



RESOLUTION NO. U-10984

1
2 A RESOLUTION related to the purchase of materials, supplies, equipment
3 and the furnishing of services; authorizing the City officials to enter into
4 contracts and, where specified, waive competitive bidding requirements,
5 authorize sale of surplus property, or increase or extend existing
6 agreements.

7
8 WHEREAS the City of Tacoma, Department of Public Utilities, requested
9 bids/proposals for the purchase of certain materials, supplies, equipment and/or
10 the furnishing of certain services, or proposes to purchase off an agreement
11 previously competitively bid and entered into by another governmental entity, or
12 for the sales of surplus, or desires to increase and/or extend an existing
13 agreement, all as explained by the attached Exhibit "A," which by this reference
14 is incorporated herein, and

15
16 WHEREAS in response thereto, bids/proposals (or prices from another
17 governmental agreement) were received, all as evidenced by Exhibit "A," and

18
19 WHEREAS the Board of Contracts and Awards and/or the requesting
20 division have heretofore made their recommendations, which may include
21 waiver of the formal competitive bid process because it was not practicable to
22 follow said process, or because the purchase is from a single source, or there is
23 an emergency that requires such waiver, and/or waiver of minor deviations, and
24 in the case of sale of surplus, a declaration of surplus has been made certifying
25 that said items are no longer essential for continued effective utility service, as
26 explained in Exhibit "A," and



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WHEREAS the Director requests authorization, pursuant to TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve term extensions and renewals for all items contained in Exhibit "A;" Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the Public Utility Board of the City of Tacoma hereby concurs and approves the recommendations of the Board of Contracts and Awards and/or the requesting division, and approves, as appropriate: (1) the purchase and/or furnishing of those materials, supplies, equipment or services recommended for acceptance; (2) the sale of surplus materials, supplies or equipment recommended for acceptance; (3) the Interlocal agreement that authorizes purchase off another governmental entity's contract; (4) the increase and/or extension of an existing agreement, and said matters may include waiver of the formal competitive bid process and/or waiver of minor deviations, all as set forth on Exhibit "A," and authorizes the execution, delivery and implementation of appropriate notices, contracts and documents by the proper officers of the City for said transactions, and (5) the administrative authority of the Director, per TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve term extensions and contract renewals for all items in Exhibit "A."

Approved as to form and legality:

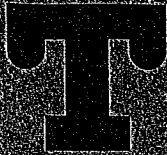
[Signature]
Chief Deputy City Attorney

_____ Chair

_____ Secretary

_____ Clerk

Adopted _____



TACOMA PUBLIC UTILITIES
 3628 South 35th Street
 Tacoma, Washington 98409-3192

EXHIBIT "A"

RESOLUTION NO.: U-10984

ITEM NO.: #1

MEETING DATE: JANUARY 24, 2018

DATE: January 10, 2018
TO: Board of Contracts and Awards
SUBJECT: Purchase of Aluminum Cube Truck Bodies
 Budgeted from the Power, Water and Rail Divisions and Fleet Services Fund
 Request for Bids Specification No. UF17-0206F

RECOMMENDATION: Tacoma Public Utilities (TPU) Fleet Services recommends a contract be awarded to **TriVan Truck Body, LLC**, Ferndale, WA, for the purchase of various new aluminum cube truck bodies planned for replacement in 2018-2022. The contract amount requested is the total estimated replacement costs that include the truck bodies and options planned for new purchases. The recommendation is for an initial two-year contract term with the option to renew the contract for three additional one-year periods. The contract amount reflects a total award of \$1,674,004.77, plus applicable sales tax.

EXPLANATION: The new truck bodies will be installed on new City-owned chassis to make completed units. The new vehicles (detailed on the attached list), will be assigned across TPU divisions for workgroups to use in fulfilling work responsibilities throughout our service area. The new vehicles will replace existing vehicles subject to Fleet replacement criteria, which addresses a combination of mileage, age, mechanical condition, and job suitability.

The typical replacement criterion has been ten years or 100,000 miles for light-duty equipment. These are very general guidelines and Fleet Services works with the assigned workgroups to determine the actual replacement schedule based on use, specific maintenance issues, changes in technology, changes in work needs, etc. The vehicles replaced may end up being assigned to other work areas or will be sold at public auction using City surplus procedures.

COMPETITIVE SOLICITATION: Request for Bids Specification No. UF17-0206F was opened November 21, 2017. Six companies were invited to bid in addition to normal advertising of the project. TriVan Truck Body, LLC was the only submittal received and complies with the technical provisions of the specification.

<u>Respondent</u>	<u>Location</u> <i>(city and state)</i>	<u>Submittal Amount</u>
TriVan Truck Body, LLC	Ferndale, WA	Plus sales tax \$1,674,004.77
	Pre-bid estimate	\$1,737,198.00

The recommended award is approximately 4 percent below the pre-bid estimate.



TACOMA
POWER



TACOMA
WATER



TACOMA
RAIL

CONTRACT HISTORY: New contract.

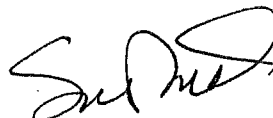
FUNDING: Funds for this are available in the 2017-2018 budget of the Department of Public Utilities for the Power, Water and Rail Divisions and the Fleet Services Fund.

SBE/LEAP COMPLIANCE: Not applicable.

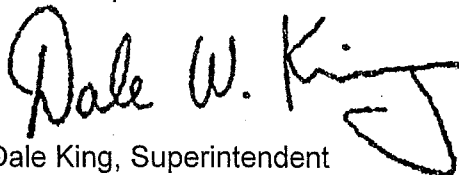
PROJECT ENGINEER/COORDINATOR: Don Ashmore, Utilities Fleet Manager, Transmission & Distribution Fleet Services, 253-502-8575.



Chris Robinson
Power Superintendent/COO

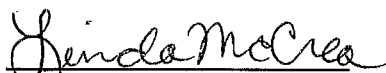


Scott Dewhirst
Water Superintendent



Dale King, Superintendent
Rail Superintendent

APPROVED:



Linda McCrea
Interim Director of Utilities/CEO

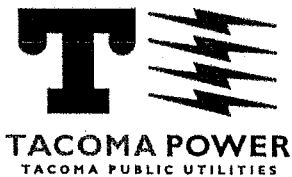
cc: Doreen Klaaskate, Senior Buyer, Finance/Purchasing
Joe Wilson, Transmission & Distribution Manager
Don Gesch, Transmission & Distribution Assistant Manager
SBE Coordinator
LEAP Coordinator

File: Report of Planned Truck Bodies

Planned Truck Bodies Purchases

Equipment	Description	Functional Loc.	Est Van Body Cost
7116552	06 FORD E450 HI CUBE VAN	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7112373	99 FORD ECONOLINE HI CUBE VAN	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7116554	06 FORD E450 SD HI CUBE VAN	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7116551	06 FORD E450 HI CUBE VAN	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7116550	06 FORD E450 HI CUBE VAN	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7116553	06 FORD E350 HI CUBE VAN	FM-U-FS-C-PWR -TD -563300NW	\$93,000.27
7112496	03 FORD E450 SD VAN HI CUBE 1T	FM-U-FS-C-PWR -TD -563300NW	\$93,000.27
7112494	03 FORD E450 VAN HI CUBE 1T	FM-U-FS-C-PWR -TD -563300DS	\$93,000.27
7116549	06 FORD E450 HI CUBE VAN	FM-U-FS-C-PWR -TD -563200	\$93,000.27
7112212	98 FORD E350 HI CUBE VAN 1T	FM-U-FS-C-PWR -GEN -568800	\$93,000.27
7118702	11 FORD E450 HI CUBE VAN	FM-U-FS-C-PWR -TD -563300NW	\$93,000.27
7114945	04 FORD E450 VAN HI CUBE	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7118551	11 FORD SD F550 CC TRK UTILITY BDY	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7120009	13 FORD SD F550 CC XL TRK UTILITY BDY	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7119948	13 FORD SD F550 CC XL TRK UTILITY BDY	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7119943	13 FORD SD F550 CC XL TRK UTILITY BDY	FM-U-FS-C-PWR -TD -563300TS	\$93,000.27
7121277	16 FORD SD F550 TRK UTILITY VAN BDY	FM-U-FS-C-PWR -TD -563300NW	\$93,000.27
7112540	03 FORD F550 VAN HI CUBE 1-1/2T	FM-U-FS-C-PWR -GEN -563800	\$93,000.27

Total \$1,674,004.77



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

EXHIBIT "A"

RESOLUTION NO.:

U-10984

ITEM NO.:

#2

MEETING DATE:

January 24, 2018

DATE: January 4, 2018

TO: Board of Contract and Awards

SUBJECT: Contract Increase – Annual Re-Roofing Contract 2016
Request for Bid PG16-0091F, Contract 4600011803

RECOMMENDATION: Tacoma Power / Generation requests approval to increase and extend Contract No. 4600011803 to **Bosnick Roofing Inc.** by \$100,000 to provide adequate funds for continued on-call roofing services through July 26, 2018. The new contract total will be \$299,894, plus applicable sales tax.

EXPLANATION: Tacoma Power / Generation maintains an on-call roofing contract to provide roof maintenance, repair, and replacement as needed for Tacoma Power facilities. This contract provides the option to have small or low cost projects, which would not otherwise be feasible to competitively bid, be completed in a timely manner so that any damage caused by roof leaks may be minimized.

The current contract had an initial term of two (2) years (commencing in July 2016) with the option to extend by two additional one-year terms. Approval of this resolution will provide the necessary funds to supplement this contract and allow for it to be used through the end of the first optional extension period.

COMPETITIVE BIDDING: This contract was originally awarded to Bosnick Roofing Inc. as a result of Request for Bids PG16-0091F, dated July 2016.

CONTRACT HISTORY: The original contract was awarded in the amount of \$199,894, plus applicable sales tax, on July 26, 2016. No other contract increases or extensions have been executed on this contract.

FUNDING: Funds for this contract are available in the 2017/2018 Capital and Maintenance Budgets of Tacoma Power.

PROJECT ENGINEER/COORDINATOR: Jayson Lelli, Generation, 253-396-3066

Chris Robinson
Power Superintendent/CCO

APPROVED:

Linda McCrea
Interim Director of Utilities/CEO

cc: Kimberly Ward, Finance/Purchasing
Terry Ryan, Generation/Plant Engineering & Construction Services
Generation/Contract Services



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

EXHIBIT "A"

RESOLUTION NO.: U-10984

ITEM NO.: #3

MEETING DATE: JANUARY 24, 2018

DATE: January 9, 2018

TO: Board of Contracts and Awards

SUBJECT: Underground Utility Locating
Contract Increase and Extension
Request for Bids Specification No. PT15-0226F
Contract No. 4600010852

RECOMMENDATION: Tacoma Power requests approval to extend contract 4600010852 with **Mt. View Locating Services, LLC, Sumner, WA**, to June 25, 2019, as provided for in the original specification. Tacoma Power also requests approval to increase the contract by \$200,000.00, to supplement the remaining contract balance throughout the extension period. This increase will bring the contract to a cumulative total of \$400,000.00, sales tax not applicable.

EXPLANATION: The current contract will expire on June 25, 2018. The contract extension and increase will provide qualified locators, equipment, and the required supervision to identify and mark underground utilities. The work may be performed within the right-of-ways of private, county, city highway, and limited access freeway roadways. The quality of the underground locate services provided throughout the contract has been consistently high. The specification included an escalation option. Mt. View Locating Services, LLC's submittal did not include annual price increases. The second low submittal included a 5% increase annually. Tacoma Power believes that the pricing currently under contract remains competitive, and that extending the contract is advantageous to the City.

COMPETITIVE SOLICITATION: This contract was originally awarded to Mt. View Locating Services, LLC as a result of Request for Bids Specification No. PT15-0226F in June 2015. The contractor has agreed to extend the contract at the same prices, terms, and conditions as the original contract.

CONTRACT HISTORY: The original contract for \$162,194.80 was awarded in June 2015. The contract was increased by \$37,805.20 in August 2017, for a cumulative total of \$200,000.00. The terms of the contract covered an initial period of three years and provided for a one-year extension. This extension is for a one-year term. This increase will bring the contract to a cumulative total of \$400,000.00, sales tax not applicable. This is the final extension allowed under this contract.

The Washington State Legislature amended the Revised Code of Washington (RCW) Chapter 19.122 in 2011 to require underground utility locates for the placement of real estate sign posts. In March 2017 the Utilities and Transportation Commission (UTC) contacted Washington State real estate sign companies regarding compliance with the State's underground utility safety law. Since the UTC outreach, Tacoma Power has experienced a 50% increase in the number of calls for underground locates.

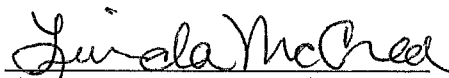
FUNDING: Funds for this contract are available in Tacoma Power's biennium budget. Funding beyond the current biennium is subject to future availability of funds.

PROJECT ENGINEER/COORDINATOR: Kimberlie Kerner, Transmission & Distribution, 253-502-8463.

APPROVED:



Chris Robinson
Power Superintendent/COO



Linda McCrea
Interim Director of Utilities

cc: Jessica Tonka, Senior Buyer
SBE Coordinator
LEAP Coordinator



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

EXHIBIT "A"

RESOLUTION NO.: U-10984

ITEM NO.: #4

MEETING DATE: January 24, 2018

DATE: January 12, 2018
TO: Board of Contracts and Awards
SUBJECT: Cushman Floating Surface Collector Downstream Migrant Evaluation.
Budgeted from Cushman Operation and Maintenance Fund
Request for Proposals Specification No. No.PG17-0421F

RECOMMENDATION: Natural Resources/Generation recommends a contract be awarded to **Four Peaks Environmental Science & Data Solutions, Wenatchee, WA**, for the Cushman Floating Surface Collector Downstream Migrant Studies.

The recommendation is for an initial one-year contract term, plus the option for two additional one-year renewal periods, for a cumulative total not to exceed \$1.5 million, plus sales tax. The specification documents contain market-based provisions for price escalation/de-escalation that will affect overall contract value.

EXPLANATION: Per the Cushman Hydro Project License Article 416, Section 1.1, Tacoma Power is required to measure performance of the Cushman Juvenile Fish Collector and to meet or exceed collection criteria. The study includes 1) measuring downstream collection efficiency; 2) measuring juvenile fish survival while migrating through the reservoir; and 3) measuring effectiveness of collecting and transporting fish from Lake Cushman to below Cushman No. 2 dam.

The requirements for this evaluation are included in the fish passage monitoring plan that was developed in 2012 in consultation with the National Marine Fisheries Service, US Fish and Wildlife Service and the Bureau of Indian Affairs and approved by the Federal Energy Regulatory Commission. The plan requires attainment of the performance standards described in Section 6 of License Article 414 (e.g. 95% fish capture efficiency).

These studies will provide the information needed to document performance attainment and determine areas needing improvement.

COMPETITIVE SOLICITATION: Request for Proposals Specification No. PG17-0421F was opened December 5, 2017. Eleven companies were invited to bid in addition to normal advertising of the project. Three submittals were received.

<u>Respondent</u>	<u>Location (city and state)</u>	<u>Select Rank or Score</u>
Four Peaks Environmental	Wenatchee, WA	1 st
Blue Leaf Environmental	Ellensburg, WA	2 nd
Cramer Fish Sciences	Gresham, OR	3 rd

Four Peaks Environmental Science & Data Solutions was selected based on a superior proposal. All members of the Selection Advisory Committee agreed that the Four Peaks proposal showed the greatest understanding of the scope and description of proposed methods. They also were superior in project management experience, billing rates, and estimated hours to conduct tasks.

CONTRACT HISTORY: New contract.

FUNDING: Funds for this contract are available in the Cushman Operation and Maintenance Budget. Funding beyond the current biennium is subject to future availability of funds.

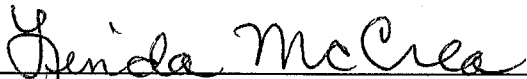
SBE/LEAP COMPLIANCE: Not applicable.

PROJECT ENGINEER/COORDINATOR: Matt Bleich, Natural Resources Department; 253-502-8794.



Chris Robinson
Power Superintendent/COO

APPROVED:



Linda McCrea
Interim Director of Utilities/CEO

Cc: Keith Underwood, Natural Resources Manager, Generation
Kimberly Ward, Senior Buyer, Finance/Purchasing
Generation/Contract Services

MB:cb



3628 South 35th Street
Tacoma, Washington 98409-3192

EXHIBIT "A"

RESOLUTION NO.: U-10984

ITEM NO.: #5

TACOMA PUBLIC UTILITIES

MEETING DATE: JANUARY 24, 2018

DATE: January 10, 2018
TO: Board of Contracts and Awards
SUBJECT: North Fork Well #7 Vertical Turbine Pump
Budgeted from Tacoma Water Fund
Request for Bids Specification No. WQ17-0364F

RECOMMENDATION: Tacoma Water recommends a contract be awarded to the second low bidder **Pumptech, Inc., Bellevue, Washington**, for the North Fork Well #7 Vertical Turbine Pump. The contract amount reflects a total award of \$287,261.80, plus applicable sales tax.

EXPLANATION: This contract will supply a new vertical turbine, pump, motor, discharge head, piping, and appurtenances for North Fork Well #7.

COMPETITIVE SOLICITATION: Request for Bids Specification No. WQ17-0364F was opened November 21, 2017. Two companies were invited to bid in addition to normal advertising of the project. Two submittals were received. The table below reflects the amount of the total award.

The low bidder is non-responsive as their bid did not meet the specifications, including the pump curve specification. There are no deviations noted for the bid submitted by the recommended bidder.

<u>Respondent</u>	<u>Location</u>	<u>Submittal Amount</u> Plus sales tax
GB International	Bellevue, WA	\$ 165,000.00
Pumptech, Inc.	Bellevue, WA	\$ 287,261.80
	Pre-bid estimate	\$ 260,000.00

The recommended award is 10.5 percent above the pre-bid estimate.

CONTRACT HISTORY: New contract.

FUNDING: Funds for this contract are available in the 2018 budget of Tacoma Water.

SBE/LEAP COMPLIANCE: Not applicable.

PROJECT ENGINEER/COORDINATOR: Michael Gorenson, Water Quality, 253-502-8784.

Scott Dewhirst
Water Superintendent

Approved:

Linda McCrea
Interim Director of Utilities/CEO

MRG:mg

cc: Doreen Klaaskate, Senior Buyer, Finance/Purchasing



RESOLUTION NO. U-10985

1 A RESOLUTION relating to employment; authorizing the execution of the
2 2017-2021 Collective Bargaining Agreement between the City and the
3 International Brotherhood of Electrical Workers, Local 483, Tacoma
Power Unit.

4 WHEREAS, for years, the City has adopted the policy of collective
5 bargaining between the various labor organizations representing employees
6 and the administration, and

7 WHEREAS, pursuant to said policy, the International Brotherhood of
8 Electrical Workers, Local 483, Tacoma Power Unit, and representatives of the
9 administration of the City have engaged in collective bargaining and have
10 reached an agreement on the 2017-2018 Collective Bargaining Agreement
11 ("Agreement") relating to wages, hours, and working conditions, and
12

13 WHEREAS the proposed Agreement covers approximately 323.59
14 FTE budgeted full-time equivalent positions, with 299.59 positions assigned
15 within Tacoma Public Utilities and 24 positions within General Government,
16 covers four years, clarifies various working conditions, and outlines wages for
17 the covered period, and
18

19 WHEREAS the proposed Agreement includes the following provisions:

- 20 • Effective April 1, 2017, wages will increase retroactively by 2.5
21 percent.
- 22 • An employee whose pay scale was reduced as the result of the
23 market study in 2013, and who remains redlined after this
24 increase, will be eligible for a lump sum payment of \$750.
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- Effective April 1, 2018 and 2019 wages shall increase by 3 percent.
- Effective April 1, 2020, wages shall increase by an amount equal to 100 percent of the increase in the consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Seattle-Tacoma-Bellevue, measured from June 2018 to June 2019, with a minimum increase of 2.25 percent and a maximum increase of 3.5 percent.

WHEREAS other significant provisions of the proposed Agreement include:

- Clarification of timelines in the grievance article.
- Clarification of how overtime is to be distributed and/or assigned by workgroup.
- Increases to the application of rate for employees assigned to the "trouble crew" from 6 to 7 percent.
- Increase to the application of rate paid for a Senior Line or Senior Wire Electrician assigned as "Coordinator" from 3 to 5 percent.
- Inclusion of employees in the classification of Senior Signal & Lighting Electrician into the rotation for standby assignments.
- Adding standard language regarding time off and benefits to Appendix B.



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WHEREAS it now appears in the best interest of the City that the proposed Agreement negotiated by said union and the City be approved;

Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That said proposed Collective Bargaining Agreement between the City of Tacoma and the International Brotherhood of Electrical Workers Local 483, Tacoma Power Unit, is approved and the Council of the City of Tacoma is requested to concur in the approval and pass an implementing pay and compensation ordinance, and authorize the proper officers of the City to execute and implement the said Agreement substantially in the form on file in the Office of the Clerk of the Board, to be approved by the City Attorney, by its terms to remain in full force for 2017-2021.

Approved as to form and legality:

_____ Chair



Chief Deputy City Attorney

_____ Secretary

Clerk

Adopted _____

of January 24, 2018

REQUEST FOR RESOLUTION

Date January 16, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorizing approval of a collective bargaining agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

This resolution recommends approval of the 2017-2021 Collective Bargaining Agreement between the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit, on behalf of the employees represented by said Union.

The agreement covers approximately 323.59 budgeted, full-time equivalent positions, with 299.59 assigned within Tacoma Public Utilities, and 24 positions within General Government. The agreement is anticipated to be scheduled for consideration by the City Council as a Resolution on February 6, 2018.

3. Summarized reason for resolution:

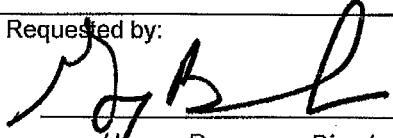
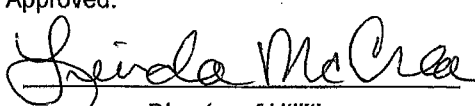
The resolution will recommend the execution and implementation of the 2017-2021 Collective Bargaining Agreement negotiated with the between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit, on behalf of those employees represented by said union.

4. Attachments:

- a. Collective Bargaining Agreement
- b. Financial Impact Memorandum
- c. Letter from Linda McCrea, Director of Utilities/CEO

5. Funds available Proposed action has no budgetary impact

6. Deviations requiring special waivers: None

Originated by: <hr/> <p style="text-align: center;">Section Head</p>	Requested by:  <hr/> <p style="text-align: center;">Human Resources Director</p>	Approved:  <hr/> <p style="text-align: center;">Director of Utilities</p>
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TACOMA PUBLIC UTILITIES

3628 South 35th Street

Tacoma, Washington 98409-3192

January 16, 2018

To the Chairman and Members of the Public Utility Board

And

To the Mayor and Members of the City Council

The Management Negotiating Team recommends adoption of the proposed 2017-2021 collective bargaining agreement negotiated between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483, Tacoma Power Unit. The agreement covers approximately 323.59 FTE budgeted full time equivalent (FTE) positions, with 299.59 positions assigned within Tacoma Public Utilities; and 24 positions within General Government. The agreement is anticipated to be considered by the City Council as a resolution on February 6, 2018.

The agreement covers four years, and provides for a wage increase in each year of the agreement. Effective April 1, 2017, wages will increase retroactively by 2.5 percent. An employee whose pay scale was reduced as the result of a market study in 2013, and who remains redlined after this increase, will be eligible for a lump sum payment of \$750. Effective April 1st of 2018 and 2019, wages shall increase by 3 percent. Effective April 1, 2020, wages shall increase by an amount equal to 100 percent of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bellevue, measured from June 2018 to June 2019, with a minimum increase of 2.25 percent and a maximum increase of 3.5 percent.

Other changes to the agreement include clarification of timelines in the grievance article; clarification of how overtime is to be distributed and/or assigned by workgroup; increases to the application of rate for employees assigned to the "trouble crew" from 6 percent to 7 percent, and an increase to the application of rate paid for a Senior Line or Senior Wire Electrician assigned as "Coordinator" from 3 percent to 5 percent; the inclusion of employees in the classification of Senior Signal & Lighting Electrician into the rotation for standby assignments; and adding standard language regarding time off and benefits to Appendix B.

It is recommended that the Public Utility Board and the City Council take the necessary approving action.

Very truly yours,

Linda A. McCrea
Director of Utilities/CEO





TACOMA PUBLIC UTILITIES
 3628 South 35th Street
 Tacoma, Washington 98409-3192

To: Katie Johnston, Budget Manager
 From: Jim Sant, Deputy Director for Administration, Management Services
 Date: January 16, 2018
 Subject: Fiscal Impact of IBEW Local 483 Power Unit Wage Increase for 2017-2020

Background:

A Tentative Agreement between the City of Tacoma and the International Brotherhood of Electrical Workers, Local 483 – Power Unit has been reached for a new successor collective bargaining agreement for the years 2017-2021.

Financial Impact:

- Effective April 1, 2017, the classification rates of pay will be increased by 2.5%. For those employees that remain frozen, a one-time payment of \$750.00 will be made. The one-time lump sum will be paid to one employee.
- Effective April 1, 2018, the classification rates of pay will be increased by 3.00%.
- Effective April 1, 2019, the classification rates of pay will be increased by 3.00%.
- Effective April 1, 2020, wages shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma Area, All items, measured from June of 2018 to June of 2019, with a minimum of 2.25% and a maximum increase of 3.5%.

Department	2017/18 FTE	2017 Negotiated Incremental Expense	2018 Negotiated Incremental Expense	2019 Negotiated Incremental Expense	Min 2020 Negotiated Incremental Expense	Max 2020 Negotiated Incremental Expense
Tacoma Public Utilities	295.59/ 299.59	\$611,714	\$974,079	\$1,044,791	\$875,642	\$1,215,364
General Fund	3.00	5,989	9,441	10,126	8,487	11,791
Other General Government	21.00	39,882	62,874	67,438	56,520	78,523
Total	323.59	\$657,585	\$1,046,394	\$1,122,355	\$940,649	\$1,305,678

Summary

These wage adjustments are included in the 2017-2018 Adopted Biennial Budget.

Concur:

Linda McCrea

Linda McCrea, Interim Director of Utilities, CEO



2017-2021

AGREEMENT

By and Between

the

CITY OF TACOMA

and

LOCAL NO. 483

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

TACOMA POWER

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2017-2021
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AGREEMENT
Between
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA POWER
and
LOCAL UNION #483
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

PREAMBLE

For the purposes of maintaining cordial relations between the Department of Public Utilities , Public Works Department and the Fire Department of the City of Tacoma, hereinafter designated as the "Department", the party of the first part, and Local Union 483 International Brotherhood of Electrical Workers, hereinafter designated as the "Union", the party of the second part, the parties hereto do hereby enter into, establish and agree to the following conditions of employment.

The Department and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Department, the Union and the public. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Progress in industry demands a mutuality of confidence between the Department and the Union. To these ends this Agreement is made.

The Department shall not be required to take any action under this Agreement that is in violation of federal or state law, or the ordinances of the City of Tacoma.

The Union agrees that its members, who are employees of the Department, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time and resources, and that they will use their influence and their best efforts to protect the property of the Department and its interests and to prevent loss of tools and materials, and they will cooperate with the Department in promoting and advancing the welfare of the Department and the service at all times.

ARTICLE 1 - TERM OF AGREEMENT

Section 1.1 This Agreement shall remain in full force and effect from April 1, 2017, to and including March 31, 2021, provided that, if either party desires to terminate the Agreement on the anniversary date of March 31, 2021, written notice of such intent must be given to the other party sixty (60) days in advance of that date.

It is understood that neither party will be precluded from submitting new or additional proposals during the course of negotiations. It shall further be provided that this Agreement shall be subject to such changes and modifications during its term as may be mutually agreed by the parties hereto.

Section 1.2 Only those letters of understanding attached at the end of this agreement or those signed during the term of this agreement shall be considered in force and subject to the provisions of the agreement. (See index of letters of understanding.) Only those letters of understanding signed by the Union Business Manager or authorized representative, Department/Division head, Human Resources Director and the City Manager/ Director of Utilities will be valid.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 - Union Recognition The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth hereafter in Appendix A.

Section 2.2 It shall be a condition of employment that all employees of the employer, covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members of the Union, or in lieu thereof pay each month a service charge equivalent to regular union dues to the Union as a contribution towards the administration of this Agreement.

Provided: Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

Section 2.3 The Union agrees that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2.4 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union or in lieu thereof the monthly service charge. An employee may, on written request, also have deducted from his pay such other items as may be mutually agreed between the I.B.E.W. Local 483 and the Human Resources Director. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.

Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request and the Union so notified. The performance of this function is recognized as a service to the Union by the City. There shall be no retroactive deduction of union dues.

Section 2.5 The Union agrees that the City shall not terminate the employment under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues or service charge or provide proof of an alternative payment based on religious tenets as provided herein above.

Section 2.6 - Leave for Business Manager The Director will approve granting of leave of absence without pay for the period covered by this Agreement without loss of Civil Service status, and/or without loss of continued accrual of seniority, and aggregate City service or tenure status for all purposes, to no more than two employees of the Department who are members of the Union in good standing and whom the Union may desire to have act as its business manager to be locally engaged in the business of the Union.

Section 2.7 The Human Resources Department will furnish the Union a copy of the pay status of Local 483 members upon request. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from the subject tabulation to any other person or agency.

Section 2.8 The Business Manager or Business Representative of the Union may, after notifying the City of Tacoma official, or their designated management representative in charge of the workgroup, visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Department.

Section 2.9 The City recognizes and will not interfere with the right of their employees to become members of the union and agrees there shall be no discrimination, interference, restraint or coercion by the City against any employee because of his/her membership in the union.

ARTICLE 3 - MANAGEMENT RIGHTS

The union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City. Examples shall include the right to hire, promote, direct the employee workforce, discipline employees for just cause up to and including discharge, determine operating hours, and to take actions required in the event of a (major) emergency. Provided, however, that the above items shall not be in conflict with City ordinances, personnel rules or this labor agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the decision and the impacts of the decision that affects hours, wages and working conditions.

ARTICLE 4 - STRIKES AND LOCKOUTS

It is recognized that the City is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and the Union. The Union will not authorize a strike, work stoppage, or slowdown, and the Department will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its power to induce employees engaged in strike, work stoppage or slowdown, in violation of this Agreement to return to work; but the Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 5 - DEFINITIONS

Section 5.1 - Union Steward A Union member employed by the Department designated in writing by the Union as such.

Section 5.2 - Grievance An alleged violation of an Article of this Agreement submitted in writing by the grieving party to the other party within thirty (30) days of the alleged violation.

Section 5.3 - High Pole Rate Special compensation computed at the employee's straight-time rate of pay and added to other compensation for reasons set forth herein. However, any combination of such rates under any circumstances shall not be more than three times the employee's regular straight-time rate.

Section 5.4 - Five-Day Week Employee An employee working a basic workweek of eight-hour days - Monday through Friday.

Section 5.5 - Eight-Hour Day Eight consecutive hours exclusive of the thirty (30) minute lunch period.

Section 5.6 - Shift Worker An employee working a schedule other than the Monday through Friday basic workweek as set forth in Section 5.4.

Section 5.7 - Crew Seniority Unless otherwise identified in this Agreement, the permanent (non-probationary) City employee with the longest continuous service as a member of the affected crew in the next lower in-line classification.

Section 5.8 - Scheduled Overtime Scheduled overtime shall be defined as work outside of their standard hours of work for which the employee was notified by the end of their regular shift on the preceding work day.

ARTICLE 6 - UNION STEWARDS

The Business Manager shall have the right to appoint a steward to any work area where workers are employed under the terms of this Agreement. The steward shall see that the provisions of this Agreement are observed and he/she shall, upon request to the Department,

be allowed reasonable time to perform these duties during regular working hours without loss of pay. The Department shall be furnished with the names of stewards so appointed. Under no circumstances shall the Department dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE

Section 7.1 A Labor-Management Committee composed of six (6) representatives each from the Department and from the Union shall be established. Their respective choice of representative is recognized, however, each party shall notify the other party of any change in representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

Section 7.2 The Labor/Management Committee shall be advisory in nature. It is formed to foster a relationship of mutual respect, open communications, responsible issue resolution (industry trends and work practices) and to discuss items of mutual concern.

Section 7.3 The Labor/Management Committee shall establish its own rules of procedures. Meetings shall be scheduled by mutual consent.

The Labor/Management Committee shall be co-chaired by the Business Manager and the Power Superintendent, or such other persons as either designates. The agenda shall be established by mutual consent and distributed one week prior to the meeting.

Section 7.4 The Labor/Management Committee may hear quarterly reports from the JATC, the Safety Committee and the Exam Subcommittee. The Labor/Management Committee may establish subcommittees to discuss specific issues as the Labor/Management Committee deems appropriate.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Minor grievances shall be considered and may be settled at the lowest possible level. The Union Steward shall represent the Union. The immediate supervisor involved shall represent the Department. All grievances shall be reduced to writing specifying the section or sections of the contract that are alleged to have been violated, all relevant facts, and the proposed remedy or remedies. An employee is advised to discuss any grievance initially with the Shop Steward then they are advised to contact the immediate supervisor in order to resolve grievances at the lowest possible level. If the answer given by the employee's supervisor is not satisfactory, the employee shall appeal his/her grievance as described below. All grievances must be submitted in writing within thirty (30) calendar days of the alleged violation.

Step 1 - The employee (or designated representative) shall present the grievance to the section supervisor, and forward a copy of the grievance to the Union and to the Human Resources Department. All grievances shall be reduced to writing specifying section or sections of the contract that are alleged to have been violated, an explanation of the violation and the proposed remedy or remedies. The supervisor shall respond to the grievance in writing within ten (10) working days.

Step 2 – If the Union or the employee is not satisfied with the response, then within ten (10) working days of receipt of the supervisor's answer, the employee (or designated representative) will forward the grievance, an explanation of the violation, and proposed remedy to his/her section manager, with a copy to the Human Resources Department. The section manager will, within ten (10) working days, render to the employee his/her decision and the reasons for it in writing.

Step 3 - If the Union or the employee is not satisfied with the response, then within ten (10) working days of receipt of the section manager's answer, the grievance will be forwarded to the Tacoma Power or Water Superintendent, with a copy to the Human Resources Director. Grievances relating to matters other than employee discipline shall be addressed at the next quarterly Labor/Management Committee meeting or mutually agreed to special meeting.

A subcommittee of the Labor/Management Committee (Grievance Subcommittee) shall be composed of no more than six (6) voting members each from the department and from the union. Of these, at least two (2) members shall be from labor and two (2) from management from standing Labor/Management Committee. The Tacoma Power or Water Superintendent and the Union Business Manager shall make every effort to participate in the Grievance Subcommittee as non-voting members. In all cases there will be equal voting members from both labor and management.

The Grievance Subcommittee shall report their findings in writing to the Tacoma Power or Water Superintendent, Human Resources Director and the Union Business Manager within ten (10) working days of the conclusion of the review. Within ten (10) working days following submission of the Step 3 grievance or following receipt of the Labor/Management Committee's recommendation, whichever is later, the Superintendent will render to the employee and the Union the decision, and the reason for it in writing.

Grievances related to employee discipline as permitted by Article 22 – Discipline will be submitted initially at Step 3 of the Grievance Process within thirty (30) calendar days of the date the discipline is issued.

Step 4 - If the employee is not satisfied with the response, then within ten (10) working days of receipt of the Tacoma Power or Water Superintendent's answer, the employee (or designated representative) will forward the grievance to the Utilities Director for possible resolution. The Utilities Director (after consultation with the Tacoma Power Superintendent and Union Business Manager) shall submit his/her answer in writing within ten (10) working days after personal receipt of the grievance.

Note: For grievances arising outside Tacoma Power or Tacoma Water, the applicable department Director shall replace the Tacoma Power or Water Superintendent and City Manager shall replace the Utilities Director in this process.

Step 5 - Grievances not resolved under the above steps shall be referred to arbitration by the Union or the City. Either party shall give notice of its intention to arbitrate within fifteen (15) working days following completion of the steps listed in the aforementioned sections. A list of five (5) arbitrators shall be requested from the Public Employment Relations Commission, both parties shall meet and each shall strike a name until one (1)

arbitrator is selected. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representative, including any attorneys' fees, and all other expenses incident to the arbitration shall be divided equally. In the event that the Department successfully challenges an arbitrator's decision in court, or the Union is forced to file an action in court to compel compliance with an arbitrator's award, the Union may seek recovery of attorney's fees incurred by the court action to the extent such recovery is permitted under RCW 49.48.030. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify this Agreement; and his/her power shall be limited to an interpretation or application of this Agreement and application of appropriate remedies.

Section 8.2 The time limitations in this Article may be adjusted by mutual agreement, in writing between the Union and the Department. Failure by the non-grieving party to comply with any time limitations as provided in this Article shall constitute a right of the grieving party to proceed to the next Step without waiting. Failure of the grieving party to comply with the foregoing time limitations shall constitute resolution of the grievance.

ARTICLE 9 - SENIORITY

Section 9.1 Order of Selection The filling of any temporary vacancy or position which receives greater remuneration shall be considered a promotion. Such vacancies shall be filled in the following priority order:

- A. From a layoff register,
- B. From an existing Civil Service eligible list for said position.
- C.
 - 1. By appointing the employee with the longest permanent length of service in the next in-line lower classification, except for the following: (Note: for purposes of determining in-line progression, the descending order of pay scale within a craft group shall establish said progression.)
 - 2. In the interest of safety, when a crew lead (senior) or supervisor is absent from the job site for over two (2) hours, a temporary appointment shall be made from the next lower classification assigned to the crew for that day. Section 9.1.C.2 applies only to Line, Wire, Meter and Line Clearance crews. In the Wire Section, seniority on the crew shall be the senior most journey level Wire Electrician without regard to time on crew.
 - 3. Temporary upgrade to Communications Technician III in the Communications group will be done based on operational need, or when a communications crew (3 or more) is working in the field on a project and the Communications Technician III is absent from the crew for more than two (2) hours.
 - 4. Temporary upgrade in the Dispatch group will be when the Transmission or Distribution Coordinator is absent from the Control Center for four (4) hours or more, or the work is assigned by the Supervisor, during the regularly scheduled Coordinator shift, Monday through Friday.
- D. By appointing the JATC apprentice in accordance with the JATC by-laws.
- E. Exceptions to Section 9.1, A thru D:

- Senior Line Electrician (SLE) vacancies of ten (10) days or less at South Service Center (SSC) may be filled by personnel in ranking order of SLE eligible list assigned to the SSC. If there is no eligible SLE on the eligible list at SSC, then the Line Electrician assigned to the SSC with the most seniority may be set-up for a maximum of three (3) days.
- To allow flexibility in staffing, the Department may fill vacancies of three (3) days or less without regard to seniority.
- Any Electrical Worker hired after April 8, 1998 will not be automatically eligible for set-up to Line Equipment Operator (i.e., Electrical Worker is no longer the next in-line lower classification to Line Equipment Operator).
- Apprentices while enrolled in their respective apprentice program will not be set up to Line Equipment Operator while transporting or performing the operations of all the equipment utilized within Tacoma Power.
- Temporary upgrade shall be offered to the senior most Facilities Maintenance Worker or Electrician if the HVAC Supervisor is absent from the job site for one day or more. The upgraded employee will be compensated at a rate of pay that is five percent (5%) higher than the Electrician hourly rate of pay. The upgraded employee shall remain at the upgraded rate of pay until the end of the Supervisor's shift. The upgraded employee shall be compensated at the upgraded rate for all overtime which occurs concurrent to the work day.

Section 9.2 Job Bidding

A. Transmission & Distribution Section only

1. This section shall apply to only the classifications listed below. All anticipated regular, permanent vacancies or temporary vacancies of more than ten (10) days' duration shall be posted in the applicable crews' quarters not later than one (1) week prior to job opening or vacancy. Employees desiring to bid on such jobs or vacancies shall so indicate by submitting a written request to the posting supervisor. The position shall be filled with the successful bidder within a reasonable time. The senior bidder will be assigned to the vacant position, if he/she possesses the necessary qualifications to perform the duties of the job. For regular, permanent positions, no more than one such assignment per year per employee shall be permitted.

Senior Line Electrician (Crew/Truck Number Only)

Line Electrician 106% (Trouble Crew) (increased to 107% as of the first payroll period following the Union's ratification of this Agreement)

2. The selection process for filling temporary and permanent vacancies to the System Power Dispatcher position (CSC 5120.0—100% and 108.06% rates) may include, but not be limited to, a review of the individual work record, including length of service, past performance, an

interview and/or practical examination. The selection will not be made solely on the basis of seniority.

3. Assistant Supervisor Meter & Relay (CSC 5230.9) positions will be filled by management selection of all employees assigned to the position of Senior Meter/Relay Technician (CSC 5230.8).
4. On or before December 31, 2018, the parties will meet to discuss the possibility of permitting Senior Wire Electricians to bid their assigned truck number.

B. Generation Section only

Whenever a regular, permanent Civil Service position is to be filled from an established eligible list for the particular classification, prior to requisitioning a replacement from the Civil Service eligible list, employees may bid for said vacancies on a seniority basis. The senior bidder will be assigned to the vacant position, if he/she possesses the necessary qualifications to perform the duties of the job. No more than one such assignment per year per employee shall be permitted.

Section 9.3 The Department agrees that an employee may waive without prejudice a promotion offered under any section of the seniority rule.

Section 9.4 Notwithstanding anything contained herein, the Department need not consider the request of the employee who does not possess the knowledge, skill, adaptability and physical ability required for the job on which the application is made. In the event that any employee is not selected for a job in proper line of seniority, the Department shall, upon written request of the Union through its proper representative, submit in writing to the Union through its proper representative the reasons for the choice. It is understood, however, that employees enrolled in or having completed an applicable Department sponsored training program will be given priority for temporary upgrades.

Section 9.5 The Superintendent, through the proper supervisor, may detail an employee temporarily to any job within the electrical workers' group, but such assignments or detailing shall not supersede Section 9.1 and/or 9.4, above. An employee so detailed may, without prejudice, refuse in writing a job he/she feels is beyond his/her capacity.

Section 9.6 - Training When selecting personnel for training, consideration will be given to classification seniority.

All training offered by Tacoma Power on line equipment (including but not limited to wire pulling and tensioning equipment, backhoes, shoring equipment, dangle digger, etc.) will include Line Equipment Operator's (LEO), apprentices and journey-level workers to improve operating efficiencies and to competitively align Tacoma Power. All employees are encouraged to involve themselves in training efforts.

Seniority will not be the determining factor for selecting instructors.

Section 9.7 LEO's will waive seniority rights on all pieces of equipment (i.e. dangle diggers, backhoe, pole hauling truck & all cranes/booms, etc.) utilized within Tacoma Power.

ARTICLE 10 - SELECTION OF PERSONNEL

Section 10.1 In the selection and lay-off of personnel for regular positions, the Department will abide by the rules and regulations set forth in Chapters 1.12 and 1.24 of the Tacoma Municipal Code.

Section 10.2 - Non-Discrimination

- a. Pursuant to RCW 41.56 there shall be no discrimination against union members, union officers, or union activity.
- b. It is mutually agreed that there shall be no discrimination because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical disability (which does not prevent proper performance of the job) unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.
- c. Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.

ARTICLE 11 - BENEFITS

Section 11.1 – Joint Labor Agreement. The parties are participants in a Joint Labor Agreement, through which they have determined the amount of and basic rules regarding vacation leave, holidays, sick leave, personal time off and other benefits. Provisions of the Joint Labor Agreement governing these benefits are attached in Appendix B, which shall independently expire on December 31, 2018 or with the expiration of the Joint Labor Agreement, whichever comes first. Appendix B shall be automatically updated and replaced in its entirety with any changes to the provisions of the Joint Labor Agreement during the term of this Agreement as long as both parties remain signatories to the Joint Labor Agreement. Should a party choose not to sign on to a future Joint Labor Agreement the provisions in Appendix B shall be “status quo” for the year following the expiration of the 2017-18 Joint Labor Agreement.

Items covered by Appendix B may be grieved through this Collective Bargaining Agreement, except those items challenging the interpretation or application of the Joint Labor Agreement provisions, which may be grieved only through the grievance procedure included in the Joint Labor Agreement.

Section 11.2 – Vacation and Planned PTO Selection

- a. Vacation and planned PTO leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned.

Vacation and planned PTO leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

- b. Vacation and planned PTO requests shall be turned in prior to February 1 of each year. Assignments of vacations shall be based on seniority in the classification. All requests received after February 1 will be allowed as openings occur on a first-come, first-served basis.

ARTICLE 12 - HEALTH AND SAFETY RULES

Section 12.1 All state and local laws governing the health and safety of employees shall be observed. "WAC 45 (Washington Administrative Code)" Electrical Worker's Safety Rules as promulgated by the Department of Labor and Industries of the State of Washington, and as amended from time to time, are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein.

ARTICLE 13 - GENERAL WORKING RULES

Section 13.1 - Travel Employees shall travel from shop to shop on City time, except where work is of such magnitude, within the City limits* to set up a work shop with the necessary facilities, such as toilets, lockers, wash rooms, etc., and the job is a minimum of thirty (30) days' continuous duration, then the employee shall report directly to shops of that nature, if so ordered.

*Work within the land area of the Cowlitz Substation will be considered the same as within the City limits.

Section 13.2 - Travel Pay and Emergency Callout An employee called to perform nonscheduled overtime work shall receive one (1) hour's pay at the straight-time rate each way, if such overtime does not immediately precede or follow their regular shift. When such overtime immediately precedes their regular shift, they shall receive travel pay for one (1) way only. When the overtime immediately follows their regular shift, travel pay shall not be paid.

Issues regarding employee travel times shall be referred to the Labor-Management Committee (LMC), as provided for in Article 7 of this Agreement. Employees who cannot demonstrate response times less than one (1) hour may be removed from emergency callout, after discussion at the LMC.

Section 13.3 A minimum of two (2) hours' overtime pay shall be allowed for work outside an employee's regular shift unless the employee reports for work less than two (2) hours before the beginning of their regular shift, or continues after their regular shift. The two (2) hour minimum shall not include travel pay.

Section 13.4 Employees assigned to report directly to the South Service Center (SSC) shall receive in addition to their regular compensation, ten dollars (\$10) per day for the first twenty (20) working days of their assignment. This Article shall not apply to training or when employees voluntarily take an assignment of less than twenty (20) working days at another headquarters and then return upon completion of the assignment (i.e., trouble crew opening, in-town locator, or temporary set-up job).

Section 13.5 - Seventy-Five Feet Above Ground All employees while working seventy-five (75) feet above ground or higher on poles, trees or towers shall be paid the high-pole rate (Section 5.3) for such time in addition to their regular rate. This rule shall not apply when employees are working on roofs or buildings, where no exceptional hazard exists.

Section 13.6 Board and lodging shall be furnished for all employees sent temporarily to work sites where commuting is impractical. This rule does not apply to noonday meals when employees start from and return to regular headquarters every day. In lieu of providing board and lodging, the Department will provide an eighty-five dollar (\$85) per day allowance to those employees so electing,

When an employee is assigned temporarily to a work site where commuting is impractical, and the employee elects the \$85 per day allowance, the employee may (when authorized by the Supervisor) travel in a city owned vehicle during non-work hours. This will be arranged as to benefit both the employee and Tacoma Power. There will be no compensation in addition to the \$85 per day for the time spent traveling. However, that portion of any commute time where direction has been specifically given to perform work related to the job (i.e., pick up materials, etc.) shall be compensated for hours worked at the appropriate rate (the two hour minimum shall not apply) for the person or persons so directed. Passengers not directed to perform work shall not be compensated.

Section 13.7

- a. The Department will attempt to distribute overtime work in an equitable manner. Current records of overtime work will be made available to employees or the Union upon reasonable request.
- b. After-hour, emergency call out, overtime opportunities shall be offered to Tacoma Power Employees first prior to contacting any non-Tacoma Power employer; except for jobs or responsibilities that have been assigned to external contractors.

Section 13.8 It is the policy of the City of Tacoma to pay employees on a bi-weekly basis. On those occasions when payday falls on a holiday, the policy of the City is to pay the employees on the preceding day.

Section 13.9 In the event a discrepancy should occur in an employee's pay check, the Department shall forthwith take steps to adjust the error, which in most instances will be reflected in the check of the following pay period.

Section 13.10 An employee placed on temporary assignment to a higher classification shall receive the rate of pay for the higher classification to the next full hour, with a minimum of two (2) hours in any one (1) day, unless otherwise specified in this Agreement.

Section 13.11 An employee assigned or promoted to a position, who has had no previous experience, shall be given a reasonable break-in period with an employee in the position. A controversy concerning the "reasonableness" of a break-in period will be resolved by the Tacoma Power Labor/Management Committee.

Section 13.12 Employees relieved from duty during the first half of their regular shift shall receive not less than one-half (1/2) day's pay; if relieved from duty after having been on duty

more than one-half (1/2) day, they shall receive a full day's pay. This section shall not apply to employees relieved from duty for cause, or at their own request.

Section 13.13 If, after inspecting or attempting an assigned job, an individual or crew is unable to complete the job, the individual or crew leader will turn in the job as unfinished and state in writing the reason(s). The individual or crew leader must make special note when encountering extraordinary hazards or if the equipment was felt to be unsafe; this information must be given to all persons or crews who are later required to do the same job. Employees shall report their concerns about any unsafe condition in writing to their supervisor. Employees shall not be required to operate or use such equipment until the unsafe condition is corrected.

Section 13.14 Questions concerning craft jurisdictions shall be resolved by the Tacoma Power Labor/Management Committee.

Section 13.15 - Manlift Equipment It is recognized by both parties that the applicable WAC provisions shall serve as a minimum standard. In the interest of clarity the following exceptions provided in WAC 296-45-325, as it currently exists or is hereafter amended, shall apply:

- When re-fusing circuits or equipment with a hot stick.
- When operating switches by means of operating handle or switch sticks.
- When installing or removing a hot line clamp connection with an approved hot stick on a single-phase line or apparatus, providing that the connection or disconnection does not interrupt or pick up a load.
- When installing or removing by hot stick simple load metering devices provided the connection does not interrupt or pickup load.
- Emergency repairs to the extent necessary to safeguard the general public.

Section 13.16 Tools, gloves and safety equipment shall be issued to employees.

Section 13.17 - Meals During Overtime

1. The following guidelines apply to meals during overtime:

- a. Mealtime shall be 6:00 a.m., 12:00 noon, 6:00 p.m., and 12:00 midnight. When employees are working overtime at a mealtime, they will, when the job allows, be allowed to stop work, travel if necessary to eat, and be paid a meal allowance.
- b. When the circumstances of the work are such that the employee cannot leave to eat at a mealtime, food will be provided by the Department if requested. In this case, time spent eating will not be deducted and one meal allowance will not be paid.
- c. Employees working scheduled overtime on their days off are not eligible for a meal allowance during the first (8) hours.
- d. Meal allowances shall be one-half of the current Line Electrician rate.

2. The following guidelines apply to Trouble Crews:

- a. Shift workers working scheduled or unscheduled overtime one and one-half (1½) hours or more before or after their regularly scheduled shift shall be entitled to a meal allowance furnished by the Department and subsequent meal allowances at (6) hour intervals.
- b. Shift workers working unscheduled overtime of one and one-half (1½) hours or more on their days off, vacation, or holidays shall be entitled to a meal allowance furnished by the Department and subsequent meal allowances at (6) hour intervals. No two meal allowances shall be paid in a six (6) hour period.
- c. Shift workers working scheduled overtime on their days off are not eligible for a meal allowance during the first (8) hours. Continuation of shift is exempt from this provision.
- d. If an employee is mandated to work overtime on their days off, a meal allowance will be provided after the first one and one-half (1½) hours worked and subsequent meal allowances at (6) hour intervals.
- e. Meal allowance shall be one-half of the current Line Electrician rate.

Section 13.18 - Clothing Allowance

A clothing allowance of four hours' pay at the base Line Electrician rate shall be provided to all permanent employees in the following classifications:

Classifications which receive allowance

CSC	Job Title
4119	Communication System Technician, Apprentice
4122	Communication System Technician I
4120	Communication System Technician II
4121	Communications System Technician III
5004	Craft Helper
5240	Electrical Worker
5270	Fire Maintenance Electrician
5224	Fire Maintenance Electrician, Apprentice
5301	Hydro Project Mechanic
5056	Hydro Utility Worker
5057	Hydro Utility Worker, Senior
5302	Wynoochee Project Maintenance Technician

Classifications which receive FR clothing:

CSC	Job Title
5242.A	Electrical Meter & Relay Technician, Apprentice
5230	Electrical Meter & Relay Technician
5236	Electrician
5230.1-9*	Advanced Meter & Relay Technician

5132	Hydro Project Electrician
5285	Hydro Project Electrician, Apprentice
5253	Line Clearance Tree Trimmer
5254	Line Clearance Tree Trimmer, Senior
5255	Line Electrician
5241	Line Electrician, Apprentice
5257	Line Electrician, Senior
5256	Line Equipment Operator
5275	Signal & Lighting Electrician
5273	Signal & Lighting Electrician, Apprentice
5274	Signal & Lighting Electrician, Senior
5238	Tool & Equipment Room Coordinator
5116	Substation Operator, Senior
5245	Wire Electrician
5243	Wire Electrician, Apprentice
5246	Wire Electrician, Senior
5145	Heating & Air Conditioning Maintenance Mechanic Supervisor
6008	Facilities Maintenance Mechanic (TPU positions only)
5252	T&D Arborist (if qualified for an exposed to work containing arc flash exposure)

Such payment shall be made on the pay period following August 1 of each year and shall be made only to those employees in current employee status on August 1 or the last regularly scheduled working day prior to August 1.

The classifications who are receiving Flash Resistant clothing shall not receive a clothing allowance. In the event that the employer discontinues providing FR clothing, the employees currently receiving FR clothing will be covered by the current clothing allowance provided herein.

***Facilities Maintenance Mechanics (6008 and 6009) employed outside of Tacoma Public Utilities will not receive this clothing allowance, but will continue to be provided uniforms through an approved City vendor and associated laundry service.**

Section 13.19 – Line Equipment Operator (LEO) Multiple Equipment Expectations In an effort to improve operating efficiencies, it is expected that one LEO may be required to operate more than one piece of equipment while at the job site. Senior (Line and Wire) Electricians, journey-level workers and apprentices holding a CDL Class A endorsement are expected to drive or transport additional equipment to the job site. In the event multiple pieces of equipment need to be operated simultaneously, employees possessing the qualifications on that equipment may operate it so as not to impede the progression of the job.

Section 13.20 - Travel Time The City will follow the Fair Labor Standards Act (FLSA) time rules which include provisions on how and when travel time is compensable. Forty-eight (48) hours' notice will be given to revert an employee's shift to the standard 8:00 a.m. –

5:00 p.m. work schedule, for training and travel purposes. This section applies to all workgroups.

ARTICLE 14 - WORK RULES - FIVE-DAY WEEK EMPLOYEES

Section 14.1 - Hours of Work

- a. For the purpose of this section, the normal workday shall be considered to start at 12:00 midnight, and the standard work shift shall mean the regular straight-time working hours beginning at 8:00 a.m. Eight (8) hours of work shall constitute a normal workday.
- b. Standard hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing thirty (30) minutes for lunch.

Section 14.2 - Lunch Period The thirty (30) minute lunch period will normally be scheduled from 12:00 noon to 12:30 p.m. When employees are required to work through fifty percent (50%) or more of the normal lunch period, they shall receive an additional one-half (1/2) hour's pay at the straight-time rate and be provided a thirty (30) minute lunch period later.

Section 14.3 - Overtime An employee called to perform overtime work shall be paid from the time they report to the Administration Building or the job site, as the case may be.

- a. All work performed outside the regularly scheduled work hours and on Saturday, Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, Veteran's Day, Christmas, and two additional holidays mutually agreed to by both employee and employer, and any other day fixed as a holiday by resolution of the City Council shall be paid for at the proper overtime rate as indicated in Article 20 of this Agreement. When one of the holidays listed above falls on a Saturday, the day preceding will be observed as a holiday with pay and when one of the holidays listed above falls on a Sunday, the next day following will be observed as a holiday with pay.
- b. Any employee performing overtime work between 12:00 midnight and 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) and working two (2) hours or more past midnight shall receive an additional half-day's (1/2) pay at the straight-time rate. Personnel relieved from duty on or before 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) shall report for work by 12:00 noon of the same day to be eligible for the additional half-day's (1/2) pay.

In the Substation group of Tacoma Power, this section does not apply to overtime involving oil processing and transformer dry out.

- c. An employee working three (3) or more hours unscheduled overtime immediately preceding the regular shift shall be paid at the overtime rate until such time as the emergency job is complete or the employee is relieved from the job by the supervisor. At the completion of the emergency job or when relieved by the supervisor, the crew may elect to continue working the regular shift at straight time or take the remainder of the regular shift off without pay. If specifically requested

by the supervisor to continue working the regular shift, the employee shall be paid at the overtime rate.

d. An employee reporting for overtime work less than three (3) hours before the beginning of the regular shift shall work the regular shift at the straight time rate.

e. Overtime Call-Out Procedures for Transmission & Distribution Sections.
Overtime sign-up lists will be established by classification. A employee wishing to be called for voluntary overtime opportunities must put his/her name on the appropriate sign-up list. Sign-up lists will be posted where they can be viewed by employees. If additional personnel are needed after an attempt has been made to contact all employees on the sign-up list, the Department may call employees who have not put there name on the sign-up list.

For scheduled overtime associated with a previously assigned job, or overtime adjacent to a shift to continue a project underway during normal work hours, the overtime will be worked by the previously assigned crew. Unassigned overtime projects will be offered to employees using the overtime sign-up lists, following the process for emergency overtime below.

For emergency overtime, the supervisor on call will use the overtime sign-up list to find the crew leader with the least amount of overtime (for line, the crew leader will be called from the appropriate service center: in town or South Service Center). The crew members assigned to the crew leader on the previous regular work shift (crew intact) will be called to work the overtime, except for: customer connections/disconnections, which will be staffed based on the nature and complexity of the work. In the event additional personnel are required after the normal crew members have been offered the overtime work, employees on the appropriate sign-up sheet will be called giving first consideration to the employees on the list with the least amount of overtime.

f. If a crew is called out on overtime and there was a LEO assigned to that crew on the previous "normal" work shift, then that LEO will be called as part of the crew intact. If the assigned LEO crewmember is not available, management will then determine if an additional crewmember is needed. If additional staff is needed, the crew will be staffed based on the specific needs of the emergency. If there was no LEO assigned on the previous "normal" work shift, then management will call the classification, which holds the qualifications, with the least amount of overtime first (such as, but not limited to, a LEO, apprentice, journey-level or electrical worker).

ARTICLE 15 - WORK RULES - OPERATING SECTION SHIFT PERSONNEL

Section 15.1 - The Standard Shift The standard shift for operating shift employees shall be seven (7) days on, followed by three (3) days off, then seven (7) days on, followed by four (4) days off. Shifts will be established by agreement between the work unit affected and the City. All shifts shall be in compliance with the Fair Labor Standards Act or qualify for its exemptions.

Section 15.2 - Relief Employees

- a. Dispatcher candidate(s), unassigned shift workers, and employees in an approved step program may be scheduled for work with a minimum of eight (8) hours between shifts. The employee(s) shall receive overtime compensation for those hours less than eight.
- b. Shift workers required to work more than one shift in any workday shall be compensated at the overtime rate of pay.
- c. Shift workers working more than eight (8) hours in any one shift shall be compensated at the overtime rate of pay.
- d. Relief employees shall not work more than five (5) shifts during the assigned basic workweek of seven (7) consecutive days without overtime compensation.
- e. A temporary vacancy in a higher classification shall be filled by the senior available relief employee, in accordance with Section 9.4, who has not completed five (5) shifts during the employee's basic workweek. The employee shall remain in such assignment until such time as the employee has completed five (5) shifts during his basic workweek or a more senior relief employee is available to work who has not completed five (5) shifts during his basic workweek, whichever occurs first. When no relief employees are available to work at the straight time rate, temporary vacancies shall be filled by calling an employee whose permanent classification is the same as the one in which vacancy occurs. Systems Power Dispatcher Candidates and Substation Operator Trainees will not fill such vacancies unless employees in the permanent classification are not available.
- f. An employee on standby or relief when not definitely on relief duty shall perform such duties as may be assigned by the supervisor to fill his/her full schedule of shifts.
- g. Relief personnel shall be given at least eight (8) hours prior notice, where practicable, of a shift change. If less than eight (8) hours prior notice is given, relief personnel receiving such notice shall receive an additional one (1) hour's pay at the straight time rate.

Section 15.3 - Overtime

- a. Employees called to perform work on their off days, holidays, listed in Article 14, Section 14.3(a) or called back from vacation shall be compensated at the overtime rate of pay.
- b. Scheduled overtime shall be defined as work outside of the employee's standard hours of work about which the employee received sufficient notice to have at least twelve (12) hours off duty between the time notice was provided and the time the overtime work begins. Overtime worked with less notice shall be considered unscheduled overtime. This language supersedes the definition of Scheduled Overtime in Section 5.8.

Section 15.4 - Holidays

- a. An employee working on the observance of any of the holidays listed in Article 14, Section 14.3(a) shall be compensated at the overtime rate of pay in addition to receiving holiday pay.
- b. When the City observance day of a holiday falls outside an employee's scheduled work shift, the employee shall receive pay at the straight time rate for the holiday.

Section 15.5 - Time Off An employee shall be entitled to take time off from their regularly scheduled shift equal to their earned vacation. All time off and vacation shall be scheduled by seniority; provided that application made after February 1 of each year shall be scheduled subject to availability of relief. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees.

Section 15.6 - Shift Changes Dispatchers and Substation Operators in their classification shall be permitted to change days and/or shifts among themselves, with the consent of the Department, provided no extra expense is incurred by the Department.

Section 15.7 - Training When management has identified a need to provide specific training or schedule a meeting (e.g. safety meetings, staff meetings, new equipment briefings, etc.) that is outside the employee's normal work hours and participation is voluntary, the employer will compensate the employee at the applicable overtime rate for all time that the employee is in attendance. Any meals, travel time, premium pay, fatigue time or any other compensation that could be associated with the meeting or training will not be paid to the employee attending. Employees attending meetings or training outside their normal work hours will be compensated a one-hour minimum unless immediately following their regular shift, in which case the employee may elect to remain and be compensated at the overtime rate of pay for their actual time in attendance. This language is only for employees working in the Systems Operation Work Group within the Transmission and Distribution Section of Tacoma Power.

Section 15.8 - Daylight Savings Time Transition Employees on shift during the transition to and from daylight savings time will receive pay for the actual number of hours worked on the affected shift. Sick leave and vacation leave will be charged based on the number of hours scheduled to work.

Section 15.9 – Shift Briefing Dispatchers and Substation Operators shall be allowed two-tenths of one (1) hour for shift briefing. The two-tenths of one (1) hour shall be paid at the overtime rate.

Section 15.10 - Meals During Overtime

- a. Shift workers working unscheduled overtime of one and one-half (1 1/2) hours or more on their days off, vacation, or holidays shall be entitled to a meal allowance furnished by the Department and subsequent meal allowances at six (6) hour intervals. No two meal allowances shall be paid in a six (6) hour period.
- b. Meal allowance shall be one-half of the current Line Electrician rate.

ARTICLE 16 - WORK RULES - TROUBLE CREWS

Section 16.1 - Workweek - Workday For the purpose of this Article, the normal workweek shall consist of five (5), eight (8) hour shifts during a recurring period of seven (7) consecutive days.

Shifts for trouble crews shall be arranged commensurate with Departmental needs. The Department will give due consideration to requests of the Union for shift arrangement.

Section 16.2 - Overtime

- a. Trouble crews called back to work during their days off or while on scheduled vacation shall be paid the overtime rate for such work.
- b. Trouble crews shall be compensated for overtime work in accordance with Section 13.2, 13.3 and Section 14.3 (c) and (d).
- c. Trouble crews scheduled to work on the City observance day of a holiday listed in Article 14, Section 14.3 (a) shall be compensated at the overtime rate in addition to the holiday pay. When a holiday falls outside the scheduled shift, trouble crews shall receive pay at the straight time rate for the holiday.
- d. All overtime pay shall be at the rate indicated in Appendix A of this Agreement.

Section 16.3 Assignment of Line Electricians to trouble crews shall be in accordance with the seniority provisions as set forth in Section 9.1.

Section 16.4 Trouble crews shall be entitled to take time off from the regularly scheduled shifts equal to their earned vacation subject to operating requirements and to regulations concerning use of earned vacation. All time off and vacation shall be scheduled by seniority within the Line Group; provided that application made after February 1 of each year shall be scheduled subject to availability of relief. All time off shall be scheduled subject to the operating requirements of the Department, and, as far as practicable, the preferences of the employees.

Section 16.5 - Training When management has identified a need to provide specific training or schedule a meeting (e.g. safety meetings, staff meetings, new equipment briefings, etc.) that is outside the employee's normal work hours and participation is voluntary, the employer will compensate the employee at the applicable overtime rate for all time that the employee is in attendance. Any meals, travel time, premium pay, fatigue time or any other compensation that could be associated with the meeting or training will not be paid to the employee attending. Employees attending meetings or training outside their normal work hours will be compensated a one-hour minimum unless immediately following their regular shift, in which case the employee may elect to remain and be compensated at the overtime rate of pay for their actual time in attendance.

ARTICLE 17 - WORK RULES - CRAFT

Section 17.1 - Line Group

- a. Senior Line Electricians, Line Electricians, and Apprentice Line Electricians (when in Step 1, and upon graduation from the Apprentice Program) are entitled to one (1) pair of line repairer boots (White or equal quality) every twenty-four (24) months. Senior Line Electricians and Line Electricians are entitled to one pair of such boots every 24 months once they have completed two consecutive years of service as a Senior Line Electrician or Line Electrician.

Senior Line Clearance Tree Trimmers, Line Clearance Tree Trimmers and the T&D Arborist (if he/she is qualified for, and subject to, duties that require climbing) will be provided one (1) pair of line repairer boots (White or equal quality) every twenty-four (24) months upon completion of two consecutive years of service as a Senior Line Clearance Tree Trimmer or Line Clearance Tree Trimmer.

Electrical Workers who are sponsored by Tacoma Power in a state-certified tree trimming apprenticeship program will be provided one (1) pair of line repairer boots (White or equal quality) during step 1 of the program and upon successful completion and graduation from the apprenticeship program.

- b. Line Electricians who are responsible for inspecting more than one crew shall receive Senior Line Electrician rate of pay. Management reserves the right to assign those employees who they believe possess the necessary skills and abilities to perform the work. Management may consider injured employees and seniority when making these assignments.
- c. Line Clearance Tree Trimmers (CSC 5253) who are responsible for inspecting more than one tree trimming crew shall receive Sr. Line Clearance Tree Trimmer rate of pay. Management reserves the right to assign those employees who they believe possess the necessary skills and abilities to perform the work. Management may consider injured employees and seniority when making these assignments.
- d. When two Senior Line Electrician crews are working together, the SLE to whom the job was assigned will be the "in charge" SLE. When two crews are working together, the crew leader assigned to be "in charge" of the job will remain "in charge."

Section 17.2 - Relay and Meter Shop

- a. The testing and repairing of relays and meters shall be performed by personnel assigned to the Relay and Meter Shop. The installation of all poly-phase meters shall be done by Relay and Meter Shop personnel.
- b. Relay and Meter Shop personnel shall not work on equipment while energized at more than 600 volts, per the Washington Administrative Code.

Section 17.3 - Communications Shop The installation, maintenance, and repair of communications equipment shall be performed by Communications Shop personnel. This shall include, but not be limited to, telephone, radio, and microwave equipment.

Section 17.4 - Generation Section

- a. Standby – A voluntary standby may be established by the project manager for the Cowlitz, Cushman and Nisqually Hydro projects. Journey level employees at each of the Hydro Projects may volunteer sign up for standby at their respective projects. The need for standby coverage shall be determined by the project manager or his/her designee. Volunteers shall be listed by seniority on a standby list. Once an individual has taken a standby assignment they shall be placed at the bottom of the list. This list shall continue to rotate in this manner. If there are no volunteers the standby will be assigned to the least senior Journey level employee who has not been assigned standby during the current year. A minimum of one (1) week notice will be given to any assignment of standby. Such assignment shall only occur once per employee per calendar year for a length of time no longer than five (5) days. No employee shall be assigned to a standby which includes a City recognized holiday. Nothing in this section shall preclude an employee volunteering for standby which includes a City recognized holiday. Journey level employees may also volunteer to be a part of an ongoing standby rotation.

An employee on standby capacity, outside regular working hours, shall receive standby pay of three dollars (\$3.00) per hour. An employee shall not receive standby pay for hours worked.

An employee on standby who takes action to dispatch (if the employee lacks task familiarity) or advise shall receive a one (1) hour minimum at their overtime rate of pay. An employee called to work from standby status, who is required to take action and respond to a callout to perform work shall be compensated in accordance with the provisions set forth in Article 13 of the CBA.

The employee shall receive overtime for actual hours worked, following a two hour minimum, measured from when the employee arrives prepared to work at the project and work location. The standby employee will do all that their job classification and tasks familiarity allows to correct the problem before calling out another employee. When employees are required to report to the work site for non-scheduled overtime Sections 13.2 and 13.3 will apply.

Each qualified employee will be provided a pager and/or cell phone. It is the employee's responsibility to be fit for duty and respond to the pager or phone call within fifteen (15) minutes and be within reasonable travel time (normally thirty (30) minutes) to the project while on standby assignment.

- b. All electrical maintenance, such as the checking and maintaining of commutators, brushes, exciters, and motors shall be the work of the Hydroelectric Plant Electricians.

- c. The responsibility of wiping slip rings and commutators shall be the duty of the plant electricians. Supervision and scheduling of the above duties shall be the responsibility of the plant supervisor or the plant manager.
- d. The fish crew normal shift will be Monday through Friday. During extended periods of heavy fish runs, employees assigned to the fish crew will work an alternate shift from Sunday through Thursday for one or two of the crew and a Tuesday through Saturday alternate shift for the other one or two of the crew. Hours will be from 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. For the purposes of the Fair Labor Standards Act, employees who work an alternate shift will have a temporary shift change noted.

The City will notify the affected employees at least seven (7) days in advance of any intended change in shift schedule. Assignment without proper notice for work outside of normal work hours (Monday through Friday 7:00 – 3:30 or 8:00 – 4:30) that result in working off-hours or days will be compensated at the applicable overtime rate of pay.

The fish crew assignments will be bid based on Cowlitz Project seniority. If no bid is received, fish crew assignments will be made based on inverse seniority.

Best efforts will be made by the City to rotate schedules annually between employees on the fish crew alternate shift to make the holiday double-time compensation equitable. No overtime compensation will be made to accommodate this rotation.

When the City observance day of a holiday falls on the employee's normal days off, the employee may take eight (8) hours of straight pay for the holiday or request another day off within the same week as the holiday.

When the City observance day of a holiday falls on the employee's scheduled workday, and if the City determines that no fish haul is required, the employee may take the day off with eight (8) hours of straight time pay for the holiday.

All other terms and conditions of the collective bargaining agreement shall remain as previously agreed. This agreement is designed to meet the specific needs of the Cowlitz Project and supplements Article 14 of the current collective agreement.

- e. For Cowlitz Hydro Project Electricians and Hydro Project Mechanics, both scheduled and emergency overtime shall be offered using the following criteria: assigned area of responsibility first, familiarity of task second and equitable distribution third.

Section 17.5 - Substation Group

- a. The vacuum filling and drying of transformers, the use of the oil processor and other assignments of limited duration may necessitate hour changes of five day week personnel to tend and monitor such an operation.

When hours are changed from other than 0800 to 1630, overtime shall be paid pursuant to Section 14.3a.

The employee working such overtime shall have the option of working their regular shift or taking that shift off on vacation or sick leave, provided that in the event the supervisor feels that working such regular shift creates a safety hazard to himself/herself or others, the employee shall be sent home on either vacation or sick leave.

- b. Wire Electrician – When two (2) to four (4) journey-level Wire Electricians are assigned to work at directly related jobs or on directly related equipment and buildings, one employee shall be designated as, and paid the Sr. Wire Electrician rate.

The above shall not apply when there is a supervisor assigned as provided in Article 9, when two (2) journey-level employees are assigned for reasons of safety or inspection (inspection is intended to mean underground vaults in city streets, or in privately owned buildings), or when two (2) journey-level employees are assigned for the purpose of training one (1) journey-level employee on a specific task.

- c. When two (2) or more Senior Wire Electrician crews are working together, the SWE to whom the job was assigned will be the "in charge" SWE. It is the supervisor's responsibility to designate the "in charge" SWE. When two (2) or more crews are working together, the crew leader assigned to be "in charge" of the job will remain "in charge" for the duration of the job. In the event of overlapping jobs, the supervisor will designate the "in charge" SWE.

ARTICLE 18 - WORK RULES - SIGNAL & LIGHTING/FIRE ELECTRICAL MAINTENANCE

Section 18.1 All provisions of this contract shall apply except wherein conflict with the provisions of this Article or except where specifically excluded.

Section 18.2 References to specific Department of Public Utilities committees or personnel shall be interpreted to mean equivalent General Government committees or personnel where applicable.

Section 18.3

- a. The following sections of the contract will not apply to Signal & Lighting employees: Section 9.1C(2), Section 13.7.b, Section 13.17, and Article 14.
- b. The following sections of the contract will not apply to Fire Electrical Maintenance employees: Section 9.1C(2), Article 14, Article 20.4(e).

Section 18.4

- a. For the purpose of this section, the normal workday shall be considered to start at 12.00 midnight, and the standard work shift shall mean the regular straight-time

working hours beginning at 8:00 a.m. Eight (8) hours of work shall constitute a normal workday.

- b. Standard hours of work shall be from 8:00 a.m. to 4:30 p.m. local time, allowing thirty (30) minutes for lunch, providing that adjustments to the foregoing standard hours of work may be made upon the mutual agreement of both parties.

Section 18.5 - Lunch Period The thirty (30) minute lunch period will normally be scheduled from 12:00 noon to 12:30 p.m. When employees are required to work through fifty percent (50%) or more of the normal lunch period, they shall receive an additional one-half (1/2) hour's pay at the straight time rate and be provided an unpaid thirty (30) minute lunch period later. Employees will not be required to stay on the job site while they are on their lunch period, however, any travel time shall be contained within the thirty (30) minute lunch period. In the event there are no sanitary facilities at the jobsite, employees will be given an additional ten (10) minutes prior to their lunch period for cleanup.

Section 18.6 - Overtime

An employee called to perform overtime work shall be paid from the time he/she reports to the headquarters or job site.

- a. All work performed outside the regularly scheduled work hours and on Saturday, Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, Veteran's Day, Christmas, and two additional holidays mutually agreed to by both employee and employer, and any other day fixed as a holiday by resolution of the City Council shall be paid for at the proper overtime rate as indicated in this article and Appendix A – Wage Scales of this Agreement. When one of the holidays listed above falls on a Saturday, the day preceding will be observed as a holiday with pay and when one of the holidays listed above falls on a Sunday, the next day following will be observed as a holiday with pay.
- b. When an employee reports for overtime and works four (4) hours or more before the beginning of their regular shift, employee may elect to take a minimum of eight (8) hours relief from duty (utilizing their own accrued leave time), or work their regular shift at the straight-time rate with the City concurrence. If requested to work their shift, employee would be paid at the overtime rate.
- c. An employee reporting for overtime work less than four (4) hours before the beginning of their regular shift may elect to work their regular shift at the straight-time rate or take off their regular shift utilizing accrued leave.
- d. Any employee who is scheduled to work overtime on weekends shall be notified not later than 4:30 p.m. on the previous workday, in accordance with Article 5 of this Agreement.
- e. After hour emergency call out and all other overtime opportunities shall be offered to the Public Works Street Operations employees first, prior to contacting any non-Tacoma Public Works employee or employer. The exception shall be for jobs or responsibilities that have been assigned to external contractors.

Section 18.7 - Meals - Scheduled Overtime An employee working non-scheduled overtime including callouts at least two (2) hours before or after his/her regular shift and at four (4) hour intervals thereafter shall be eligible for a meal allowance. Meal allowances shall be one-half the current Line Electrician rate.

- a. Employees will not be eligible for meal allowance when working scheduled overtime unless the number of hours worked exceeds their normally scheduled total daily hours of work as provided for above.
- b. Overtime shall be considered as scheduled in accordance with Article 5 of this Agreement.

Section 18.8 - Stand-by Time Assignment for stand-by time will be determined by a volunteer system, and an attempt shall be made to rotate stand-by within the list of volunteers. In the event no volunteers are available, management retains the right to assign employees in a reverse order of seniority.

- a. Public Works Operations will post for volunteers for standby from the Journey and Senior Signal and Lighting Electricians. Volunteers for standby shall be available to answer calls, respond appropriately and work if necessary.
- b. When an Electrician on standby takes action to dispatch crew(s) or advise on utility locations they will be compensated a minimum one hour at the Signal and Lighting Electrician Senior overtime rate of pay.
- c. When an Electrician on standby responds to a callout to perform Electrician work they will be compensated at the Signal and Lighting Electrician overtime rate of pay.
- d. Overtime distribution shall follow Section 13.2 and Section 13.7(a) of this Collective Bargaining Agreement. Nothing in this article shall prevent the assignment of emergency work to an on-duty swing shift crew.
- e. Apprentices will not be called as the primary responder. If two or more employees are needed to respond, the employee on standby shall determine if additional staff should be filled with journey level or apprentice electrician(s). At no time shall the ratio of apprentices to electricians on the job site exceed the limit of one to one.
- f. Crews responding to an emergency overtime callout may at any time request, through the employee assigned to standby, additional resources to ensure a safe work site.

When an employee is assigned in a stand-by capacity, he/she shall receive \$3.00 per hour as stand-by pay for all such hours. Stand-by pay will be suspended during a callout, and the applicable contract provisions will apply. The employee will be subject to call out during all hours for which he/she is receiving stand-by pay. Employees on stand-by status will be required to carry a City pager or City cell phone. An employee on stand-by assignment must remain fit for duty and must respond to the pager or call within fifteen (15) minutes.

Section 18.9

- a. If equipment is felt unsafe by the employees, they shall submit their concern about the unsafe condition to their supervisor in writing. They shall not be required to operate or use such equipment until the unsafe condition is corrected.

- b. Fire Alarm Electricians are entitled to new line boots, (White or equal quality) as needed, not to exceed one (1) new pair every two (2) years. Signal & Lighting Electricians, who climb, shall be entitled to line boots, as needed, not to exceed one (1) new pair every three (3) years. To qualify for boots, an employee in either classification must have completed two consecutive years of service with the City.
- c. When filling a temporary vacancy in the Traffic Signal Locator/Inspection shop position or Senior Signal & Lighting Electrician, the provisions of Article 9 shall apply.

Section 18.10 - Apprentices Upon successful completion of the Signal & Street Lighting Electrical Apprentice Program, an apprentice shall receive an increase in pay to the Signal & Street Lighting Electrician rate and the employee shall be eligible for non-competitive appointment to the next available opening for the classification of Signal & Street Lighting Electrician.

Section 18.11 – Rain Gear Flash resistant clothing, including rain gear, shall be provided in accordance with Section 13.18 to each Signal & Lighting Electrician and Apprentice. The City of Tacoma may also provide reflectorized supplemental rain gear for use at the employee's discretion when it is determined that no arc hazard exists. The provision of non-flash resistant reflectorized rain gear shall be at the discretion of management. Provision of, or discontinuation of this practice, shall be done on a group basis and not on an individual basis. The City will retain ownership of all rain gear and shall replace at such time that the condition of the rain gear warrants.

ARTICLE 19 - WORK RULES - FACILITIES MAINTENANCE MECHANICS

This section does not apply to those Facilities Maintenance Mechanics who are assigned to Tacoma Public Utilities.

Section 19.1 - Hours of Work The normal shift hours are Monday through Friday, 8 a.m. to 4:30 p.m. with a one-half (1/2) lunch, however, with 24 hours' notice an employee may be moved to 6:30 a.m. to 3:30 p.m. for non-emergency activities. On Tuesdays of scheduled City Council meetings, an employee may be assigned to a 12:30 p.m. to 8:30 p.m. shift with a paid lunch. Other shifts may be set by mutual agreement between the City and the Union.

Meetings, events and other occurrences utilizing city facilities during off hours, and requiring personnel from the Building Maintenance Shop shall be assigned to the permanent personnel from the Facilities Maintenance Mechanics or Lead Mechanic classification by seniority.

Section 19.2 Temporary upgrade to Lead Facilities Maintenance Mechanic shall be assigned to the senior Mechanic if the Lead is absent from the job site for more than one day. The senior Mechanic reserves the right to refuse the upgrade if a qualified mechanic of lesser seniority is available and accepts the upgrade. The upgraded employee remains at the Lead's rate of pay for all hours worked that shift, including overtime adjacent to their shift. The employee in the upgraded position shall remain eligible for overtime pay at their regular rate of pay for Facilities Maintenance Mechanics' assignments.

Section 19.3 Facilities Maintenance Mechanics and Lead Mechanics shall be issued seven shirts and pants each year and one jacket every two years. Uniforms shall be ordered by May 1st of each year. The City will provide footwear, as needed but no more than once per calendar year, to permanent Public Works employees in the Facilities Maintenance Mechanic and Lead Facilities Maintenance Mechanic classifications. Employees shall be required to wear protective footwear that complies with OSHA's CFR Title 29.

Section 19.4 For Facilities Maintenance employees, all permits and licenses required for current positions will be paid by the City. All required training to obtain and maintain required permits and licenses will be offered to the employee at City expense.

Section 19.5 A qualified employee assigned in a stand-by (on-call) capacity, outside regular working hours, shall receive \$3.00 per hour as stand-by pay for each hour such employee is in a stand-by status. Stand-by pay will be suspended during a callout and the applicable contract provisions will apply.

Section 19.6 Facilities Maintenance Mechanics and Lead Facilities Maintenance Mechanics assigned to the Police Department shall have a total of three (3) mandatory holidays (Independence Day, Thanksgiving Day and Christmas Day). All other City recognized holidays shall be scheduled as mutually agreeable between the employee and supervisor. Holidays must be scheduled and used by the end of the year.

ARTICLE 20 - WAGE SCALES

Section 20.1 All work performed shall be compensated for as provided in Chapter 1.12 of the Tacoma Municipal Code, unless modified by this Agreement. Any modification of such compensation must be a result of mutual consent and will be binding on both parties; provided that any such modification is subject to the approval of the Tacoma City Council.

Section 20.2 - Wage Scales for 2017-2020

Wages for 2017 (without RHS), which are identified in Appendix A, will be retroactive to April 1, 2017; provided that the retroactivity of this proposal shall apply only to employees in the bargaining unit as of the date the Agreement is ratified by the Union

Any employee whose wage scale was reduced as a result of the market study conducted in 2013 shall be frozen at their current wage until such time as their classification rate of pay catches up. This means that the affected employee will be frozen at their current wage until such time as the annual negotiated wage adjustments set forth below catch up and then exceed the employee's frozen wage. In addition, if an employee's base wage remains redlined after the effective date of the wage increase for 2017 described above, the employee shall receive a one-time lump sum payment in the amount of \$750.

Effective April 1, 2018, wages shall increase by three percent (3.0%).

Effective April 1, 2019, wages shall increase by three percent (3.0%).

Effective April 1, 2020, wages shall increase by an amount equal to 100% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Seattle- Tacoma-

Bellevue Area, All items, measured from June of 2018 to June of 2019, with a minimum of 2.25% and a maximum increase of 3.5%.

Section 20.3 - Longevity Effective April 1, 1979, longevity shall be provided per Ordinance 20938 consisting of:

- 1% of base pay with aggregate service of 5 through 9 years.
- 2% of base pay with aggregate service of 10 through 14 years
- 3% of base pay with aggregate service of 15 through 19 years
- 4% of base pay with aggregate service of 20 years or more

Section 20.4 - Application of Rates

- a. When a Hydroelectric Mechanic or Hydroelectric Electrician, working at the Cowlitz, Cushman or Nisqually hydroelectric projects, has two or more city employees assigned to them for the same task, or has been assigned to oversee the work of two or more contract employees, he/she shall receive an additional 6.5% as the lead worker. Or, when two or more Hydroelectric Mechanics or Hydroelectric Electricians of the same classification are assigned to the same task, one shall be designated as the lead worker and shall receive an additional 6.5%. The above shall not apply when assigned to do specific workplace skills and/or safety training, or when working as a safety watch at a confined space. Lead duties may include directing the work of others, sourcing material and equipment, and ensuring crew safety. The designation of lead worker shall be established on the criteria of assigned area first then seniority second. For hydroelectric projects that do not have assigned areas of responsibility, lead worker shall be established by task familiarity first then seniority second. Areas of responsibility or familiarity shall include but are not limited to; Powerhouse(s), Dam(s), Switch Yard(s), Fish Hatchery(s), Park(s), and supporting - facilities.
- b. Line and Wire Electrician - In the event a Line or Wire Electrician shall be required to perform all the duties of a Line or Wire Electrician with the exception of normal climbing duties as established in Civil Service Class Specification 5255 Line Electrician or 5245 Wire Electrician, he/she shall receive 79.9%.
- c. Employees currently working as a trouble person cannot be "bumped" from that position by a more senior employee. Line Electricians, when assigned as trouble person, shall receive 6% above the Line Electrician rate; provided that this rate will be increased to 7% effective as of the first payroll period following the Union's ratification of this Agreement.
- d. Hard Core Underground Premium Pay - Journey level and above electricians, including Apprentice Wire Electricians, Apprentice Line Electricians, and Apprentice Signal & Lighting Electricians (*as noted below) working (excluding housekeeping) in a vault or manhole that exceeds 60" in depth; and contains energized (exposed) secondary bus or involves working on or within two feet of energized primary equipment, shall receive 3% above their base rate of pay for the time actually worked in the vault (with a two hour minimum). This applied rate shall not be subject to the provisions of section 9.1 of the contract.

The following classifications may receive the Hard Core Underground Premium Pay:

5245	Wire Electrician
5246	Wire Electrician, Sr.
5243	Wire Electrician Apprentice
5255	Line Electrician
5257	Line Electrician, Sr.
5241	Line Electrician Apprentice
5275	Signal & Lighting Electrician
5274	Signal & Lighting Electrician, Sr.
5273	Signal & Lighting Electrician Apprentice

- e. Electrical Worker (Signal & Lighting and Fire Maintenance) There shall be 1.5% between each step of the Departmental Pre-journey training program. An Electrical Worker with journey-level qualifications performing the highest level of worker's assignments, such as those which require the performance of some journey-level duties, shall receive Step 7.
- f. Signal & Lighting Electricians (CSC 5275) who are assigned as Inspector/Locators responsible for the location of signal and streetlight assets and the inspection of work performed by contractors on private development and capital improvement projects shall receive 10% above the base rate of pay. Employee John Wilbur is grandfathered at the 116.5% rate for any hours performing inspector/locator functions. Management reserves the right to assign those employees who they believe possess the necessary skills and abilities to perform the work. Management may consider seniority when making these assignments.
- g. When two or more Signal & Lighting Electricians and/or a Signal & Lighting Electrician and any other Signal & Lighting employee are assigned to work together as a crew without direct supervision, one employee (i.e., the most senior Signal & Lighting Electrician in the case of two or more Signal & Lighting Electricians) shall be paid at a rate of 4% above the Signal & Lighting Electrician. Signal & Lighting Electricians assigned to the Swing Crew shall receive 4% above the base rate of pay.
- h. When two or more Fire Maintenance Electricians, or one journey level and more than one worker, are assigned to work together as a crew without direct supervision, one employee shall be paid at a rate of 4% above the Fire Maintenance Electrician. The above shall not be paid when two or more Signal & Lighting or Fire Maintenance Electricians or one Fire Maintenance Electrician and more than one worker are assigned for reasons of inspection or testing; or when two or more Fire Maintenance Electricians, or one Electrician and more than one worker, perform fire station maintenance, or maintenance of fire alarm battery room. The above shall further not be paid unless a supervisor is absent from the work site for more than two hours.
- i. Signal & Lighting Electricians (CSC 5275) who are assigned to the controller shop and are responsible for the configuration, testing, operation and maintenance of signal controller cabinets and auxiliary components shall receive 4% above the base rate of pay. Management reserves the right to assign those employees who

they believe possess the necessary skills and abilities to perform the work. Management may consider seniority when making these assignments.

- j. Senior Line Clearance Tree Trimmers shall be paid an additional 5% when supervising five (5) or more persons.
- k. Electrical Meter & Relay Technician Steps shall be as follows:

5230.0	Journey Meter Technician	base
5230.1	AMRT Training	1% over base
5230.2	AMRT Training	2% over base
5230.3	AMRT Training	3% over base
5230.4	AMRT Training	4% over base
5230.5	AMRT Training	5% over base
5230.6	AMRT Training	6% over base
5230.7	7th step AMRT Training	7% over base
5230.8	Senior Meter/Relay Technician	14.25% over base
5230.9	Assistant Supervisor Meter & Relay	25% over base

Upon successful completion of all seven steps and final exam of the AMRT program, incumbents in 5230.7 will be advanced to 5230.8.

Seniority at the 5230.8 position will be based on the completion date of the AMRT program. When employees have the same completion date, the final grade will be used to determine seniority within the 5230.8 position.

On or before December 31, 2018, the parties will meet to discuss management's proposals to separate the Relay and Advanced Meter apprenticeships, and to change the minimum requirement for the Relay Program to permit application by employees who have completed an apprenticeship in the electrical industry.

- l. When a qualified Systems Power Dispatcher is assigned to dispatching duties under the supervision of a Generation Desk Dispatcher he/she shall receive 90.94% of the Generation Desk Dispatcher rate of pay. A Dispatcher assigned to perform coordination duties shall receive 108.06% of the Generation Desk rate of pay. While training under the supervision of a Generation Operator or Coordinator, System Dispatchers will receive their regular rate of pay (no setup).
- m. Electrical Inspector - When an Electrical Inspector is assigned lead duties, he/she shall be paid 6.3% above the step 3 Electrical Inspector rate of pay. Such assignment shall be at the sole discretion of management.
- n. Utility Services Specialist – Step 7 Advancement shall be based on the following criteria: the individual shall have been in the classification eight (8) years with three (3) years at Step 6.
- o. Senior Line Clearance Tree Trimmers - Employees currently in the classification of Senior Line Clearance Tree Trimmers who acquire and maintain an International Society of Arborist (ISA) Certification shall receive a three percent (3%) applied rate. Additionally, the classification specification shall be changed to REQUIRE all Senior Line Clearance Tree Trimmers to have and maintain an ISA Certification. Employees hired into the classification of Senior Line

Clearance Tree Trimmer prior to July 23, 2007 will not be required but will be encouraged to obtain and maintain this ISA Certification.

- p. An additional three 3% applied rate shall be paid to all Line Equipment Operators (LEO) who are certified instructors for Commercial Driver Training (CDL) for all hours spent training other workers and for class preparation.
- q. A System Power Dispatcher Candidate upon successful completion of Step 4 will be advanced to Step 5 and given up to a maximum of six months to successfully obtain the NERC dispatcher certification. Upon obtaining NERC certification the candidate will graduate from the System Power Dispatcher Candidate Training Program and will be eligible for a non-competitive appointment subject to Tacoma Civil Service Board Approval and JATC Bylaws.
- r. Electrical Worker (Tree Trimmer Training) There shall be 1.5% between each step in the Departmental Pre-journey training program up to and including Step 5.
- s. Senior Line Electricians (CSC 5257) and Senior Wire Electricians (CSC 5246) working as Coordinators shall receive a 3% applied rate for all hours so worked; provided that this rate will be increased to 5% effective as of the first payroll period following the Union's ratification of this Agreement. Employees will be eligible for scheduled and emergency overtime. After six months, the employee is ineligible for scheduled overtime. This applied rate shall not be subject to the provisions of section 9.1 of the contract.
- t. Journey level and above employees in the Transmission & Distribution department selected to serve as Safety Coordinators shall receive a 3% applied rate for all hours so worked. Employees in this position will not be eligible for scheduled or emergency overtime related to crew assignments. This applied rate shall not be subject to the provisions of section 9.1 of the contract.
- u. Electrician (CSC 5236) The City will reimburse employees in this classification for the cost of license recertification every three years. The City will pay the full cost of tuition for any required CEU training when the course has been approved in advance by management. CEU training (24 hours every three years) may be taken during an Electrician's regularly scheduled shift, with prior management approval.

Section 20.5 Establish a Joint Labor-Management Wage Adjustment Committee as follows:

A Joint Union-Management Wage Fact Finding Committee study with equal representation from the Union and Management shall be established to study and make recommendations on alleged wage inequities. Such committee shall meet within 30 days of request of either party to this agreement. Each party shall bear the expense of its representatives and other called by it to appear before the Committee. The responsibility for the preparation and presentation of the factual information pertaining to wage adjustment requests rests with the requesting party. All requests for wage adjustments must be presented to this Committee for study and recommendation before they may be submitted to negotiations. After an agreement is reached and approved by the appropriate legislative bodies, the effective date shall be the date when approved by the appropriate legislative bodies. Changes shall be included as amendments at the next opening of the Agreement. Wage adjustment request not agreed upon by this committee

may be submitted by the Union-Management for further consideration at the next opening of the agreement.

This Committee shall only consider alleged wage inequities brought about by actions which have occurred during the life of this agreement.

The Committee will not be requested to convene within sixty (60) days from the approval of this agreement by the appropriate legislative bodies nor sixty (60) days prior to opening of negotiations for a successor agreement.

Section 20.6 The City and Local 483 agree to defer twenty-five cents (\$0.25) per hour of the wage rates in this Agreement increase as a City contribution to a Medical Savings Account to be paid for all straight time compensated hours. Contributions on overtime hours shall be thirty seven and one half (\$0.375) per hour for time and one-half overtime hours and fifty cents (\$0.50) per hour for double time overtime hours. Such contributions and benefits shall be subject to the applicable plan document. The contributions described in this paragraph will be eliminated January 1 of any year in which a tax is in effect that could apply to such contributions, and the parties will meet and bargain the impacts of any such change.

To calculate the new wage rate to be shown in Appendix A for each year when a COLA is specified, the formula will be: $((\text{current wage rate} + 25\text{¢}) \times \text{COLA}) - 25\text{¢}$.

T&D Flaggers are excluded from the District 9 supplemental pension plan and MSA plan.

Section 20.7 The following Contract Addendum is attached to this contract and will remain in effect until mutually agreed to remove:

#1 – T&D Flagger dated November 20, 2003. (Revised TA 4/20/10)

Section 20.8 Employees covered by this Agreement are eligible to participate in the VEBA program provided by Council Ordinance 26070 adopted October 12, 1997, and in accordance with the provisions in the Tacoma Municipal Code; provided that the option to participate in the VEBA program will terminate effective January 1st of any year in which changes to federal or state law make it possible that participation in the program will result in a tax or penalty on amounts contributed, and the parties will meet and bargain the impacts of any such change.

ARTICLE 21 - SAVINGS

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. The parties agree to immediately renegotiate any part or provisions in this Agreement rendered or declared invalid.

ARTICLE 22 - DISCIPLINE

Section 22.1 The Union may grieve any disciplinary suspension of five (5) working days up through twenty-two (22) working days under the grievance procedure as outlined in Article 8 of this Agreement starting at Step 4.

Section 22.2 Any suspension greater than 22 working days, dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of this Agreement, or submitted to Civil Service Board. Should the employee elect to use the Civil Service Board procedure to appeal a disciplinary action, the employee irrevocably waives the right to appeal through the grievance procedure. Similarly, should the employee elect to use the grievance process, it must be filed at Step 4 in accordance with the grievance procedures outlined in Article 8 of this Agreement. The filing of a grievance irrevocably waives the right to appeal through the Civil Service Board Procedure.

APPENDIX A – WAGE SCALES

With the exception of T&D Flagger, wage scale calculations include the twenty-five cent (25¢) Retirement Health Savings (RHS) contribution. Rates shown with the 25¢ subtracted.

Code	Classification	Applied Rate		2017 Rate	OT
4122	Communications System Technician I				
	Step 1			32.33	64.66
	Step 2			33.95	67.90
	Step 3			35.64	71.28
	Step 4			37.42	74.84
	Step 5			39.29	78.58
4120	Communications System Technician, II			47.15	94.30
4121	Communications System Technician, III			50.08	100.16
4119	Communications System Technician, Apprentice		% of Communications Tech II		
	Step 1		69.16%	32.61	65.22
	Step 2		70.97%	33.46	66.92
	Step 3		73.17%	34.50	69.00
	Step 4		75.36%	35.53	71.06
	Step 5		77.57%	36.57	73.14
	Step 6		79.77%	37.61	75.22
	Step 7		81.81%	38.57	77.14
5004	Craft Helper		% of Top Step		
	1st 6 months			20.39	A
	7th through 18th month			21.41	A
	19th through 30th month			22.48	A
	31st through 42nd month			23.61	A
	Thereafter			24.78	A
2125	Electrical Inspector		% of Electrical Inspector		

	1st 17 months		90.71%	39.07	78.14
	18th through 35th month		95.24%	41.02	82.04
	thereafter		100%	43.07	86.14
		m	106.3%	45.78	91.56
5242	Electrical Meter & Relay Technician, Apprentice		% of Electrical Meter & Relay Tech		
	Step 1		74.82%	33.74	67.48
	Step 2		76.73%	34.60	69.20
	Step 3		79.13%	35.68	71.36
	Step 4		81.52%	36.76	73.52
	Step 5		83.92%	37.84	75.68
	Step 6		86.32%	38.92	77.84
	Step 7		88.72%	40.00	80.00
5230	Electrical Meter & Relay Technician			45.09	90.18
5230	Advanced Electrical Meter & Relay Technician		% of 5230.0 rate of pay		
	5230.0 Step 1		100%	45.09	90.18
	5230.1 Step 2	k	101%	45.54	91.08
	5230.2 Step 3	k	102%	45.99	91.98
	5230.3 Step 4	k	103%	46.44	92.88
	5230.4 Step 5	k	104%	46.89	93.78
	5230.5 Step 6	k	105%	47.34	94.68
	5230.6 Step 7	k	106%	47.80	95.60
	5230.7 Step 8	k	107%	48.25	96.50
	5230.8 Step 9	k	114.25%	51.52	103.04
	5230.9 Step 10	k	125%	56.36	112.72
5239	Electrical Trainee				
	1 st Year			24.13	48.26
	2 nd Year			27.42	54.84
5240	Electrical Worker				
	1st Year			27.35	54.70
	2nd Year			28.72	57.44
	3rd Year			30.16	60.32

		Thereafter			31.66	63.32
5240	Electrical Worker - Tree/Fire/Signal					
		Step 1	e	91.00%	27.21	54.42
		Step 2	e	92.50%	27.66	55.32
		Step 3	e	94.00%	28.11	56.22
		Step 4	e	95.50%	28.55	57.10
		Step 5	e	97.00%	29.00	58.00
		Step 6	e	98.50%	29.45	58.90
		Step 7	e	100.0%	29.90	59.80
5236	Electrician				38.45	76.90
0623	Energy Services Representative					
		1st 6 months			30.06	60.12
		7th through 18th month			31.55	63.10
		19th through 30th month			33.13	66.26
		31st through 42nd month			34.80	69.60
		Thereafter			36.53	73.06
6008	Facilities Maintenance Mechanic					
		Step 1			32.20	A
		Step 2			33.80	A
		Step 3			35.49	A
6009	Facilities Maintenance Mechanic, Lead					
		Step 1			35.40	A
		Step 2			37.18	A
		Step 3			39.04	A
5244	Fire Maintenance Electrician, Apprentice			% of Fire Maintenance Electrician		
		Step 1		78.00%	33.77	67.54
		Step 2		80.00%	34.63	69.26
		Step 3		82.50%	35.71	71.42
		Step 4		85.00%	36.80	73.60

		Step 5		87.50%	37.88	75.76
		Step 6		90.00%	38.96	77.92
		Step 7		92.50%	40.04	80.08
5270	Fire Maintenance Electrician			% of Fire Maintenance Electrician		
				100%	43.29	86.58
			h	104.00%	45.02	90.04
5145	Heating & Air Cond. Maint Mechanic Supervisor					
		Step 1			37.42	74.84
		Step 2			39.29	78.58
		Step 3			41.26	82.52
		Step 4			43.32	86.64
		Step 5			45.48	90.96
5132	Hydro Project Electrician					
				100.00%	45.85	91.70
			a	106.50%	48.83	97.66
5285	Hydro Project Electrician Apprentice			% of Hydro Project Electrician		
		Step 1		75.10%	34.43	68.86
		Step 2		77.10%	35.35	70.70
		Step 3		79.10%	36.27	72.54
		Step 4		81.10%	37.18	74.36
		Step 5		83.10%	38.10	76.20
		Step 6		85.10%	39.02	78.04
		Step 7		87.10%	39.94	79.88
		Step 8		89.10%	40.85	81.70
5301	Hydro Project Mechanic					
				100.00%	45.85	91.70
			a	106.50%	48.83	97.66
5287	Hydro Project Mechanic, Apprentice			% of Hydro Project Mechanic		
		Step 1		75.10%	34.43	68.86

		Step 2		77.10%	35.35	70.70
		Step 3		79.10%	36.27	72.54
		Step 4		81.10%	37.18	74.36
		Step 5		83.10%	38.10	76.20
		Step 6		85.10%	39.02	78.04
		Step 7		87.10%	39.94	79.88
		Step 8	a	89.10%	40.85	81.70
5056	Hydro Utility Worker					
		1 st Year		86.38%	29.72	59.44
		2 nd Year		90.69%	31.21	62.42
		3 rd Year		95.25%	32.78	65.56
		Thereafter		100.00%	34.41	68.82
5057	Hydro Utility Worker, Senior				39.58	79.16
5253	Line Clearance Tree Trimmer				40.08	80.16
5254	Line Clearance Tree Trimmer, Senior			% of Senior LC Tree Trimmer		
				100%	43.65	87.30
			p	103%	44.96	89.92
			j	105%	45.83	91.66
			j & p	108%	47.14	94.28
5255	Line Electrician			% of Line Electrician		
			b	79.90%	37.25	74.50
				100%	46.62	93.24
			d	103%	48.02	96.03
			c	107%	49.88	99.76
5241	Line Electrician, Apprentice			% of Line Electrician		
		Step 1		71.41%	33.29	66.58
		Step 2		73.23%	34.14	68.28
		Step 3		75.49%	35.19	70.38
		Step 4		77.77%	36.26	72.52
		Step 5		80.03%	37.31	74.62

		Step 6		82.30%	38.37	76.74
		Step 7		84.57%	39.43	78.86
		Step 1	d	73.56%	34.29	68.58
		Step 2	d	75.42%	35.16	70.32
		Step 3	d	77.76%	36.25	72.50
		Step 4	d	80.10%	37.34	74.68
		Step 5	d	82.43%	38.43	76.86
		Step 6	d	84.77%	39.526	79.04
		Step 7	d	87.11%	40.61	81.22
5257	Line Electrician, Senior			% of Senior Line Electrician		
				100%	52.20	104.40
			d, t	103%	53.77	107.54
			s	105%	54.81	109.62
5256	Line Equipment Operator			% of Line Equip Operator		
				100%	38.61	77.22
			q	103%	39.77	79.54
5273	Signal/Street Light Electrician, Apprentice			% of Signal & Light Elec.		
		Step 1		78.14%	31.37	62.74
		Step 2		80.12%	32.16	64.32
		Step 3		82.62%	33.16	66.32
		Step 4		85.09%	34.16	68.32
		Step 5		87.59%	35.16	70.32
		Step 6		90.06%	36.15	72.30
		Step 7		92.56%	37.15	74.30
		Step 1	d	80.49%	32.31	64.62
		Step 2	d	82.53%	33.13	66.26
		Step 3	d	85.10%	34.16	68.32
		Step 4	d	87.65%	35.18	70.36
		Step 5	d	90.22%	36.21	72.42
		Step 6	d	92.76%	37.23	74.46
		Step 7	d	95.34%	38.27	76.54
				100.00%	40.14	80.28
			d	103.00%	41.34	82.68

5275	Signal & Light Electrician		% of Signal & Light Elec.		
			100.00%	40.14	80.28
		d	103.00%	41.34	82.68
		g, i	104.00%	41.75	83.50
		f	110.00%	44.15	88.30
5274	Signal & Light Electrician, Senior		118%	47.37	94.74
5116	Substation Operator, Senior		% of Sr. Substation Operator		
	1 st 6 months		95.23%	43.74	87.48
	Thereafter		100.00%	45.93	91.86
5120	Systems Power Dispatcher		% of System Dispatch Generation Desk		
	Distribution Desk	l	90.94%	51.54	103.08
	Generation Desk Rate		100.00%	56.67	113.34
	Coordinator	l	108.06%	61.24	122.48
5119	Systems Operator Power Dispatcher Candidate		% of System Dispatch Generation Desk		
			70.79%	40.12	A
			74.33%	42.12	A
			78.04%	44.23	A
			81.94%	46.44	A
		r	86.04%	48.76	A
5252	T&D Arborist			47.03	94.06
5003	Flagger, T & D				
	First 1040 hours			19.90	A
	Second 1040 hours			20.99	A
	Thereafter			22.10	A
52380	Tool & Equipment Room Coordinator				
	Step 1			33.57	A
	Step 2			35.24	A

0617	Utility Services Specialist		% of Utility Services Spec.		
	Step 1			36.63	A
	Step 2			38.47	A
	Step 3			40.39	A
	Step 4			42.41	A
	Step 5			44.53	A
	Step 6		100%	46.75	A
	Step 7	n	105%	49.09	A
5245	Wire Electrician		% of Wire Electrician		
		b	79.90%	36.65	73.30
			100%	45.87	91.74
		d	103%	47.25	94.50
5243	Wire Electrician, Apprentice		% of Wire Electrician		
	Step 1		71.93%	33.00	66.00
	Step 2		73.00%	33.49	66.98
	Step 3		75.31%	34.54	69.10
	Step 4		77.59%	35.59	71.18
	Step 5		79.99%	36.69	73.38
	Step 6		82.20%	37.71	75.42
	Step 7		84.51%	38.77	77.54
	Step 1	d	74.10%	33.99	67.98
	Step 2	d	75.19%	34.49	68.98
	Step 3	d	77.56%	35.58	71.16
	Step 4	d	79.92%	36.66	73.32
	Step 5	d	82.39%	37.79	75.58
	Step 6	d	84.67%	38.84	77.68
	Step 7	d	87.05%	39.93	79.86
5246	Wire Electrician, Senior		% of Senior Wire Electrician		
			100%	51.26	102.52
		d, t	103%	52.80	105.60
		s	105%	53.82	107.64

5302	Wynoochee Project Maintenance Technician				
		Step 1		35.61	A
		Step 2		36.45	A
		Step 3		37.30	A
		Step 4		38.19	A

APPENDIX/ADDENDUM B

This [Appendix/Addendum] expires independently from the collective bargaining agreement to which it is attached. The following text is contained in the Joint Labor Agreement for the period 2017-2018:

3.4 Payroll Deduction.

3.4.1 **Union Dues.** As evidence of its recognition of employee membership in unions and organizations affiliated with the Joint Labor Committee and other bona fide unions and employees organizations and professional societies, the City of Tacoma agrees that upon written authority given to it by any member of the Union or other representative organization, it will deduct from the wages payable by the employer to such member, in the manner provided by law, such amounts as such member shall authorize, as dues to the organization, and transmit such dues to the organization. The City shall be given one full pay period advance notice of all dues changes. There shall be no retroactive deduction of dues.

3.4.2 **Voluntary Contribution to Labor Funds, Committees or Subsidiary Organizations.** The City will deduct from the pay of each employee, each month, the amount the employee wishes to voluntarily contribute to a fund, committee or subsidiary organization maintained or established by a labor organization; provided that the employee has submitted a written original authorization form signed by the employee to the City's Payroll Department, and further provided that a minimum of twenty-five (25) employees have authorized a contribution to the same fund, committee or organization. The first deduction will take effect at the end of the month following the City's receipt of sufficient authorization forms. The deduction will occur once per month on the second pay period of the month.

ARTICLE 6 - ENUMERATION OF BENEFITS

6.1 **Domestic Partners.** The City will make available to domestic partners benefits, including insurance, paid leave and statutory Family and Medical Leave, on the same basis that those benefits are provided to employee spouses. Domestic partners will be recognized if the domestic partnership is registered with or recognized by the State of Washington pursuant to RCW 26.60; provided, that the City will continue to recognize domestic partnerships on file with the City as of December 31, 2016, until the participating employee's separation from employment or dissolution of the domestic partnership, whichever occurs first.

6.2 **Medical Insurance.** The City of Tacoma and the Joint Labor Committee have negotiated and put in effect medical insurance programs which will continue in effect for the duration of this Agreement. During the term of this Agreement, the City will provide medical insurance to employees and their eligible dependents through the plans described in Appendix A.

6.2.1 **Eligibility.** Permanent, project, appointive, and temporary pending exam employees and their dependents are eligible for coverage beginning on the first day of the calendar month following the date of hire, unless the date of hire is also the first working day of the calendar month, in which case benefits eligibility begins on the date of hire. All other temporary employees and their dependents

are eligible for coverage beginning on the first day of the calendar month following 60 days of continuous employment from the date of hire.

- 6.2.2** Default Options. If permanent, project, appointive and temporary pending exam employees fail to enroll or waive medical coverage within the required enrollment period, the employee will be enrolled automatically in the City's default medical plan. The default plan shall be the Regence BlueShield PPO Plan. If a temporary employee fails to timely enroll or waive coverage, the employee will be determined to have waived coverage, until such time as they enroll pursuant to a qualifying life event or an open enrollment period.
- 6.2.3** City Payment of Claims/Premiums. Except as provided below, the City will pay the claims or premiums (according to the plan selected by the employee) associated with the medical insurance selected by the employee and eligible dependents from the City's Health Care Trust. The City will not use reserve funds for purposes other than paying costs associated with the maintenance and administration of its health insurance plans without the express negotiation and consent of the Joint Labor Committee.
- 6.2.4** Employee Contributions to Premiums. Employees selecting employee-only coverage will contribute \$40 per month towards the premium costs of medical insurance. Employees insuring dependents will contribute \$80 per month towards the premium costs of medical insurance. In addition to these amounts, part-time employees will be responsible for the remainder of the premium cost of the plan they have selected after the City has made a prorated contribution toward the cost of the plan based on the percentage that the part-time employee's FTE actual hours compensated in the previous month bears to full-time (40 hours per week). Employees will be eligible for benefits based on assigned work schedule. The work schedule shall be determined monthly, for pay periods in the upcoming month. Such schedules will be rounded up to the nearest four (4) hour increment.
- 6.2.5** Wellness Credit. Employees participating in wellness will receive a \$20 per month credit toward their premium contribution for medical insurance coverage under the Regence PPO Plan or Group Health HMO Plan, or a \$40 per month credit toward their premium contribution for coverage under the Regence HDHP/HSA Plan. Employees in a temporary status are not eligible to receive the credit.
- 6.2.6** Contributions to HSA Accounts. Employees who select the Regence HDHP/HSA Plan will receive the following annual contributions to a health savings account. Contributions will be deposited on a monthly basis. Employees may contribute to their own accounts up to the maximum dollar value permitted by applicable law.
- a. Employees Who Participate in Wellness – \$1250 per year for employees selecting employee-only coverage; \$2500 per year for employees insuring one or more dependents.
 - b. Employees Who Do Not Participate in Wellness – \$500 per year for employees selecting employee-only coverage; \$1000 per year for employees insuring one or more dependents.

- 6.3** Dental and Vision Insurance. The City will provide dental and vision insurance to employees and eligible dependents according to the terms of its insurance plans. The City will not make changes to its dental or vision insurance plans during the term of this Agreement without first bargaining with the Joint Labor Committee. The City will pay the full premium cost for dental and vision insurance for employees and eligible dependents.
- 6.4** Dual Coverage. No City employee or eligible dependent may be insured under more than one City medical, dental, or vision insurance plan. Employees whose spouses/domestic partners/children up to age 26 are eligible for medical insurance benefits through the City will share the costs of insurance as follows:
- 6.4.1** Employees Choosing the Same Plan – One spouse/domestic partner will be placed on the other’s medical, dental, or vision insurance, and the primary spouse/domestic partner will pay the appropriate premium cost for family coverage.
- 6.4.2** Employees Choosing Different Plans – If spouses/domestic partners elect coverage under different plans, they may not provide coverage to their spouse/domestic partner on their medical, dental, or vision insurance plan. Each employee will pay the appropriate cost share (individual or family) depending on whether they include children on their plan.
- 6.4.3** Children up to Age 26 – Benefit-eligible employees whose parents are City employees must elect coverage in their name (paying the applicable premium contribution) or coverage as a dependent on their parent’s plan (with no premium contribution), but may not receive coverage under two medical, dental or vision insurance plans.
- 6.5** Opt Out With Proof of Insurance. Subject to any applicable legal restrictions imposed by the Employer’s medical, dental and vision insurance providers, full-time and part-time employees may choose to opt out of the Employer provided medical, dental and/or vision insurance. To be eligible to opt out of the medical, dental and/or vision insurance, full-time permanent, project, appointive, and temporary pending exam employees shall be required to: (i) provide the Employer with written proof of alternative medical, dental and vision insurance coverage; and (ii) notify the Employer in writing within thirty-one (31) calendar days if he/she should lose their alternative medical, dental and vision coverage.
- 6.6** Vacations shall be as provided in Section 1.12.220 of the Tacoma Municipal Code. This section provides in part for the following:
- 6.6.1** Full-time employees shall accrue vacation leave hours for each biweekly pay period pursuant to the following schedule:

Completed Years of Aggregate Service	Accrued Hours per Pay Period	Hours of Vacation Leave
Completion of years 0, 1, 2, 3	3.69	96
Completion of years 4, 5, 6, 7	4.60	120
Completion of years 8, 9, 10, 11, 12, 13	5.22	136
Completion of years 14, 15, 16, 17, 18	6.14	160
Completion of 19 years	6.45	168

Completion of 20 years	6.76	176
Completion of 21 years	7.07	184
Completion of 22 years	7.38	192
Completion of 23 years	7.69	200
Completion of 24 years	8.00	208
Completion of 25 years	8.31	216
Completion of 26 years	8.62	224
Completion of 27 years	8.93	232
Completion of 28 years or more	9.24	240

Employees vacation accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year.

- 6.6.2 Part time employees will accrue vacation on a pro-rated basis according to the percentage their FTE bears to full-time.
 - 6.6.3 Employees accrue vacation in each pay period in which they are in a paid status. An eligible employee shall accrue vacation based on the above schedule beginning from the date of their appointment.
 - 6.6.4 Vacation accrual balances shall not exceed an amount equal to two (2) years' accrual at the employee's then-current accrual rate.
 - 6.6.5 Vacation leave may not be taken without the prior approval of the appointing authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the City and, as far as practicable, the preferences of the employees. Authorized vacation time may be used in increments of one tenth (1/10) of an hour.
 - 6.6.6 For the purposes of this Section, permanent employees of the Municipal Belt Line Railway who are assigned to the extra board will be considered as full-time employees.
- 6.7 Sick allowance with pay shall be as provided in Section 1.12.230 - 1.12.232 of the Tacoma Municipal Code. This section provides in part the following:
- 6.7.1 Each regularly employed full-time employee, including temporary employees, shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which he or she has been in a paid status. There is no limit to the number of sick leave days an employee may accrue. Part-time employees shall accrue sick leave on a prorated basis according to the percentage their FTE bears to full-time.
 - 6.7.2 An employee separated from service due to death or retirement for disability or length of service is compensated to the extent of twenty five percent (25%) of his/her sick leave accruals. An employee separated in good standing from service for any other reason who has a minimum of ten (10) days accrual, is compensated to the extent of ten percent (10%) of his/her sick leave accruals, up to a maximum accrual of one hundred twenty (120) days.

6.7.3 Permissible uses of sick leave are described in Tacoma Municipal Code Sections 1.12.230 – 1.12.232.

6.8 Personal Time Off shall be as provided in Section 1.12.248 of the Tacoma Municipal Code. This section provides in part for the following:

6.8.1 Employees enrolled in the Personal Time Off (PTO) Plan shall accrue PTO hours for each bi-weekly pay period pursuant to the following schedule. Employees receive PTO in lieu of vacation and sick leave.

Completed Years of Aggregate Service	Hours per Year	Hours per Pay Period
Completion of years 0, 1, 2, 3	144	5.54
Completion of years 4, 5, 6, 7	168	6.46
Completion of years 8, 9, 10, 11, 12, 13	184	7.08
Completion of years 14, 15, 16, 17, 18	208	8.00
Completion 19 years	216	8.31
Completion of 20 years	224	8.62
Completion of 21 years	232	8.92
Completion of 22 years	240	9.23
Completion of 23 years	248	9.54
Completion of 24 years	256	9.85
Completion of 25 years	264	10.15
Completion of 26 years	272	10.46
Completion of 27 years	280	10.77
Completion of 28 years or more	288	11.08

6.8.2 Employees shall accrue PTO on a prorated basis according to the percentage their FTE bears to full-time. Employees' PTO accrual rates shall be established as of January 1 of each calendar year and shall be based on the rate applicable to the number of years of aggregate service the employee will complete within that calendar year. An employee may accrue a maximum of 960 hours of PTO.

6.9 On-the-job injury shall be as provided in Section 1.12.090 of the Tacoma Municipal Code. That section provides in part:

6.9.1 In the case of a disability covered by State Industrial Insurance or Worker Compensation, the first three (3) calendar days shall be paid at the regular normal pay and charged to earned leave, in the event the time loss is less than fifteen (15) calendar days.

6.9.2 For one-hundred-twenty (120) working days, the City will pay a supplement payment such that State payment plus City supplement equals eighty-five percent (85%) of regular normal pay.

6.9.3 Pursuant to Ordinance 27753, adopted November 18, 2008, after the payment and use of the one hundred twenty (120) working days, the employee may request to use accumulated sick leave and/or planned time off (PTO) balances to supplement the time loss pay such that the combination of the supplement and the time loss pay equals eighty-five percent (85%) of the employee's normal

wage (the employee's rate at the time of injury plus any longevity pay to which the employee is eligible). If the employee elects to use paid sick leave and/or PTO the election will continue until such balances are exhausted or until the employee returns to work. Hours deductions from the employee's PTO or sick leave balances shall be determined by dividing the supplement by the employee's regular hourly wage. Example: Assume a supplement amount of \$596 dollars is necessary to bring the total to 85%. If the employee's regular wage is assumed to be \$23.84, the deduction from sick leave and/or PTO would be $\$596/\$23.84=25$ hours.

- 6.9.4** Any employee who becomes disabled prior to completing thirty (30) working days' employment with the City, shall receive the compensation disability allowance for a maximum of thirty (30) working days.
- 6.9.5** The above does not apply to Police and Fire commissioned hired prior to October 1, 1977, however, such employees shall have on-the-job injury claims charged against their sick leave accruals in the same manner as other employees of the City.
- 6.9.6** For the purposes of this Section, regular normal pay shall be that rate of the classification in which he/she was working in on the date of injury.
- 6.10** Group Life Insurance shall be as provided in Section 1.12.096 of the Tacoma Municipal Code. The City will pay one hundred percent (100%) of the cost of premiums for those employees electing to participate. The amount of insurance an employee may purchase is based on his/her annual salary rounded to the next highest \$1,000 of coverage.
- 6.11** Longevity pay may be provided to employees of member unions pursuant to the terms of Ordinance 20938, which reads in part as follows:
 - 6.11.1** Regular, probationary, and appointive employees who through union agreement have elected the option of longevity pay shall receive additional compensation based on a percentage of their base rate of pay received for the class in which they are currently being paid. No application of rate may be used in computing longevity pay.
 - 6.11.2** Eligible employees shall receive longevity pay in accordance with the following schedule:

From 5 through 9 years aggregate service	1% per month
From 10 through 14 years aggregate service	2% per month
From 15 through 19 years aggregate service	3% per month
20 years or more aggregate service	4% per month
 - 6.11.3** Eligibility for longevity pay shall be determined by the length of aggregate City service and will be paid to an employee at the first of the calendar year in which any of the above stipulated periods of aggregate service will be completed.
- 6.12** Holidays shall be as provided in Section 1.12.200 of the Tacoma Municipal Code. This section provides in part that the following and such other days as the City Council, by resolution, may fix, are holidays for all regularly employed full-time employees of the City and shall be granted to employees or days off in lieu thereof.

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Fourth of July
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day immediately following Thanksgiving Day
Christmas Day (December 25)

6.12.1 A full-time employee shall receive eight (8) hours of holiday pay for each holiday listed above, provided he/she is in a paid status on both the entire regularly scheduled workday immediately preceding the holiday and the entire regularly scheduled workday following the holiday.

6.12.2 In addition to the days listed above, eligible employees shall receive two (2) additional eight (8) hour paid floating holidays per calendar year for which time off shall be mandatory. Floating holidays may not be carried over from one calendar year to the next, and may not be converted to cash in any circumstances. To be eligible for these floating holidays, employees must have been or scheduled to be continuously employed by the City for four (4) months as a full-time or part-time regular, probationary, or appointive employee during the calendar year of entitlement. An employee hired into a part time status shall receive holiday pay on a prorated basis on the hours that he/she is hired to work.

6.12.3 Full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, personal time off, compensatory time, or leave without pay at the employee's option to make up the difference between the employee's normally scheduled shift and the eight (8) hours of holiday pay.

6.12.4 Unpaid Holidays. Employees will be granted two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee will select the days on which to take the unpaid holiday(s) after consultation with his or her supervisor as provided by City policy. To the extent reasonably possible, employees should submit leave requests with at least thirty (30) calendar days' notice. Employees may elect to use accrued vacation leave, PTO, compensatory time or floating holidays to remain in paid status on a requested holiday to the extent that such leave is available on the requested date under applicable policies, procedures and/or collective bargaining agreements governing the use of paid leave. An unpaid holiday requested pursuant to City policy will not be denied unless the employee's absence would impose an undue hardship on the City, as defined by applicable rule or regulation.

6.13 The City shall contribute up to \$3.00 per month for long term disability coverage for all permanent non-commissioned City employees.

6.14 The City will maintain an Internal Revenue Service Code Section 125 flexible benefits plan. The City shall pay the monthly per participant administrative fee. Employees

cannot utilize this plan for Long Term Disability premium payments. Employees who participate in the City medical plan will be eligible to participate in the Section 125 flexible benefits plan. The maximum annual allowable employee contribution for medical reimbursement shall be based on IRS regulations. At the end of each year any unspent monies in employee flexible benefits accounts will revert to the Labor/Management Health Care Trust Account.

6.15 Wellness

6.15.1 Wellness Committee. The parties will maintain a Labor Management Health Care Committee (aka Wellness Committee) during the term of the Agreement to discuss and address issues regarding the City's insurance programs and wellness program. The Wellness Committee will be comprised of four (4) City and four (4) Labor representatives. The Committee will:

- a. Develop monthly or bimonthly newsletters to help educate and encourage the City employees.
- b. Review all Health Trust Fund/Flex Account balances monthly.
- c. Review experience reports monthly.

6.15.2 Wellness Funds. The City and Tacoma Joint Labor Committee will establish a budget amount to fund activities associated with its Wellness Program using the Health Care Flex Account. Expenditures of such budgeted funds will be reviewed and approved by the Wellness Committee.

6.15.3 Participation. To receive the benefits associated with participating during each year of the Agreement, employees must complete participation requirements established by the Wellness Committee.

The City will amend its FMLA policy to remove the requirement that parents of a newborn, newly adopted or newly placed foster child share a combined twelve (12) weeks of family medical leave to care for the new child. The revised policy will permit each parent to use up to twelve (12) weeks of available family medical leave for the care of a healthy newborn or placement of an adopted or foster child, provided that the City may require the parents to stagger their use of leave if granting leave to both simultaneously will unduly disrupt City operations.

EXECUTED THIS _____ DAY OF _____, 2018.

City of Tacoma
Tacoma Power

IBEW, Local 483

Director of Utilities

Business Manager

City Manager

Human Resources Director

Finance Director

Approved as to form:

City Attorney

Attest

City Clerk

INDEX OF ADDENDUMS AND LETTERS OF UNDERSTANDINGS/AGREEMENTS

LETTERS OF UNDERSTANDING / LETTERS OF AGREEMENT

<u>No.</u>	<u>Description</u>	<u>Effective Date</u>
1.	Joint Apprenticeship Training Programs	07-29-08
2.	Non Standard Work Hours	05-12-00
3.	Major Multi-Day System Outage Compensation	03-02-00
4.	Utility Services Specialist	06-23-95
5.	Work Assignment Flexibility	08-26-03
6.	Fircrest Employee Transition Agreement	11-09-00
7.	Wynoochee River Project – Work Flexibility (revised)	02-28-05
8.	Travel Reimbursement Training/mtgs.	05-09-05
9.	Line and Wire Construction Inspection	06-05-08
10.	Trouble Crew Overtime	01-01-11
11.	Mutual Aid Response	05-16-16

ADDENDUMS

<u>No.</u>	<u>Description</u>	<u>Effective Date</u>
1.	T & D Flaggers (revised 10-11-10)	11-20-03

**Letter of Agreement
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483
Subject: Joint Apprenticeship Training Programs**

Original Date: March 5, 2004
Revision Date: April 3, 2006
Revision Date: February 8, 2007
Revision Date: July 29, 2008
Revision Date: April 1, 2017

1. Joint Apprenticeship Training Programs

The Joint Apprenticeship Training Programs are intended to develop competent journey level workers by ensuring quality training in a fair and equitable manner. The Joint Apprenticeship Training Programs will be administered by the Joint Apprenticeship Training Committee (JATC) as outlined in the IBEW, Local 483 Tacoma Power Joint Apprenticeship Training Program Agreement. Satisfactory progress must be maintained throughout the entire program. Individuals not maintaining satisfactory progress are subject to termination, per the by-laws approved by the JATC, regardless of their probationary period.

2. Electrical Trainees (entry level)

Electrical Trainees may be recruited from skilled craft/construction trade preparatory programs, community outreach sources and the Community as a whole. The Electrical Trainee classification will not be the sole source of entry into the Joint Apprenticeship Training Program. Applicants will be evaluated on basic aptitude, physical fitness, interviews as well as other criteria. Employees in this classification will be required to obtain a permanent appointment to a different City of Tacoma classification within twenty-four months of his/her date of hire.

At any time during the Electrical Trainee employment period, subject to satisfactory progress, the City may request of the Civil Service Board a noncompetitive appointment to one of the appropriate apprenticeship classifications. The Civil Service Board has the sole discretion whether or not to grant the noncompetitive appointment. If such appointment is not granted then the Electrical Trainee's employment may be terminated.

If a permanent appointment to a different classification is not achieved within twenty-four months from the date of original appointment, or if at any time satisfactory progress is not made during the twenty-four month period, their employment will be terminated.

Electrical Trainees will be compensated in the following manner:

First year of employment will be 60% of the 100% base rate
Second year of employment will be 68% of the 100% base rate

3. Apprenticeship Classifications

The following classifications are governed by the IBEW, Local 483 and Tacoma Power Joint Apprenticeship Training Program:

- Apprentice Line Electrician
- Apprentice Wire Electrician
- Apprentice Meter Technician
- Sr. Substation Operator
- Systems Power Dispatcher Candidate
- Advanced Meter/Relay Technician
- Apprentice Communication Systems Technician
- Apprentice Hydro Project Electrician
- Apprentice Hydro Project Mechanic

All apprentices hired into these apprentice classifications will be at the Step 1 rate of pay.

4. Apprenticeship Appeals

If the apprentice wishes to appeal the decision of the JATC and request a hearing with a neutral hearings panel, the apprentice shall notify the Transmission and Distribution Manager and IBEW Local 483 Business Manager within ten (10) calendar days of being notified of the JATC decision. The neutral hearings panel shall be scheduled within twenty (20) calendar days of the apprentice's request for said hearing and shall be comprised of four (4) members. Two (2) members shall be appointed by Local 483 and come from another IBEW Local Union with utility jurisdiction in Washington State that provides training in similar crafts and two (2) shall be appointed by management and be representatives from other electrical utilities in Washington State that provide training in similar crafts. The chair of the craft subcommittee and the apprentice shall present all relevant information to the neutral hearings panel. Both parties shall be in attendance for the presentation of information, and available to answer any questions from the neutral hearings panel. The Transmission and Distribution Manager and the IBEW Local 483 Business Manager shall make every effort to be present to provide specific information or answer any questions that the panel may feel is relevant, but will not actually participate in deliberations and shall be non-voting members. The four (4) members of the neutral hearings panel shall have equal authority in the deliberation process and decision of the panel. The panel shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the collective bargaining agreement, this LOA or the Joint Apprenticeship Training Agreement. Their power of decision shall be limited to upholding or overturning the decision of the JATC. The decision of the neutral hearing panel shall be final and binding.

A non-majority decision of the four-member neutral hearings panel may be appealed by the apprentice to a neutral arbitrator. The apprentice must notify the Transmission & Distribution Manager and the IBEW Local 483 Business Manager, within ten (10) calendar days of being notified that there was not a majority decision of the four-member neutral panel and that the apprentice wishes to appeal the case to a single neutral arbitrator. The single neutral arbitrator will be selected from a list of three (3) PERC arbitrators requested by the IBEW, Local 483 Business Manager and the Tacoma Power Transmission & Distribution Manager. The Local 483 Business Manager will strike one name from the list and then the Transmission and Distribution Manager will strike one name, leaving a final name that will be the neutral arbitrator. Local 483, the City and the apprentice will be allowed to make presentations to the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding.

The City of Tacoma shall only bear the expenses related to the cost of the neutral arbitrator. The neutral arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the collective bargaining agreement, this LOA or the Joint Apprenticeship Training Agreement. Their power of decision shall be limited to upholding or overturning the decision of the JATC.

It is agreed this is the sole appeal process for the classifications noted in Section 3 of this Letter of Agreement.

5. Indemnification

This indemnification clause only applies to the Joint Apprenticeship Training Program and the decisions and actions of the JATC and its sub-committees.

It is understood and agreed that as a condition of participating in this JATC program, adopted pursuant to the collective bargaining agreement, that the decisions of the four-member hearing panel and/or a neutral arbitrator are final and binding upon all parties. Neither the City, nor the Local, nor the apprentice shall bring any action to challenge the result of the arbitration process.

The City agrees that any collateral attack upon the final and binding nature of the decision of the arbitration process brought by the apprentice shall be defended by the City, at its expense and that Local 483 shall be held harmless and indemnified against the expense of defending the final and binding nature of the arbitration decision.

The City shall hold-harmless and indemnify Local 483 from and against any claim, loss, cost or expense resulting from a cause of action arising out of any employment or personnel decision which results from the outcome of the arbitration or employment process related to the apprenticeship training program, except insofar as said claim relates to a cause directed solely at the Local and based on dishonest, fraudulent, malicious or criminal misconduct, provided that the Local cooperate with the defense of any claim and further provided that the foregoing indemnification provisions shall not apply to demands, claims or cross claims brought by the Local against the City.

The City shall hold harmless and indemnify all neutral hearing panel participants from and against any claim, loss, cost or expense resulting from a cause of action arising out of any decisions they should render, to the same extent and under the same terms and conditions as the City provides legal protection to employees pursuant to the City Code provisions 1.12.920, 1.12.930 and 1.12.940.

6. Workers Compensation

The City of Tacoma is a self-insured Workers Compensation Program. Any injury which is incurred by an apprentice or employee covered by this LOA while performing supervised class work or training covered by this LOA will be covered by the City of Tacoma Workers' Compensation program.

7. Termination of Agreement

This Letter of Agreement will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City, with a written 180-day notice.

8. Good Faith Agreement

Both IBEW Local 483 and Tacoma Power understand and agree that this program is a mutual undertaking which both will endeavor to successfully implement. The 180-day cancellation clause will not be implemented until and unless both parties have exhausted all reasonable avenues to resolve any differences.

Original signed by:

Gary Armfield **Date: 8/29/08**
Superintendent, Tacoma Power

Joy St. Germain **Date: 8/22/08**
Human Resources Director

William A. Gaines **Date: 9/2/08**
Director of Utilities/CEO

Alice Phillips **Date: 8/21/08**
IBEW 483 Business Manager

**Letter of Understanding
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483
Subject: Non Standard Work Hours
Revised Date: April 1, 2017**

In an effort to accommodate the specific needs of the employees in the Light Division bargaining unit, the City of Tacoma, Tacoma Public Utilities (Department), and Local Union #483, International Brotherhood of Electrical Workers (Union), hereby agree to adjust hours from the standard work week as follows:

The intent of this Letter of Understanding is to help provide improved customer service and allow flexible work schedules to help reduce commuting time to and from work and to accommodate greater personal flexibility in work schedules.

Upon voluntary request of the employee, and by mutual agreement with the assigned supervisor, standard work hours of 8:00 a.m. to 4:30 p.m. (Article 14, Section 14.1 B) and the standard lunch period of 12:00 noon to 12:30 p.m. may be adjusted. This voluntary request may be in response to an opportunity identified by the supervisor. Such schedules shall be between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday only, and will identify the agreed thirty (30) minute lunch period. This would facilitate schedules such as nine/eighties, four/tens, and shifted eight-hour days within these time frames. Shop stewards and the Union need to be aware of all work hour agreements that are outside of 8:00 a.m. to 4:30 p.m. work hours, and as such, the Department will keep and post a record of such changes for review by the Union. Guidelines for shifts will be given by the Department to any employee upon request for such change.

In the event that there are more volunteers than opportunities, initial selection will be made based on the seniority of the crew leaders involved. Once an assignment is made, seniority cannot be used to "bump" an existing crew or person from the assigned work hours. Involuntary crew assignments will not be made to accommodate any non-standard shifts.

All shifts shall conform to the Fair Labor Standards Act.

Flexible work hours may be terminated, effective at the start of a pay period, unilaterally by either the employee or the supervisor with a written ten-day notice, or at any time by mutual agreement of the employee and the supervisor.

For any shifts other than regular (8:00 a.m. to 4:30 p.m., Monday through Friday), and starting between 7:00 a.m. -9:00 a.m. (inclusive), established under this Letter of Understanding, an employee working or reporting to work prior to 5:01 a.m. for unscheduled overtime, immediately preceding the assigned shift, the overtime rate shall be paid until such time as the emergency job is complete or the employee is relieved from the job by the supervisor. At the completion of the emergency job or when relieved by the supervisor, the crew may elect to continue working the assigned shift at straight time or take the remainder of the shift off without pay. If specifically requested by the supervisor to continue working the assigned shift, the employee shall be paid at the overtime rate.

Where coverage (for sick leave, vacation, etc.) is needed, the City will incur and pay all applicable costs (overtime, call-out, meals, etc.) due to assignment of individuals from different shifts.

Vacation, Sick Leave, Jury Duty, and Military Leave is to be taken on an hourly basis, as appropriate for the established shift. Holidays, Floating Holidays, and Incentive Days will be taken as eight hours of Holiday pay, plus additional hours, as appropriate for the established shift.

Nothing in this letter is intended to be used as precedent for future contract negotiations, other City operations, or with other employees represented by Local #483, IBEW.

It is understood this LOU will be in effect for the pay period immediately following its approval. This LOU will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a 30-day written notice.

Original signed by:

FOR THE CITY:

Mark Crisson **Date: 6/15/00**
Superintendent, Tacoma Power

Steve Klein **Date: 6/15/00**
Light Division Superintendent

Phil Knudsen **Date: 6/14/00**
Human Resources Director

FOR THE UNION:

Rick Hite **Date: 6/14/00**
IBEW 483 Business Manager

**Letter of Understanding
Between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483**

**Subject: Major Multi-Day System Outage Compensation
Original Date 3/2/00
Revised Date: April 1, 2017**

When a major multi-day outage occurs, the employee of the Transmission & Distribution (T&D) section are typically asked to work several consecutive and extended shifts. The accelerated staffing levels are required to meet the expectation of our customers, restore the delivery of their electrical power, and respond to their concerns in a professional manner. It is essential to Tacoma Power and its employees to build and maintain customer loyalty particularly during the unprecedented change due to the pending restructuring of the electrical industry.

This Letter of Understanding (LOU) addresses the compensation paid to the T&D employees covered by this collective bargaining agreement during these events. The compensation outlined in this LOU may be activated for the entire T&D section or individual T&D work units on a case-by-case basis when Tacoma Power is experiencing a major multi-day system outage which has caused known widespread customer outages. The determination of what events qualify for this compensation will be made by the T&D Manager and may be implemented for the entire T&D Section, or by individual work units within T&D, as determined by the T&D Manager. Employees in work units designated as eligible for this compensation will be paid at their normal overtime rate for all hours worked after completion of their first normal shift during each event.

The T&D Manager will deactivate the major system outage compensation on a T&D section-wide basis or by individual work units at his/her discretion. Some work units may be removed from this compensation prior to others based on the circumstances of the outage. When the major system outage pay is deactivated the provisions of this LOU are no longer in effect and normal contract language concerning overtime pay will immediately prevail.

It is understood this LOU will be in effect from the pay period immediately following its approval. This LOU will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a written 30-day notice.

Original signed by:

FOR THE CITY:

**Mark Crisson Date: 6/16/00
Superintendent, Tacoma Power**

**Steve Klein Date: 6/15/00
Light Division Superintendent**

**Phil Knudsen Date: 6/14/00
Human Resources Director**

FOR THE UNION:

**Rick Hite Date: 6/14/00
IBEW 483 Business Manager**

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF TACOMA, INTERNATIONAL FEDERATION OF PROFESSIONAL &
TECHNICAL ENGINEERS, LOCAL 17 AND INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 483**

The City of Tacoma, employer, International Federation of Technical and Professional Engineers Local 17, and IBEW., Local 483, hereby agree as follows:

1. The City has reorganized the Light Division to better respond to customer needs and provide more efficient work product through flexible job classifications, including: Utility Services Representative I ("USR I"); Utility Services Representative II ("USR II"); and Utility Services Specialist.
2. The USR I and USR II positions will be represented by IFPTE, Local 17. The Utility Services Specialist position will be represented by IBEW, Local 483. The City voluntarily recognizes IFPTE, Local 17, as the representative of the USR I and USR II positions. The City voluntarily recognizes IBEW, Local 483, as the representative of the Utility Services Specialist position. Those positions will be included in the Light Division bargaining unit.
3. IBEW, Local 483, acknowledges that the USR I and/or USR II classifications may be used in other departments/divisions/areas in the City, including but not limited to Tacoma Public Utilities ("TPU"), Loveland and Public Works. With the exception of a decision to reclassify a current IBEW, Local 483, position, IBEW, Local 483 agrees not to file any grievances, civil lawsuits or administrative charges challenging the use of the USR I and/or USR II classifications.
4. IFPTE, Local 17, acknowledges that the Utility Services Specialist classification may be used in other departments/divisions/areas in the City, including but not limited to TPU, Loveland and Public Works. With the exception of a decision to reclassify a current IFPTE, Local 17, position, IFPTE, Local 17, agrees not to file any grievances, administrative complaint or civil lawsuit challenging the use of Utility Services Specialist classification.
5. IFPTE, Local 17, recognizes that it has no claim to the work performed in the Commercial area, such as Downtown Network, Tideflats, Fredrickson, and Tacoma Mall.
6. This Memorandum of Understanding resolves all issues and IFPTE, Local 17 agrees to withdraw its petition, with prejudice, in PERC Case No. 9396-C-91-545.
7. Employees performing USR I, II, or Specialist work full-time for 90 consecutive calendar days or more shall be subject to the union security clause of the respective collective bargaining agreements.
8. This agreement is effective upon the final date signed below.

Original signed by:

Sarah T. Luthens, Union Representative, IFPTE, Local No. 17 (6-20-95); David F. Smith, Local 483, IBEW Business Manager, (6-23-95); Robin Jenkinson, City Attorney (6-21-95); Jan C. Gilbertson, Human Resources Director (6-22-95); Mark Crisson, Utilities Director (6-23-95) and Ray E. Corpuz, Jr., City Manager (6-23-95).

Letter of Understanding
City of Tacoma
Department of Public Utilities, Tacoma Power
and
Local 483, International Brotherhood of Electrical Workers
Work Assignment Flexibility
Original Date: April 1, 2000
Revised Date: April 1, 2017

In acknowledgement of the Employer's request to seek and identify areas of continuous improvement and remain competitive in today's utility industry, the Employer (City of Tacoma Department of Public Utilities, Tacoma Power) and the Union (Local #483, IBEW) hereby agree as follows:

It is in the best interest of all parties that the work is performed as safely and as efficiently as possible, and in support of this principle, it is agreed that qualified bargaining unit (journey-level) trained employees perform the task identified. It is also recognized that specific trades or classifications have designed into their apprenticeships and crafts specific type of training and/or work functions. It is further recognized that certain type work assignments are unique to specific job classifications with the utility industry.

The intent of this language is not to change or dilute clearly defined work assignments but to identify some areas where mutual benefit can be obtained to ensure the employer and the employee can remain a competitive force. Nor is it the intent of this language to create a loss of work or employment to any classification, but to ensure efficient installation, maintenance and operation of utility equipment. Nor is it the intent to establish composition line/wire crews to perform work under normal circumstances. As such, the following areas of work assignments can be performed by qualified (journey-level), trained employees without regard to classification:

1. *Meter & relays with integrated internal communication functions* - In the interest of reducing the number of crafts needed to complete a hardware installation and/or maintenance, the Meter/Relay work group and Communication work group will cooperatively work to reduce redundancy of assignment and focus on ways to more efficiently assign such tasks without regard to classification. If personnel are formally trained and qualified and can perform the work safely, they may work on the following Communication and Meter Relay auxiliary devices without regard to classification: voice frequency internal/external FCC type accepted modems, RS-232 port switches, telephone line sharing devices, front panel access to meter/relay devices. It is further agreed that when there is a problem, actual or suspected, with a communications circuit, the communications work group will be notified of the problem. It is expected that the Communication, and Meter Relay work groups will work cooperatively to determine suitability, communications exchange criteria and compatibility of a new piece of equipment before it's introduced into the system. When a new piece of equipment is introduced into the system, Union and Management will form a group to review areas of overlap.
2. *Substation get-away cables* - In the interest of reducing the number of crafts needed to finish an installation and/or maintenance of substation get-away cables either a Line Electrician or a Wire Electrician, if qualified (journey -level) and trained, may perform such work. Such work would include the pulling, terminating, conduit: isolation,

troubleshooting and removal of said cables. Only Wire Electricians will perform work that requires access to the substation switchgear bus work.

3. Substation high-side drops - In the interest of reducing the number of crafts needed to complete an installation and/low maintenance of the work, as it relates to high-side drops into a substation or switching station, either a Line Electrician or a Wire Electrician may perform this type of work, if qualified (journey-level) and trained.
4. Augmentation of system operations with journey-level employees - In the interest of recognizing the workplace advantages of staffing the classification of Senior Substation Operator with journey-level Wire and Line personnel, properly trained in the classification duties of a Substation Operator, we acknowledge the need for flexibility. The current Substation Operators shall not suffer a loss of employment or assignment as a result of this new direction by the Employer. All parties agree with concept as follows:
 - a. When journey-level Line Electricians are performing or assigned to the classification of Senior Substation Operator they shall be able to assist Trouble Crew personnel upon request for purpose of efficient restoration of service to our customers. In such situations the most senior Trouble Crew person shall be set up to Senior Line Electrician for all hours assigned. It is not the intent to reassign work normally performed by a formal line crew but intended to allow a legal compliment of personnel to perform efficient restoration of service.
 - b. For the efficiency of operations at Tacoma Power, when Substation Operators aren't readily available, both Line and Wire journey-level personnel who are properly trained shall be enabled to perform their own activation or deactivation of the recloser function and the rolling in/out of breakers as it relates to the work specifically assigned to the crew. The training and work would include the tagging and administrative functions related to this task. This improved customer service is targeted for Tacoma Power's northeast and southern service areas, currently including these substations (potential Ft. Lewis area, if acquired):

Knoble
 Hylebos
 Browns Point
 Crescent
 Frederickson
 Elk Plain
 Graham
 Lacamas
 Madigan*
 Ft. Lewis Central *
 Ft. Lewis South*
 Sequelichew*

Original signed by:

Rick E. Hite, IBEW, Business Manager	Date	9/8/03
Steve Klein for Mark Crisson, Director of Public Utilities	Date	9/23/03
Steven Klein, Tacoma Power Superintendent	Date	9/23/03
Phil Knudsen, Human Resources Director	Date	8/25/03

**Letter of Understanding
Between
City of Fircrest
and
City of Tacoma
Department of Public Utilities, Light Division, (Tacoma Power)
and
Local 483 International Brotherhood of Electrical Workers
and
Warehouse, Automotive, Food Public Employees, Driver Sales
& Special Services Union Local 599 General Unit
Subject: Fircrest Employee Transition Agreement
Date: 11/9/00
Revision Date: April 1, 2017**

The City of Fircrest (Fircrest) and City of Tacoma, Department of Public Utilities, Power Division (Tacoma Power) are proposing to enter into an agreement where Tacoma Power will purchase the electrical distribution system asset of Fircrest and will become the provider of retail electrical service in Fircrest Tacoma Power has agreed to offer the following affected Fircrest employee the option to transfer to employment with Tacoma. Fircrest, Tacoma Power, Tacoma Water, Local 483 IBEW and Local 599 Teamsters *have* entered into this Letter of Understanding to memorialize the agreed to items surrounding the affected Fircrest employee.

Classifications:

The following Fircrest employee will be provided the opportunity of being appointed into the following City of Tacoma classifications:

Bart Minnitti - Line Electrician 102% (CSC 52550)

Seniority

Seniority in the initial position will be calculated based on the date of appointment as a City of Tacoma employee. The only exception shall be that seniority for layoff purposes for the Line Electrician classification shall be calculated based on combined years of service with Fircrest and Tacoma.

Aggregate Service

Aggregate service will be calculated using time as a City of Tacoma employee.

Vacation.

Fircrest shall pay to the employee any vacation balance at the time of transition. Vacation accrual will be based on the employee's aggregate service with Tacoma. (Vacation accrues at a rate of 3.69 hours per pay period for new City of Tacoma employees).

The Employee's beginning vacation leave balance with Tacoma will be determined by subtracting the Tacoma beginning annual accrual of (12 days) from the Fircrest annual accrual on the date of transition. This amount (zero days for Bart Minnitti) will be credited to the employee's vacation balance one time and will not be repeated in future years. Tacoma agrees to allow the employees to schedule leave without pay during their first year of employment with Tacoma for up to their amount of accrued vacation with Fircrest, at the time of transition, minus any credited days as discussed above.

Sick Leave

The employee's sick leave balance with Tacoma will begin at zero (0). (Sick leave accrues at a rate of 3.69 hours per pay period for City of Tacoma employees).

Longevity

The employee's longevity will be based on aggregate service with Tacoma.

Promotional Opportunities

All promotional opportunities will be open to the Fircrest employee under this agreement who meet the Tacoma minimum requirements. Years of employment with Tacoma and Fircrest as a Line Electrician shall apply to the experience requirement for future Senior Line Electrician examinations.

Retirement

The affected Fircrest employee will have the option, as provided by Washington law (RCW 41.04.400 et. seq.), to elect to retain their membership in PERS as Tacoma Power employees or join the Tacoma Employee Retirement System (TERS), upon appointment as a Tacoma employee. Affected Fircrest employees shall exercise such option within 30 days of appointment as a Tacoma employee.

Probation

The employee will serve no probationary period under this agreement for their initial position.

Pre-employment Physical

The employee will be required to successfully complete a pre-employment physical examination and drug screen, but not a physical ability test.

Medical and Health Coverage

The employee's medical coverage (including dependents) will be bridged.

Dental Coverage

The employee's dental coverage (including dependents) will be bridged. Tacoma will contact Washington Dental and instruct them to maintain the employee's present percentage of coverage (70-100%),

Original signed by:

FOR TACOMA:

Mark Crisson, Director of Utilities, TPU **Date: 11/16/00**

Steven Klein, Superintendent Tacoma Power **Date: 11/18/00**

Ken Merry, Superintendent Tacoma Water **Date: 11/20/00**

Mary Brown for Phil Knudsen, Human Resources Director **Date: 8/25/03**

FOR FIRCREST:

Susan Clough, City Manager, City of Fircrest **Date: 11/15/00**

FOR UNIONS:

Rick E. Hite, IBEW, Local 483 **Date: 11/9/00**

Scott Haines, Teamsters Local 599 **Date: 11/21/00**

**Letter of Understanding
Between
City of Tacoma
Department of Public Utilities,
Light Division (dba Tacoma Power)
And
Local 483
International Brotherhood of Electrical Workers**
Original Date February 28, 2005
Revision Dated October 11, 2010
Revision Date: April 1, 2017

Subject: Wynoochee River Project – Work Flexibility

In acknowledgement of the employer's request to seek and identify areas of continuous improvement and remain competitive in today's utility industry, and due to the remote location, small work crew and lengthy response times of support staff from within the utility, the employer (Tacoma Power) and the Union (Local #483, IBEW) hereby agree to the following work assignment flexibility. This agreement is intended to be for the special circumstances surrounding the needs of Tacoma Power's Cushman Hydro Project and Wynoochee River Project.

The employees normally assigned to the Wynoochee Project may consist of any or all of the following classifications listed below that will vary over time depending on numerous circumstances:

- Assistant Hydro Project Manager (Plant Manager)
- Wynoochee Maintenance Technician
- Hydro Utility Worker
- Hydro Utility Worker, Senior
- Hydro Project Mechanic
- Hydro Project Electrician
- Contracted-out Maintenance Worker

1. Electrical and mechanical maintenance for specialized powerhouse and switchyard equipment, including but not limited to, hydroelectric generators, governors, exciters and plant control systems will be the responsibility of Hydroelectric Project Electricians and Hydroelectric Project Mechanics.
2. During forced outages, short term equipment failures and emergency circumstances, Wynoochee employees will be allowed to make minor adjustments and repairs to the specialized equipment to restore service and minimize outage time. Routine maintenance and operations will be conducted by employees, including contracted out workers, normally assigned to the Wynoochee project (herein after referred to as "Wynoochee employees").
3. New installations of electrical and mechanical equipment will be the responsibility of Hydro Project Electricians, Hydro Project Mechanics or a contractor.

4. Repairs and maintenance of mechanical and electrical auxiliary systems, including but not limited to lighting, air compressors, unit heaters, and pumps, will be the responsibility of Wynoochee employees.
5. All project operations will be the responsibility of the Wynoochee employees.
6. Communication system installations, maintenance and repairs will be the responsibility of the communications shop, with the exception of minor cable repairs. Cable installations and repairs in the project residences will be the responsibility of the Wynoochee employees. Under certain conditions, usually under the direction of the communication shop, Wynoochee employees will be allowed to assist in trouble shooting and repair of communication systems.
7. To insure effective and efficient project operation, the Plant Manager is allowed to perform limited work as needed, but will normally be accompanied by another Wynoochee employee, if immediately available, except in situations that are considered emergency in nature.
8. Supervision, scheduling and determining which employee is properly trained and qualified for assigned duties shall be the responsibility of the Plant Manager.
9. Shift changes may be made as necessary to provide operational coverage, meet employee needs and accomplish or accommodate specific projects. Core work hours of up to 10 hour days, Monday through Friday and may be adjusted between the hours of 7:00 a.m. and 5:00 p.m. based on operational needs. However, employees assigned to alternate shifts will be paid an additional \$1.00 per hour for all hours worked outside of the core hours, except for overtime work and within the guidelines of the FLSA. There shall be no pyramiding of pay.
10. Employees assigned stand-by shall be compensated at \$3.00 per hour for all hours assigned and shall be compensated a minimum of 2 hours at the applicable overtime rate when required to provide service to the Project operation.
11. Any employee performing overtime work between 12:00 midnight and 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) and working two (2) hours or more past midnight shall receive an additional four (4) hours pay at the straight-time rate. Personnel relieved from duty on or before 4:00 a.m. (with the exception of Saturdays, Sundays, and holidays) shall report for work by 12:00 noon of the same day to be eligible for the additional four (4) hours pay.

An employee working three (3) or more hours unscheduled overtime immediately preceding the regular shift shall be paid at the overtime rate until such time as the emergency job is complete or the employee is relieved from the job by the supervisor. At the completion of the emergency job or when relieved by the supervisor, the employee may elect to continue working the regular shift at straight time or take the remainder of the regular shift off

without pay. If specifically requested by the supervisor to continue working the regular shift, the employee shall be paid at the overtime rate.

Additionally, this LOU will not exclude management from utilizing appropriate Tacoma Power employees not normally assigned to the project or contract employees when deemed necessary.

The following shall apply to the Wynoochee Maintenance Technician and Senior Hydro Utility Worker classifications, when permanently assigned to Wynoochee:

1. Effective May 1, 2015 the overtime category for the classification of Wynoochee Maintenance Technician will change to C (double overtime). Senior Hydro Utility Worker will be maintained as overtime category C.
2. Required to participate in the PTO plan rather than vacation and sick leave plans.
3. All holidays (ninety-six (96) total hours per year) will be considered floating holidays. Floating holiday hours must be used in full-shift increments unless the employee has fewer remaining floating holiday hours than the employee's full shift, in which case the remaining hours can be used in hourly increments. Employees' chosen days off must be scheduled and approved in advance. Employees may not take more than six (6) consecutive work days off using floating holidays. Floating holiday hours may be used prior to accrual, however, if used before earned the unearned hours will be deducted from the separating employee's final pay check.
4. A CDL with class A endorsement is required.
5. Employees will be required to rotate stand-by-duty. Effective January 1, 2016 employees will be given two (2) weekends (excluding holiday weekends) of standby relief per calendar year. These dates shall be established with the approval of their supervisor.
6. Hourly pay rates are identified in Appendix A of the current collective bargaining agreement.

The effective date of the revised Letter of Understanding is April 1, 2017.

It is not the intent of the parties for this Letter of Understanding to be used as a precedent with respect to any other contracts for any other divisions or departments of the City or by other employees represented by this union or any other union.

This Letter of Understanding will remain in effect until terminated. This Letter of Understanding may be terminated at any time by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a written 60-day notice.

Original Signed by:

Theodore C. Coates
Power Superintendent/COO

Alice Phillips
Business Manager, IBEW, Local 483

William A. Gaines
Director of Utilities/CEO

Joy St. Germain
Human Resources Director

**Letter of Understanding
Between
Department of Public Utilities, Light Division, (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483**

**Subject: Travel Reimbursement for Training and Meetings
Original Date: May 9, 2005
Revised Date: April 1, 2017**

The intent of this Letter of Understanding (LOU) is to simplify the mileage reimbursement procedure for Tacoma Power Transmission & Distribution employees assigned to the South Service Center (SSC) and who are required to use their personal vehicle while attending a required meeting or training class at either the Tacoma Municipal Building or Tacoma Power's North Service Center during normal business hours.

The compensation agreed to in this LOU is in lieu of mileage reimbursement consistent with the City of Tacoma Policies and Procedures For Payment Of Employee Expenses as it specifically relates to employees using a private vehicle for City business. This LOU only applies to employees represented by IBEW Local 483 and who are working in Tacoma Power's Transmission & Distribution Section.

Employees who are required to report to the Tacoma Municipal Building or Tacoma Power's North Service Center during normal business hours for a training class or meeting will be compensated a flat rate of \$10.00 per day for using their personal vehicle, regardless of the distance from their home to either of these off-site locations or the duration of the training class or meeting.

In the event an employee assigned to the SSC is required to attend a training class or meeting to an off-site location other than the Tacoma Municipal Building or Tacoma Power's North Service Center, then the City of Tacoma Policies and Procedures For Payment Of Employee Expenses will apply in accordance with the Fair Labor Standards Act and this LOU does not apply.

All other employees not assigned to the SSC will be compensated for travel expenses in accordance With the City of Tacoma Policies and Procedures For Payment Of Employee Expenses and in accordance with the Fair Labor Standards Act.

This LOU is not intended to modify Article 13 Section 13.4 of the current Collective Bargaining Agreement between Tacoma Power and IBEW Local 483.

Nothing in this LOU is intended to be used as precedent for future contract negotiations, other city operations, or with other employee's responsibilities represented by IBEW Local #483.

It is understood this LOU will be in effect at the beginning of the pay period immediately following its approval. This LOU will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a 30 day written notice.

Original signed by:

FOR THE CITY:

Gary Armfield for Steven J. Klein Date: 5/16/05
Superintendent, Tacoma Power

Steve Klein for Mark Crisson Date: 5/16/05
Director of Utilities

Woodrow Jones Date: 5/23/05
Human Resources Director

FOR THE UNION:

Alice Phillips Date: 5/24/05
Business Manager, IBEW Local 483

Letter of Understanding
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483
Subject: Line and Wire Construction Inspection
Date: June 5, 2008

This Letter of Understanding (LOU) is a result of recent changes to the Tacoma Power Clearance and Tagging Procedures book. The City of Tacoma, Tacoma Public Utilities, Tacoma Power (Department), and Local No. 483, International Brotherhood of Electrical Workers (Union) hereby agree to the following:

The Tacoma Power System Dispatcher will have the authority to issue a clearance to a journey-level contract employee. The contract employee issued a clearance will be responsible for the safety and work performed by the contract crew. It is the responsibility of the contractor to provide qualified journey-level employees under the intent of WAC 296-45. For the purpose of this agreement, journey-level employee shall mean an individual who holds the credentials of a Journeyman Lineman or a Journeyman Wireman.

In the event a journey-level Tacoma Power employee becomes injured and has been placed on limited duty, at management's discretion, the assignment of inspector may be considered for the injured employee provided that their skill set and limitation of return to work will qualify them for this assignment.

Guidelines for inspection and issuing electrical clearances to a qualified journey-level contract employee working on Tacoma Power's transmission and distribution system:

1. All line or wire contract crews will receive training on Tacoma Power's switching and tagging procedures, as well as emergency radio procedures, before they will be issued a clearance. The Transmission & Distribution (T&D) Safety Office, in conjunction with the Tacoma Power Dispatch Office, will provide this training annually to all clearance holders.
2. All Tacoma Power and contract employees who successfully complete training will be issued a card, and their attendance will be tracked by the T&D Safety Office.
3. All contract line or wire crews will be assigned to an inspector.
4. The inspector and their immediate supervisor will discuss type, complexity, and location of work to be performed and mutually determine the number of contract crews or clearances the inspector can deal with at any one time.
5. An inspector will not inspect more than two (2) line or wire crews at any one time.
6. It is understood that not all inspections will occur at the time the work is being performed; some inspections may be performed through spot inspections after the work has been completed.
7. All communications related to switching and tagging will be communicated over the radio to the Tacoma Power Dispatcher.

8. The inspector will be present during all switching events prior to the issuing of the clearance and will also be present during the testing and grounding. In addition, the inspector will inspect the work completed by the contractor before the grounds are removed and the clearance is released to the Tacoma Power Dispatcher.
9. The journey-level contract employee will be issued a clearance.

Original Signed by:

Gary D. Armfield **Date: 6/10/08**
Superintendent, Tacoma Power

Alice Phillips **Date: 2/5/08**
IBEW, Local 483, Business Manager

William A. Gaines **Date: 6/12/08**
Director of Utilities/CEO

Joy St. Germain **Date: 2/6/08**
Human Resources Director

**Letter of Understanding
between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers Local 483**

**Subject: Trouble Crew Overtime
Effective: January 1, 2011
Revised: April 1, 2017**

This Letter of Understanding (LOU) confirms the understanding reached through discussion of filling temporary vacancies on the Trouble Crew and further, changes the applicability of 14.3.(c) and (e) for the Trouble Crews.

For Trouble Crew day shift vacancies that occur on weekdays, management may, in its discretion, fill the position using a qualified Line Electrician, leave the vacancy unfilled and use the remaining Trouble Crew member in an alternate capacity, or call another Trouble Crew member to fill the vacancy. Where management elects to fill a vacancy with a Line Electrician, the vacancy will be filled by seniority from a voluntary list of interested Line Electricians.

For Trouble Crew vacancies of three days or less that occur on swing/evening shifts or weekends, management will first attempt to fill the position with another Trouble Crew member.

In exchange, the following will apply:

1. Article 14.3(c) and (e) of the collective bargaining agreement will not apply to the Trouble Crew.
2. Members of the Trouble Crew will be called first for overtime during the four (4) hours before and the four (4) hours after their shifts; and
3. During those times, the "On Duty" Trouble Crew members will be available for such coverage.
4. Line Electricians assigned to fill a Trouble Crew vacancy prior to 4:30 p.m. of the day before the vacancy will serve in the standby role and be compensated as a Trouble Crew member.

If it is understood that if a conflict exists between the terms herein and those of LOU#4 "Major Multi-Day System Outage Compensation" date March 2, 2000, that LOU #4 will prevail.

Nothing in this letter is intended to be used as precedent for future contract negotiations, other City operations, or with other employees represented by IBEW 483.

This Letter of Understanding will be in effective January 1, 2011 and will remain in effect until terminated by mutual agreement of the Union and the City, or unilaterally by either the Union or the City with a 30-day written notice.

Original Signed by:

Theodore C. Coates 12/23/2010
Power Superintendent/COO

Alice Phillips 12/23/2010
Business Manager, IBEW, Local 483

William A. Gaines 12/23/2010
Director of Utilities/CEO

Joy St. Germain 12/23/2010
Human Resources Director

**Letter of Understanding
Between
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483**

Subject: Mutual Aid Response

Date: May 16, 2016

Revision Date: April 1, 2017

When another utility requests emergency mutual aid, employees of the Tacoma Power Transmission & Distribution (Employer) section may be asked to respond. It is in the common interest of both parties to this agreement that a clear understanding exists as to how this response will be handled. This Letter of Understanding (LOU) addresses the manner in which employees are dispatched and compensated for mutual aid response.

When the Employer decides to respond to an emergency mutual aid request from another utility crews will be assembled in accordance with Section 13.7 of the Collective Bargaining Agreement (CBA). In the event that the mutual aid request happens during an existing outage response on the Employer's property, then the mutual aid crews will be assembled from the overtime list which is already in use for that outage response. In all other cases mutual aid crews will be assembled from that day's overtime list.

The following conditions shall apply to mutual aid employees:

- Mutual aid employees will be compensated at their overtime rate of pay for all hours worked from the time that they leave the Employer's property until the time that they return.
- Mutual aid employees shall receive all other compensation in accordance with the existing language in the CBA with the exception of Section 14.3 (b). If employees return to the Employer's property less than eight (8) hours prior to the start of their normal workday, then the language in Section 14.3(b) shall apply for that day.
- If a mutual aid crew elects, or is directed, to stop work and rest, then all such hours will be unpaid. Employees will return to their overtime pay status upon returning from a rest period.

This LOU does not apply to courtesy assistance to other utilities during regular working hours; it is intended to address storm-related issues, or other natural disasters. This LOU may be opened or cancelled with thirty (30) days' notice to either party.

Original signed by

**Joy St. Germain
Human Resources Director
Chris Robinson
Power Superintendent
William Gaines
Utilities Director**

For IBEW Local 483

Alice Phillips
Business Manager

Contract Addendum #1
between
City of Tacoma
Department of Public Utilities, Light Division (Tacoma Power)
and
International Brotherhood of Electrical Workers, Local 483

Subject: Transmission and Distribution Flagger Classification

Original Date: 3/16/00

Revised Date: November 20, 2003

Revision Date: October 11, 2010

Revision Date: April 1, 2017

This Letter of Understanding (LOU) confirms the understanding reached through discussion regarding termination of the Hiring Hall Agreement dated 10-3-97 and the Flagger Agreement LOU dated 11-18-98. Upon ratification by the Union of this LOU and approval of this LOU by management, the two referenced LOU's will be replaced by the following:

1. A classification of Transmission and Distribution (T&D) Flagger has been established. This classification is subject to random drug/alcohol tests as part of the random CDL pool and subject to the same requirements as specified by the Federal Department of Transportation (DOT).
2. T&D Flagger benefits will be based on the average of all compensated time over the past six months (hours worked divided by 1040, rounded to the nearest tenth) and will be calculated twice a year on January 31 and July 31. Any changes required to the FTE hours will be effective beginning the first full pay period immediately following the above listed dates. Flaggers that average .4 to .6 FTE will receive benefits at the equivalent of .6 FTE. Flaggers that average less than .4 FTE will receive benefits at the actual FTE rate. Flaggers that average above .6 FTE will receive benefits at the actual FTE rate.
3. Normal hours of work for T&D Flaggers are defined as anytime between the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday. T&D Flaggers will normally not have preset schedules but will be called as needed. Flaggers are expected to be available for work when called.
4. T&D Flaggers will be paid overtime for any hours worked outside of the normal work hours (7:00 a.m. to 5:30 p.m. Monday through Friday) or for work which is in excess of 40 hours per week or on weekends and holidays. The overtime rate will be one and one half times the straight time rate of pay. Compensation for Sundays and holidays will be as provided for in the Compensation Plan.
5. T&D Flaggers are expected to report for duty at the job site or their headquarters (whichever is specified by the crew leader) within 45 minutes of being called, T&D Flaggers are not eligible for mileage reimbursement at any time.
6. When called to work during the normal work hours, T&D Flaggers will be entitled to a minimum of four (4) hours of straight time pay. When working more than four (4) hours but less than eight (8) hours during the normal work hours, they will be paid for actual hours worked.

7. T&D Flaggers whom are not scheduled to work but are required to attend meetings, safety meetings and training activities will be entitled to a minimum of two (2) hours of straight time pay.
8. For overtime call-out purposes, T&D Flaggers will be paid a minimum of three (3) hours of overtime pay which includes travel pay. Travel pay shall consist of one (1) hour at the overtime rate, each way (overtime pay at time and 1/2). T&D Flaggers are entitled to contract specified meal allowances as covered in Article 14 (five (5) day a week employee section). Section 14.3(b), "Night Premium" does not apply to the T&D Flagger classification.
9. Whenever possible, T&D Flaggers will take their unpaid meal periods with the crew to which they are assigned. T&D Flaggers may be required to work during the crew's normal lunch period. In such cases they will be provided an appropriate unpaid meal period and breaks at alternative times. T&D Flaggers will not have a "normal" meal period, in no case shall the scheduling of the meal period exceed the time specified in State of Washington regulations.
10. Article 9 (Seniority) of the contract does not apply to the T&D Flagger classification, except for purposes of lay off. T&D Flaggers are not eligible to take temporary upgrades. T&D Flaggers will not be automatically eligible for set-up to any other classification. Any decision to set-up a T&D Flagger will be done at the sole discretion of management
11. Management will make a good faith effort to utilize T&D Flaggers whenever possible, however job assignments will be made at the sole discretion of management.
12. T&D Flaggers will be made available to Tacoma Water and Click! Network after T&D has determined Flaggers are not needed. In the event T&D needs Flaggers, and they have been dispatched outside of T&D, Tacoma Water and Click! Network agree to release assigned Flaggers back to T&D. The only exception to this will be for the two (2) Flaggers assigned to Tacoma Water.
13. The T&D Flaggers will not be considered for after-hour emergency call outs for either Tacoma Water or Click! Network.

This agreement is intended to be for the special circumstances surrounding the needs of Tacoma Power, Transmission and Distribution Section, Click! Network, and Tacoma Water. It does not apply to any other employees in Tacoma Power or any other division/department of the City of Tacoma.

Original Signed by:

Theodore C. Coates
Power Superintendent/COO
William A. Gaines
Director of Utilities/CEO
Joy St. Germain
Human Resources Director

Alice Phillips
Business Manager, IBEW, Local 483



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RESOLUTION NO. U-10986

A RESOLUTION authorizing the renewal of the waiver of power and water utility connection and inspection fees for cities in Tacoma Power and Water's service territories during current declared state of emergency.

WHEREAS, on May 9, 2017, the City Council passed Ordinance No. 28430 ("Emergency Ordinance"), declaring a state of public health emergency relating to the conditions of homeless encampments and authorizing such actions as are reasonable and necessary in light of such emergency to mitigate the conditions giving rise to such public emergency, and provided that the Emergency Ordinance would be effective through October 9, 2017, and

WHEREAS, on June 6, 2017, by motion, the City Council approved a temporary emergency aid and shelter plan with a three-phased approach (Mitigation, Stabilization, and Short-Term Transitional Housing) at a projected cost of \$3.4 million, and

WHEREAS, on July 12, 2017, by Resolution U-10942, the Utility Board authorized the waiver of connection and inspection fees upon request for cities within Tacoma Power and Tacoma Water's service territories providing facilities for sheltering low-income and/or infirm persons effective through October 9, 2017, and requested the Council of the City of Tacoma to pass an ordinance approving such authority by amending Title 12 of Tacoma Municipal Code as appropriate, and

WHEREAS the Emergency Ordinance further provided that the City Council shall review the conditions that have given rise to the public health emergency to



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determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to the public health emergency, and

WHEREAS the City Council conducted a review of the efforts made to abate the conditions giving rise to the declaration of the public emergency and found that such conditions continued and the public emergency created thereby had not been abated, and

WHEREAS, based upon the foregoing, the City Council adopted Ordinance No. 28457 on October 3, 2017, extending the sunset date of the public emergency declaration made pursuant to the Emergency Ordinance from October 9, 2017, to December 31, 2017, and

WHEREAS, on December 12, 2017, the City Council adopted Ordinance No. 28477, extending the sunset date of the public emergency declaration from December 31, 2017, to December 31, 2018.

WHEREAS the City Council conducted a second review of the conditions giving rise to the declaration of a public emergency and determined that the continuing and ongoing threat of significant harm to human health and life arising from the conditions in homeless encampments as described in the Emergency Ordinance have not yet been abated by the City's actions, resulting in the continued existence of the public emergency as declared pursuant to the Emergency Ordinance, and

WHEREAS the Public Utility Board ("Board") believes it is in the best interests of the utility rate payers and the community at large to continue to



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provide for utility services for the poor and infirm during the current declared state of emergency for the Department of Utilities ("TPU") by extending the waiver of connection and inspection fees for cities in Tacoma Power and Tacoma Water's service territories establishing facilities for the sheltering of low-income and/or infirm persons to December 31, 2018, and

WHEREAS Tacoma City Charter section 4.11 requires all matters related to the fixing of rates and charges for utility services to be initiated by the Board and approved by the Tacoma City Council; Now, therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

Sec. 1. The Director of Utilities is authorized to extend the waiver for connection and inspection fees upon request for cities within Tacoma Power and Tacoma Water's service territories providing facilities for sheltering low-income and/or infirm persons during the current declared state emergency set to expire on December 31, 2018, and the Council of the City of Tacoma is requested to pass an ordinance approving such authority by amending Title 12 of the Tacoma Municipal Code as appropriate.

Sec. 2. The Director shall cause to be prepared, and submitted to the Board a report listing the number and amount of connection and inspect fees waived.

Approved as to form and legality:

[Signature]
Chief Deputy City Attorney

Clerk

Chair

Secretary

Adopted

REQUEST FOR RESOLUTION

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorize the renewal of the waiver of power and water utility connection and inspection fees for cities that are providing facilities for sheltering low-income and/or infirm persons and are within Tacoma Power/Water's service territories to December 31, 2018.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Provide utility services for the poor and infirm during the current declared state of emergency for the Department of Public Utilities by renewing the waiver of connection and inspection fees for cities in Tacoma Power and Tacoma Water's services territories for the sheltering of low-income and/or infirm persons to December 31, 2018.

3. Summarized reason for resolution:

The ongoing threat of significant harm to human health and life arising from the conditions in homeless encampments has not yet been abated and has resulted in a continued declaration of public emergency.

4. Attachments:

a. Memo to Director of Utilities/CEO.

5. Funds available Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:



Section Head

Requested by:

Division Head

Approved:

Director of Utilities



TO: Linda McCrea, Interim Director of Utilities/CEO

FROM: Tom Morrill, Chief Deputy City Attorney *TM*

DATE: January 16, 2018

RE: Authorization for a Renewal of Waiver of Connection and Inspection Fees during State of Emergency

Recommendation: The Legal Department recommends that the Public Utility Board authorize the renewal of the waiver of power and water utility connection and inspection fees upon request for cities that are providing facilities for sheltering low-income and/or infirm persons and are within Tacoma Power/ Water's service territories to December 31, 2018..

Background: On May 9, 2017, the City Council passed Ordinance No. 28430, declaring a state of public health emergency relating to the conditions of homeless encampments and authorizing such actions as are reasonable and necessary through October 9, 2017.

On June 6, 2017, the City Council approved a motion for a temporary emergency aid and shelter plan with a three-phased approach (Mitigation, Stabilization, and Short-Term Transitional Housing) at a projected cost of \$3.4 million.

On July 12, 2017, the Tacoma Public Utilities Board passed U-10942, authorizing the waiver of connection and inspection fees within Tacoma Power/Water's service territories providing facilities for sheltering low-income and/or infirm persons, effective through October 9, 2017, and requested City Council to pass an ordinance amending Title 12 of the Tacoma Municipal Code.

On October 3, 2017, the City Council adopted Ordinance No. 289457, extending the sunset date of the public emergency declaration from October 9, 2017, to December 31, 2017.

On December 12, 2017, the City Council adopted Ordinance No. 28477, extending the sunset date of the public emergency declaration from December 31, 2017, to December 31, 2018.

Schedule: The Legal Department recommends that the Board approve the renewal of the waiver and connection fees for cities in Tacoma Power/Water's service territories

that are providing facilities for sheltering low-income and/or infirm persons during the declared state of emergency to December 31, 2018.

TM/kh



TO: Mayor and City Council
FROM: Linda McCrea, Interim Director of Utilities/CEO
COPY: Elizabeth Pauli, City Manager and City Clerk
SUBJECT: **Authorizing Waiver of Certain Utility Connection and Inspection Fees during Declared State of Emergency**
DATE: January 16, 2018

SUMMARY:

Authorization for the renewal of the waiver of power and water utility connection and inspection fees upon request for cities that are providing facilities for sheltering low-income and/or infirm persons and are within Tacoma Power/ Water’s service territories to December 31, 2018.

STRATEGIC POLICY PRIORITY:

- Strengthen and support a safe city with healthy residents.
- Ensure all Tacoma residents are valued and have access to resources to meet their needs.

BACKGROUND:

On May 9, 2017, the City Council passed Ordinance No. 28430, declaring a state of public health emergency relating to the conditions of homeless encampments and authorizing such actions as are reasonable and necessary through October 9, 2017.

On June 6, 2017, the City Council approved a motion for a temporary emergency aid and shelter plan with a three-phased approach (Mitigation, Stabilization, and Short-Term Transitional Housing) at a projected cost of \$3.4 million.

On July 12, 2017, the Tacoma Public Utilities Board passed U-10942, authorizing the waiver of connection and inspection fees within Tacoma Power/Water’s service territories providing facilities for sheltering low-income and/or infirm persons, effective through October 9, 2017, and requested the City Council to pass an ordinance amending Title 12 of the Tacoma Municipal Code.

On October 3, 2017, the City Council adopted Ordinance No. 28457, extending the sunset date of the public emergency declaration from October 9, 2017, to December 31, 2017.

On December 12, 2017, the City Council adopted Ordinance No. 28477, extending the sunset date of the public emergency declaration from December 31, 2017, to December 31, 2018.

ISSUE:

- Ongoing threat of significant harm to human health and life arising from the conditions in homeless encampments and continued public emergency.

RECOMMENDATION:

Authorization to renew the waiver of power and water utility connection and inspection fees upon request for cities that are providing facilities for sheltering low-income and/or infirm persons and are within Tacoma Power/ Water’s service territories to December 31, 2018.

Passing an ordinance to amend Title 12 of the Tacoma Municipal Code by Tacoma City Council.



FISCAL IMPACT:

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

* General Fund: Include Department

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
TOTAL			

POTENTIAL POSITION IMPACT:

POSITION TITLE	PERMANENT/ PROJECT TEMPORARY POSITION	FTE IMPACT	POSITION END DATE
TOTAL			

This section should only be completed if a subsequent request will be made to increase or decrease the current position count.

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET:

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED?

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED.



RESOLUTION NO. U-10987

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A RESOLUTION confirming and approving Tacoma Public Utilities ("TPU") state and federal legislative policies.

WHEREAS the City of Tacoma, Department of Public Utilities, Public Affairs and Communications Division ("Department"), desires the Public Utility Board confirm and approve TPU's state and federal legislative policies ("TPU Legislative Policies") which summarizes the Department's positions on certain federal and state issues, and

WHEREAS the current legislative policy document was last amended and approved by the Board in 2016, and the proposed TPU Legislative Policies brings up-to-date a statement of the Department's policies on certain critical public policy issues; Now, Therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the proposed TPU Legislative Policies, as on file with the Clerk, is confirmed and approved.

Approved as to form and legality:

[Signature]
Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

Request for Board meeting

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

of

REQUEST FOR RESOLUTION

Date: January 16, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)
A resolution approving TPU's state and federal legislative policies.

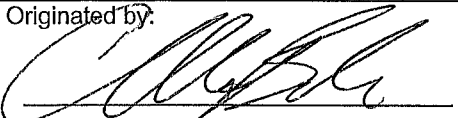
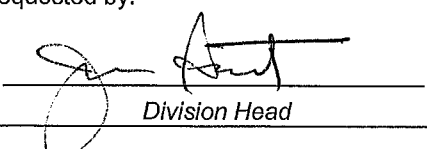
2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)
A resolution is requested to approve TPU's state and federal legislative policy document that summarizes TPU's positions on certain federal and state issues.

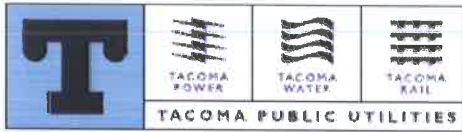
3. Summarized reason for resolution:
TPU's legislative policies are generally updated and approved by the Public Utility Board on an annual basis.

4. Attachments:
 - a. Proposed final legislative policy document.

5. Funds available Proposed action has no budgetary impact

6. Deviations requiring special waivers:
N/A

Originated by:  Section Head	Requested by:  Division Head	Approved: _____ Director of Utilities
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TPU Legislative Policies

TPU General Issues – Comprehensive

- TPU supports consistency between federal and state policies affecting utilities.
- TPU supports economically sound policies that encourage and reward energy and water conservation and that assist efficiencies in utility delivery and use.
- TPU supports programs that assist lower-income customers.
- TPU supports policies for protection of the natural environment, including stream protection, and that support public stewardship of fishery resources and wildlife habitat.

TPU General Issues – Federal

- TPU supports tax-exempt financing for publicly-owned utilities and maintaining current federal policy relating to municipal bonds.
- TPU supports federal cybersecurity policies that complement utility actions to deter cyberattacks.

TPU General Issues – State

- TPU supports local control of municipal utilities and opposes unfunded mandates and mandated rate structures.
- TPU opposes the diversion by the State of utility tax revenues to non-related uses, as well as diversion of revenues intended for infrastructure financing assistance to non-related programs.
- TPU supports retention and protection of municipal utility lien authority.
- TPU supports the approval and funding of utility facilities and services consistent with state policies of growth management and regional efficiencies.
- TPU opposes authority for counties to impose taxes on utility service already subject to local utility or gross earnings taxes.
- TPU opposes policies that would shift the obligations of building and construction parties onto utility providers (including undergrounding utilities).



Tacoma Power – Comprehensive

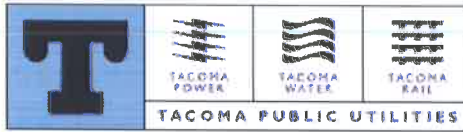
- TPU supports consistent statutory recognition of hydropower as a renewable, emissions-free resource.
- TPU supports proposals for greenhouse gas emissions reduction that achieve the most efficient carbon emission reduction at the least cost to utility customers, and are market based, economy wide, and coordinated with regional or national strategies. If policymakers implement greenhouse gas reduction policies, they should appropriately acknowledge and credit hydropower as a carbon-free generating resource and recognize the role the electricity sector could play in reducing carbon emissions in the transportation sector. Any changes in federal or state policy must be sensitive to rate pressures, especially on lower income customers.
- TPU opposes the imposition by federal or state government of pole attachment requirements and ratemaking formulas.

Tacoma Power – Federal

- TPU supports retention of primary authority for energy reliability with the North American Electric Reliability Corporation (NERC).
- TPU supports efficiencies and streamlining of Federal Energy Regulatory Commission (FERC) hydropower licensing and relicensing policies.
- TPU supports reasonable regulation of trading markets, including under the Dodd-Frank Act, and accommodations for utilities by the Commodity Futures Trading Commission (CFTC).
- TPU opposes the imposition of regional power markets in the Pacific Northwest that would lead to additional jurisdiction by FERC and add costs to ratepayers.
- TPU supports modifications to, or related to, the Columbia River Treaty that would equitably distribute the power benefits gained from the Treaty between the United States and Canada.
- TPU supports policies that appropriately acknowledge and credit ongoing ratepayer investment in emissions-free hydropower electric generating resources.

Tacoma Power – State

- TPU supports reasonable amendments to reporting and portfolio statutes that would better recognize energy efficiency and renewable hydropower.
- TPU supports the recognition of energy efficiency in statutes, regulations, and codes relating to building construction and operation.
- TPU supports distributed generation policies that facilitate customer choice for on-site generation and provide utility flexibility to design equitable price structures that balance costs and benefits.
- TPU supports the development of evolving distribution level services and technologies.
- TPU supports in-lieu of tax payments to local governments by power generators that are predictable, equitable, and justified.
- TPU supports current law provisions on preemption of local land use, development regulations, or rights-of-way provisions dealing with location of transmission or distribution facilities or lines.
- TPU supports additional state funding that would make residential solar generation and community solar projects financially feasible for low-income customers and TPU's broader customer base.



Tacoma Water – Comprehensive

- TPU supports policies that assist public utilities in developing, upgrading, and maintaining infrastructure.
- TPU supports policies to protect drinking water sources and supplies, including requirements for spill prevention and reporting.

Tacoma Water – Federal

- TPU supports adequate funding of the Water Infrastructure Finance and Innovation Act (WIFIA).
- TPU supports adequate funding of the Drinking Water State Revolving Fund (DWSRF).
- TPU supports maintenance, enforcement, and funding of federal commitments related to the Howard Hanson Dam, including for downstream fish passage.

Tacoma Water – State

- TPU supports retention of the Public Works Trust Fund (Public Works Assistance Account) and continued use of its revenue streams for utility-related infrastructure financing, and opposes diversion of those funds based on inequitable considerations or formulas.
- TPU supports policies that recognize and protect the reasonable use of municipal water rights and allow for flexible mitigation options.
- TPU supports modernization of provisions on state water rights permitting, and opposes efforts to weaken notice requirements for such decisions.
- TPU supports adequate and reliable funding of water programs administered by the Departments of Ecology and Health.
- TPU supports policies encouraging regional water supply and delivery, and state assistance for small system consolidation. TPU is committed to participate with other governments in efforts to deal with comprehensive regional and state water management.



Tacoma Rail – Comprehensive

- TPU supports reasonable safety policies, and opposes proposals that would unfairly burden short line carriers or inhibit their shipment of materials and goods.
- TPU opposes policies that would inhibit the ability to serve its customers.
- TPU supports policies that recognize that rail transportation of freight and goods is the most effective, efficient, and environmentally friendly mode of transportation.

Tacoma Rail – Federal

- TPU supports retention and expansion of federal policies that would lead to infrastructure maintenance and construction, such as inclusion of funding programs for short-line rail infrastructure in the federal surface transportation reauthorization legislation or as stand-alone legislation.

Tacoma Rail – State

- TPU supports policies that would provide incentives for rail transportation and ongoing funding of grant and loan programs for rail infrastructure upgrades.



Click! – Comprehensive

- TPU opposes proposals to prohibit or inhibit the provision of telecommunications by municipalities.
- TPU supports reforms to federal retransmission consent policies that provide local cable operators an equal footing in negotiations on retransmission consent agreements.
- TPU supports net neutrality.



RESOLUTION NO. U-10988

1 A RESOLUTION relating to Click! Network; establishing a vision and next steps for
2 maximizing the value of Click! Network.

3 WHEREAS the 1997 business plan contemplated that the revenues
4 associated with telecommunications services related to city government
5 communications, cable television ("CATV") service, transport of signals to service
6 providers offering telecommunications services, and internet access services would
7 pay for the costs of such services and may provide an additional revenue stream to
8 Tacoma Power to help offset the construction and operation costs associated with
9 the telecommunications system, and
10

11 WHEREAS the City Council of Tacoma delegated authority to the Public
12 Utility Board ("Board") and the Department of Public Utilities ("TPU"), Light Division
13 (d.b.a. "Tacoma Power"), to implement and manage a broadband
14 telecommunications system ("Click! Network" or "Click!," as authorized through City
15 Council Substitute Resolution No. 33668, approved April 8, 1997, and Public Utility
16 Board Amended Substitute Resolution U-9258, approved April 9, 1997), and
17

18 WHEREAS many of the functions of the telecommunications system
19 envisioned in the 1997 business plan have been achieved since the infrastructure
20 improvements were completed in 1999, including: conventional substation
21 communication functions, City government communications functions, CATV
22 service, and transport of signals for service providers offering telecommunications
23 services, through Click; and internet access services, through third-party providers,
24 and
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WHEREAS other contemplated functions have been partially achieved through the Gateway meter program, which include: remote turn on/off for electric customers, automated meter reading (electric), and provision of information to customers that is relevant to their energy purchasing decisions, and

WHEREAS, it is recognized that a portion of Tacoma Power's telecommunication infrastructure in part used by the Click! Network was funded through Click! customer revenues as well as the City of Tacoma (specifically the Institutional-Net fiber), and

WHEREAS, at the time of construction, Click!'s infrastructure and equipment were state-of-the-art and allowed customers of Click! to experience exceptional access to the internet, and

WHEREAS the construction of Click! has increased competition for CATV and telecommunications products which, in turn, enhanced customer service, capital improvements to existing telecommunication provider systems and products, and greater access to CATV and telecommunication services, and

WHEREAS the telecommunications system continues to provide interconnectivity, advanced control, and power management between electrical substations, which provides safe, reliable, and efficient use of electrical resources for the benefit of all Tacoma Power customers. Nevertheless, not all of the original contemplated uses of the telecommunication system by Tacoma Power for power purposes have come to fruition, and

WHEREAS much of the existing telecommunications system and equipment will not be needed by Tacoma Power for power purposes in the future, and



1 consequently, Tacoma Power does not intend to update and improve those parts of
2 the telecommunication system and equipment to the latest technology in the future,
3 making telecommunication services offered to customers less competitive in the
4 current commercial telecommunication market, and

5 WHEREAS the existing business plan associated with Click!
6 telecommunication services offered to customers does not generate sufficient
7 revenues to fully fund current expenses (in particular, those expenses related to
8 CATV/cable television services), nor can existing revenues fully fund capital
9 improvement costs related to these functions, and
10

11 WHEREAS the Board sought policy direction from the City Council on how
12 to remedy the current financial situation by recommending two potential
13 alternative paths: (1) U-10828, requesting approval to adopt a business plan
14 where Click! would provide retail telecommunications services (along with CATV
15 services) to its customers paid for by Click! customers and electric utility funds; or
16 (2) U-10829, requesting approval to solicit lease and property sale proposals for a
17 third-party operation to use and maintain Click! to provide telecommunication
18 services, and
19

20 WHEREAS, on December 12, 2015, the City Council, pursuant to
21 Amended Resolution No. 39347, approved the first alternative path and requested
22 the Board to direct Tacoma Power to prepare an all-in retail services plan related
23 to Click! operations, and
24

25 WHEREAS, on September 28, 2016, pursuant to Amended Resolution
26 U-10879, the Board approved a high-level business plan requiring Click! to offer



1 retail services to customers paid for by electric utility funds and forwarded the plan
2 to the City Council for review and concurrence, and

3 WHEREAS, since referring the high-level plan for review, customers of
4 Tacoma Power have filed a claim for damages and lawsuit related to
5 implementation of an all-in retail services plan paid for in part by electric utility
6 funds, specifically challenging that the plans required the use of Tacoma Power
7 revenues generated from electricity sales to fund potential deficits in Click!
8 operating expenses and capital improvement costs related to implementing the
9 all-in retail services plan, and

10
11 WHEREAS no action on the high-level plan was taken by the City Council,
12 and it is now apparent that Click! revenues alone will not support completion of an
13 all-in retail services (including internet, CATV, and voice over internet protocol)
14 plan, nor are such revenues sufficient to make necessary capital improvements
15 related to implementing such a retail services plan, and

16
17 WHEREAS the City Council and the Board have re-examined the long-
18 standing community policy goals for providing Click! telecommunications services
19 (television, internet, telephone, etc.) to customers. The City Council and the
20 Board remain deeply committed to Click! and continue to support community
21 policy goals related to the purposes for and use of Tacoma Power's assets
22 comprising Click!, including the following community policy goals:

23
24 (1) Continuing public ownership of the telecommunications assets,
25 especially those assets necessary for Tacoma Power operations;

26



- 1 (2) Ensuring geographically, economically, and technologically
equitable access;
- 2 (3) Creating low-income affordable access to telecommunication
3 services;
- 4 (4) Enforcing net neutrality principles for all customers;
- 5 (5) Allowing open access to telecommunication assets by other
6 telecommunication providers, to the extent such access benefits customers;
- 7 (6) Preserving competition among telecommunication providers that
8 benefits customers (such as high-quality, technologically up-to-date, and
9 reasonably priced telecommunication services), including restricting transfer of
10 ownership or operations that reduce competition;
- 11 (7) Safeguarding the use of telecommunications services by the
12 Tacoma Power, City, and other local governments;
- 13 (8) Maintaining financial stability of the telecommunications business
14 operations utilizing the Click! assets;
- 15 (9) Promoting economic development and educational opportunities;
- 16 (10) Providing job options and security for Click! staff and protecting the
17 intellectual capital of the system;
- 18 (11) Protecting customer privacy; and
- 19 (12) Preserving Click!'s goodwill, including via its market-leading
20 customer service for telecommunications customers, and

21 WHEREAS an independent consultant on municipal broadband has
22 reviewed Click!'s assets, operations, the current and future state of technology,
23
24
25
26



1 and market conditions, and has determined that the City cannot meet some of the
2 community's policy goals related to Click! using an all-in retail services plan that is
3 paid for in part by electric utility funds, and

4 WHEREAS, due to the above factors, it is now deemed to be in the best
5 interests of the customers of Tacoma Power, including Click! customers, and
6 residents of the City of Tacoma to pursue alternative courses which do not involve
7 Click! directly providing all-in retail services to customers that are paid for in part
8 by electric utility funds, and

9 WHEREAS, instead, the above policy goals will be utilized in shaping a
10 new course for the use and preservation of the assets of Click!; Now, Therefore,
11 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

12 Section 1. That Board Amended Resolution U-10879, passed September
13 28, 2016, approving a high-level business plan requiring Click! to offer all-in retail
14 services to customers paid for in part by electric utility funds is rescinded, and the
15 City Council is requested to concur in the rescission and is requested to likewise
16 rescind the direction given to the Board through City Council Amended Resolution
17 No. 39347, which requested the Board to develop such a plan.

18 Section 2. That the community policy goals listed above in the recitals are
19 approved by the Board, and the Board requests the City Council to concur in this
20 approval at the City Council's January 30, 2018, meeting.

21 Section 3. That the Board and City Council will meet jointly on January 23,
22 2018, to describe and detail the community policy goals related to maximizing the
23 use and preservation of Tacoma Power's telecommunications assets in a meeting
24
25
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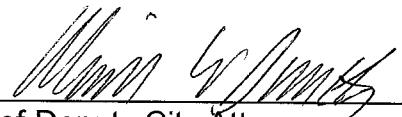
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open to the public. The Public will be invited to give comment and input on the proposed policy goals at the Board's January 24, 2018, regular meeting, and again at the City Council's January 30, 2018, regular meeting.

Section 4. That requests for information, proposals, or qualifications from any and all entities (with a working knowledge of the assets and the business of Click!) will be sought to determine how, and to what extent, the community policy goals can be achieved through collaboration and/or restructuring of Click!.

Section 5. That the Interim Director of Utilities shall work jointly with the City Manager to detail next steps, including the preparation of requests for information, proposals, or qualifications, and may retain the services of a consultant to assist in such efforts, to be jointly funded by the City and Department of Public Utilities. It is expected that such requests shall be submitted to any and all entities no later than the end of February 2018. The Board and City Council are expected to take action within three of months of receipt of the proposals.

Approved as to form and legality:



Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____



RESOLUTION NO. U-10989

1 A RESOLUTION authorizing the execution of Sound Transit Tacoma Link
2 Expansion Project – Amendment No. 1 for Work Order No. 3, increasing the
3 estimated cost of design services.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Water
5 Division (d.b.a. “Tacoma Water”), was authorized by the Public Utility Board
6 under resolution U-10916, to execute Work Order No. 3, Sound Transit Tacoma
7 Link Expansion ST2 – City Services Agreement (“City Services Agreement”).
8 The City Services Agreement sets forth the terms and conditions upon which the
9 City of Tacoma, Department of Public Utilities, Light Division (dba “Tacoma
10 Power”) and Water Division (dba “Tacoma Water”) will provide services to Sound
11 Transit to facilitate design and construction of the expansion of the Tacoma Link
12 Light Rail system (“TLE Project”), and

14 WHEREAS these documents established the terms and conditions under
15 which Tacoma Water would provide design services for the relocation of
16 approximately two miles of distribution water main in support of the TLE Project,
17 and

19 WHEREAS as part of Work Order No. 3, Tacoma Water provided an
20 estimated cost for design services such as drafting and engineering, and

21 WHEREAS the estimated cost of Work Order No. 3 has increased due to an
22 expansion of project scope and design, additional services such as topographic
23 survey, and increased project coordination efforts with the TLE Project
24 stakeholders, and



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WHEREAS the estimated cost for such services is \$301,000, borne by Tacoma Water, in accordance with the City Services Agreement and Memorandum of Agreement (“Funding Agreement”), and the value of the work performed under this Work Order Amendment will be applied to the city of Tacoma’s share of the TLE Project costs as an in-kind contribution, and

WHEREAS, the Public Utility Board finds that it is in the best interest of the customers of Tacoma Water that the Sound Transit Tacoma Link Expansion Project – Amendment No. 1 for Work Order No. 3 be approved; Now Therefore, BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the proposed Sound Transit Tacoma Link Expansion Project – Amendment No. 1 for Work Order No. 3 is approved, and the appropriate officers of the City are authorized to execute said agreements, substantially in the form on file with the Clerk of the Board and as approved by the City Attorney.

Approved as to form and legality:



Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

of January 24th, 2018

REQUEST FOR RESOLUTION

Date: January 12th, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Authorize Tacoma Water to execute Amendment No. 1 for Work Order No. 3 with Sound Transit for the Tacoma Link Expansion Project ("TLE Project"), increasing the estimated cost of design services by Tacoma Water from \$173,722 to \$301,000.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Tacoma Water Distribution Engineering requests authorization to execute Amendment No. 1 for Work Order No. 3 with Sound Transit for the TLE Project. Work Order No. 3 provides for the terms and conditions under which Tacoma Water will perform water main relocation design work for the TLE Project. Amendment No. 1 increases the estimated cost of design services by Tacoma Water from \$173,722 to \$301,000. The cost of water main relocation design work will be borne by Tacoma Water in accordance with the City Services Agreement and Memorandum of Agreement ("Funding Agreement"). The value of the work performed under this Work Order Amendment will be applied to the City of Tacoma's share of the TLE Project costs as an in-kind contribution.

3. Summarized reason for resolution:

Under Resolution U-10916, the Public Utility Board authorized execution of the Work Order No. 3, the City Services Agreement, and the Funding Agreement. These documents established the terms and conditions under which Tacoma Water would provide design services for the relocation of approximately 2-miles of distribution water main in support of the TLE Project. As part of Work Order No. 3, Tacoma Water provided an estimated cost for design services such as drafting and engineering.

The estimated cost of Work Order No. 3 has increased due to an expansion of project scope and design, additional services such as topographic survey, and increased project coordination efforts with the TLE Project stakeholders.

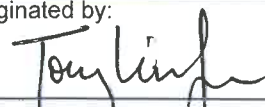
4. Attachments:

- a. Amendment No. 1
- b. Work Order No. 3
- c. Authorization to Amend Work Order No. 3 Memorandum


5. Funds available Proposed action has no budgetary impact

6. Deviations requiring special waivers: None

Originated by:


Tony Lindgren, Water Dist. Eng. Manager

Requested by:


Scott Dewhirst, Water Superintendent


Approved:


Linda McCrea, Interim Director of Utilities/CEO



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

Date: January 12, 2018
To: Linda McCrea, Interim Director of Utilities/CEO
From: Scott Dewhirst, Water Superintendent ^{USPO 1/12/18} 
Subject: Tacoma Link Expansion Joint Project
MRP2016-27 Tacoma Link Expansion
Authorization to Amend Work Order No. 3 Memorandum

Tacoma Water Distribution Engineering requests authorization to execute Amendment No. 1 for Work Order No. 3 with Sound Transit for the Tacoma Link Expansion Project ("TLE Project"), increasing the estimated cost of design services by Tacoma Water from \$173,722.00 to \$301,000.00. The value of the work performed under this Work Order Amendment will be applied to the City of Tacoma's share of the TLE Project costs as an in-kind contribution.

BACKGROUND

In 2017, under Resolution U-10916, the Public Utility Board authorized execution of the Work Order No. 3, the City Services Agreement, and Memorandum of Agreement ("Funding Agreement"). These documents established the terms and conditions under which Tacoma Water would provide design services for the relocation of approximately 2-miles of distribution water main in support of the TLE Project. As part of Work Order No. 3, Tacoma Water provided an estimated cost for design services such as drafting and engineering.

The estimated cost of Work Order No. 3 has increased due to an expansion of project scope and design, additional services such as topographic survey, and increased project coordination efforts with the TLE Project stakeholders.

PROJECT AUTHORIZATION

Tacoma Water's estimated cost of design services for the TLE Project is \$301,000.00. Funding for this project is available in the 2010 Water Bond Fund.

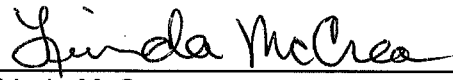
RECOMMENDATION

We recommend authorizing the execution of Amendment No. 1 for Work Order No. 3.

PROJECT ENGINEER/COORDINATOR:

Ali Polda, Distribution Engineering (253) 502-8152.

Please indicate your concurrence by signing below.

A handwritten signature in black ink that reads "Linda McCrea". The signature is written in a cursive style and is positioned above a solid horizontal line.

Linda McCrea
Interim Director of Utilities/CEO

AP: td

cc: Corey Newton, P.E., Planning and Development Services

File: MRP 2016-27

Sound Transit Tacoma Link Expansion (TLE) ST2 – City Services Agreement with the City of Tacoma
Work Order Request #3 - Tacoma Water

WATER UTILITY DESIGN AND PROJECT REVIEW

This Work Order is adopted by the City of Tacoma ("City") by and through its Department of Public Utilities, Water Division (dba: Tacoma Water) ("TWTR"), and Sound Transit ("ST"), who are parties to the City Services Agreement dated _____. This Work Order is subject to and incorporates the terms of the Agreement.

1. Services Required.

A. Task #1 - **Water Main Design.**

- i. TWTR will design all water mains impacted by the TLE Project and Operations Maintenance Facility (OMF).
- ii. Design will conform to TWTR standards.
- iii. Water main design drawings will conform to TWTR CADD standards. (Symbol consistency will be established cooperatively by TWTR and HDR CADD Managers.)
- iv. TWTR drawings will be inserted intact into HDR drawings preserving their layering.
- v. TWTR will be responsible for the design of cathodic protection where required.
- vi. TWTR will coordinate with HDR regarding the design of mitigation of stray current.
- vii. TWTR will be responsible for the preparation of technical specification language with regard to all work involving TWTR infrastructure in accordance with TWTR standards. HDR will be responsible for formatting and converting the technical specification language for the inclusion in the contract documents.
- viii. TWTR will coordinate closely with the Project designers (HDR) and TPU Power (TPWR) for conflict resolution and consistency regarding other utilities.
- ix. TWTR will periodically attend design meetings to facilitate design and coordination with other utilities. HDR will explore the use of technology (i.e., Skype, Go to Meeting, etc.) to minimize travel associated with meetings.
- x. TWTR will provide regular file exchanges (as work progresses) with HDR. HDR will provide access to ProjectWise for easy insertion of TWTR working files to facilitate the necessary coordination and reduce the need for face-to-face meetings. This will allow monitoring of production against schedule for coordination and management of work product.

B. Task #2 - **Project Plan Review.**

- i. TWTR will support HDR with formal Project plan review for potential design conflicts in the civil and utility design as part of the 60 percent, 90 percent, and 100 percent submittal process. TWTR will have 14 days from the receipt of the submittals from ST to review and record comments into the comment spreadsheet.
- ii. HDR will coordinate periodic over-the-shoulder reviews with TWTR that will occur during the design process to facilitate an efficient submittal review.

Sound Transit Tacoma Link Expansion (TLE) ST2 – City Services Agreement with the City of Tacoma
Work Order Request #3 - Tacoma Water

- iii. TWTR will consider the formal comments regarding its design made by ST Project reviewers and resolve issues with reviewers. Resolutions will be documented in the SharePoint Project comment spreadsheet. TWTR will have 30 days to resolve comments with the ST reviewers and document resolutions in comment spreadsheet.
2. **Schedule and Coordination.** TWTR will submit fully QA/QC'd drawings and specification documents to ST according to the Master schedule. Projected dates are as follows:
 - 60 percent - February 17, 2017
 - 90 percent - May 14, 2017
 - 100 percent - August 15, 2017
 - IFB - October 15, 2017
3. **Cost Allocation.** The direct cost of the work performed will be allocated in accordance with the Funding Agreement, which the Parties acknowledge has not been executed at the time of this Work Order. Such costs may be allocated as an "in-kind" contribution against the City's share of the Project costs. The intent at the time of this Work Order is that the City will not be invoicing ST for this work.
4. **Fees.** There are no fees associated with this Work Order.
5. **Cost Estimate/Fee Value.** The TWTR estimate for the direct costs for the scope of services set forth in Section 1 of this Work Order is \$173,722. TWTR, through the City, will provide documentation to ST on a monthly basis for the actual cost of the services completed by the City. This includes copies of original bills, invoices, expense accounts, payroll records/time sheets, and miscellaneous supporting data retained by TWTR including, but not limited to, work records, rates, and material and equipment costs.
6. **Review/Adjustment.** TWTR will review the completed scope of work when the direct costs of service under this Work Order equal approximately 75 percent of the TWTR estimate. In the event that upon such review TWTR determines that the direct costs of service under this Work Order are anticipated to exceed the existing TWTR estimate, TWTR will submit an updated cost estimate to the City for notification of ST for review and approval. If approved, the revised cost estimate will be adopted by the Parties' designated representatives as an amendment to this Work Order. In the event that TWTR determines that the direct costs for service for further work will exceed the TWTR estimate, TWTR may, in its sole discretion and upon written notice to ST through the City, suspend work under this Work Order until such time as an adjustment to the TWTR estimate is approved.
7. **Change Management.** This Work Order request will be tracked regarding the tasks as numbered above. In the event the Work Order request needs to be modified, a new Work Order request and its associated cost impact shall be submitted with the changes noted. The new modified Work Order request must be approved by ST's Project Manager, the City's Project Manager, and TWTR's Project Manager before the purchase of major materials and the construction is started for the modified scope of work.


Sound Transit Tacoma Link Expansion (TLE) ST2 – City Services Agreement with the City of Tacoma
Work Order Request #3 - Tacoma Water

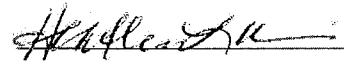
8. Construction Activities. Construction inspection of ST construction activities, TWTR procurement and TWTR construction activities, to include estimated costs directly related to the work product of Tasks #1 and #2, will be addressed by a new Work Order request.


AGREED:

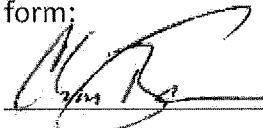
FOR CITY OF TACOMA:

For Tacoma Water


Signature: 
Printed Name: WILLIAM A. GAINES
Title: Director of Utilities/CEO
Date: _____

Signature: 
Printed Name: ^{tw} LINDA MCCREA
Tacoma Water
Title: Superintendent

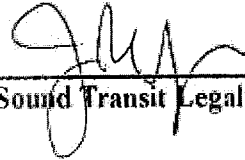
Finance Approval:
Signature: 
Printed Name: Andrew Cherullo
Title: Finance Director

Approved as to form:
Signature:  4/17/12
Printed Name: Chris Bacha
Title: Chief Deputy City Attorney

FOR SOUND TRANSIT:

Signature: 
Printed Name: PETER ROGOFF
Title: CHIEF EXECUTIVE OFFICER
Date: 5/18/17

APPROVED AS TO FORM


Sound Transit Legal Counsel

Sound Transit Tacoma Link Expansion (TLE) ST2 – City Services Agreement with the City of Tacoma
AMENDMENT NUMBER 1 to Work Order Request #3 - Tacoma Water

WATER UTILITY DESIGN AND PROJECT REVIEW-REVISED SCOPE

Whereas, on May 18, 2017, the City of Tacoma (“City”) by and through its Department of Public Utilities, Water Division (dba: Tacoma Water) (“TWTR”), adopted Work Order Request #3 (WOR #3) that was submitted to the City, by Sound Transit (“ST”) pursuant to the “Sound Transit Link Expansion (TLE) ST2- City Services Agreement”, between the City and ST.

Whereas, after the execution of WOR #3, it was discovered that additional work would be required to address certain design issues that became apparent, with additional corresponding costs.

Whereas, the City, TWTR and ST desire to amend WOR #3 to reflect the revised scope of work, the corresponding additional costs, and provisions for payment / credit.

Now, therefore, the City, TWTR and ST agree that WOR #3 shall be amended as follows as of the date of final signature affixed to this Amendment:

Under Section 1.A. Services Required Task#1 Water Main Design

Add sub-item xi with the following language:

TWTR will conduct topographical survey(s) for areas outside of the Mainline Track where HDR survey was not completed but required to facilitate Water Main Design. The survey areas are limited to water main crossings at intersections abutting the Mainline Track and along Pacific Avenue from South 7th Street to approximately 300 feet north of the intersection.

Add sub-item xii with the following language:

TWTR will assign a Project Manager to manage and integrate all work tasks associated with this agreement including monitoring and controlling work tasks, scope, budget, schedules, and quality of deliverables.

Add sub-item xiii with the following language:

TWTR will participate and collaborate with ST to develop agreements pertaining to scope and costs associated with this Work Order.

Under Section 5 – Cost Estimate/Fee Value

Delete the first sentence in its entirety and replace with the following:

The TWTR estimate for the direct costs for the scope of services set forth in Section 1 of this Work Order is \$301,000.

The remaining provisions of WOR #3, not specifically amended by this Amendment Number 1, shall remain in full force and effect.

AGREED:

Sound Transit Tacoma Link Expansion (TLE) ST2 – City Services Agreement with the City of Tacoma
AMENDMENT NUMBER 1 to Work Order Request #3 - Tacoma Water

FOR CITY OF TACOMA:

For Tacoma Water

Signature: Linda McCrea

Printed Name: LINDA MCCREA

Title: Interim Director of
Utilities/CEO

Date: _____

Signature: _____

Printed Name: SCOTT DEWHIRST

Title: Tacoma Water
Superintendent

Finance
Approval:

Signature: _____

Printed Name: Andrew Cherullo

Title: Finance Director

Approved as to form:

Signature: _____

Printed Name: Chris Bacha

Title: Chief Deputy City Attorney

FOR SOUND TRANSIT:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



RESOLUTION NO. U-10990

1 A RESOLUTION to approve and ratify the Rescission Option Agreement
2 providing for the option to rescind the Pierce County Conservation
3 Futures Purchase and Sale Agreement.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Water
5 Division (d.b.a. "Tacoma Water"), requested that the Board declare
6 approximately 106 acres of property (located east of the McMillin Reservoirs)
7 ("Property") surplus and approve the negotiated sale of the Property to the
8 Pierce County Department of Parks and Recreation ("Pierce County"), and
9

10 WHEREAS, the Board declared the Property surplus and its sale was
11 approved by Public Utility Board Resolution No. U-10973, on November 15,
12 2017, in the amount of \$2,775,100, to Pierce County, with funds made available
13 through the Pierce County Conservation Futures Program ("Program"), and
14

15 WHEREAS the City Council held a public hearing on December 5, 2017,
16 and adopted Resolution No. 39884 on December 19, 2017, to approve the sale
17 and execute all documents to convey the Property to Pierce County, and
18

19 WHEREAS effective December 20, 2017, Tacoma Water and Pierce Co.
20 entered into the "Pierce County Conservation Futures Purchase and Sale
21 Agreement" ("Purchase and Sale Agreement"), that provided Pierce County
22 with a due diligence period to conduct a review of the Property, and
23

24 WHEREAS, as part of its due diligence, Pierce County hired a consultant
25 to perform an environmental assessment of a portion of the Property and said
26 consultant collected soil samples and identified the presence of certain
hazardous materials from one location of the Property, and



1 WHEREAS, the extent of the presence of said materials in the areas
2 around the collection location is unknown, a further, more thorough study has
3 not yet been completed, and the further study could take months to complete,
4 and
5

6 WHEREAS, in addition, the Purchase and Sale Agreement provides that
7 Tacoma Water is to grant to Pierce County a perpetual easement for ingress,
8 egress and utilities over and across Tacoma Water's adjacent property
9 ("Access Easement"), and
10

11 WHEREAS, the legal description and other terms, covenants and
12 conditions of the Access Easement were to be established by mutual
13 agreement prior to Closing but the parties were unable to come to an
14 agreement by that time, and
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16 WHEREAS ordinarily, the parties would have extended the Closing Date
17 to accommodate completion of these issues but the funds from the Program
18 had to be expended by December 29, 2017 (the "Closing Date") to acquire the
19 Property, and
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21 WHEREAS in order to complete the sale, which was in furtherance of the
22 public purpose of reserving lands for public use, the Parties proceeded to
23 Closing and at the same time executed a Rescission Option Agreement, and
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25 WHEREAS the Rescission Option Agreement allowed the parties to
26 proceed to Closing while maintaining an opportunity to (1) complete the studies
necessary to determine the extent and scope of hazardous materials in the



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areas around the collection site and determine any needed environmental remediation, and (2) to mutually agree upon the terms, covenants, and conditions of the Access Easement, and

WHEREAS the Rescission Option Agreement provides for the rescission of the purchase of the Property if Tacoma Water and Pierce County cannot reach agreement regarding (1) mitigation or decontamination activities or (2) terms, covenants, and conditions of the Access Easement, and

WHEREAS should the rescission option of the Rescission Option Agreement be exercised, Tacoma Water will return the funds used to purchase the Property to Pierce County and Pierce County will deed the Property back to Tacoma with the restrictive covenants limiting use of the Property for park purposes removed, and

WHEREAS the Rescission Option Agreement was reviewed by Tacoma Water and Real Property Services, approved as to legal form by the City's Legal Department, and was signed by both parties on December 29, 2017;
Now, therefore,

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BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

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That the Rescission Option Agreement, on file with the Clerk and as approved by the City Attorney, is approved and its execution by the Interim Director is hereby ratified.

Approved as to form and legality:



Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

of January 24, 2018

REQUEST FOR RESOLUTION

Date: January 12, 2018

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Ratify and approve the Rescission Option Agreement for sale of approximately 106 acres of Tacoma Water property to Pierce County Department of Parks and Recreation.

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Ratify and approve the execution of the Rescission Option Agreement for the sale of approximately 106 acres of Tacoma Water property as approved by Public Utility Board Resolution No. U-10973 and City Council Resolution No. 39884.

3. Summarized reason for resolution:

Pierce County Department of Parks and Recreation offered to purchase approximately 106 acres of Tacoma Water Property located east of the McMillin Reservoirs for \$2,775,100. Funds for the purchase were made available by the Pierce County Conservation Futures Program.

On November 15, 2017, the Public Utility Board adopted Resolution No. U-10973 which declared the Property surplus, requested that the City Council hold a public hearing to approve the sale, and authorized the execution of all necessary documents. On December 19, 2017, the Tacoma City Council adopted Resolution No. 39884 which declared the Property surplus and authorized the proper officers of the City to execute a deed and all other necessary documents to convey the Property to the Pierce County Department of Parks and Recreation.

Effective December 20, 2017, Tacoma Water and Pierce County entered into the "Pierce County Conservation Futures Purchase and Sale Agreement" ("Purchase and Sale Agreement") for the purchase and sale of the Property. The Purchase and Sale Agreement provided Pierce County with a Due Diligence Period in which to conduct a Due Diligence Review of the Property, including its environmental aspects. As part of its due diligence, Pierce County hired a consultant to perform an environmental assessment of the Property. The consultant collected soil samples from the Property and identified the presence of certain hazardous materials from one collection location. To date, a more thorough study has not been completed. Therefore, the extent of the presence of said hazardous materials in the areas around the collection location is not known nor is the scope or nature of appropriate mitigation or decontamination activities known. Further, studies to determine any potential remediation will take at least several months to complete.

Additionally, the Purchase and Sale Agreement provides that Tacoma Water is to grant to Pierce County a perpetual easement for ingress, egress and utilities over and across Tacoma Water's adjacent real property ("Access Easement"). The legal description and other terms, covenants and conditions of the Access Easement were to be established by mutual agreement prior to Closing. The Parties mutually agreed upon the precise legal description of the Access Easement. However, due to time constraints, the Parties were not able to mutually agree upon the terms, covenants and conditions of the Access Easement before Closing. Ordinarily, the Parties would have extended the Closing Date in order to accommodate completion of issues not foreseen at the time of the execution of the Purchase and Sale Agreement. However, the Pierce County Conservation Futures Program funds allocated by Pierce County to acquire the Property had to be expended by the close of business on December 29, 2017, the Closing Date of the Purchase and Sale Agreement. In order to complete the sale, which was in furtherance of the public purpose of reserving lands for public use, the Parties proceeded to Closing on December 29, 2017, and on the same date executed a Rescission Option Agreement.


The Rescission Option Agreement allowed the Parties to proceed to Closing but maintain an opportunity to (1) complete the studies necessary to determine the extent and scope of hazardous materials in the areas around the collection site and determine any needed environmental remediation and (2) to mutually agree upon the terms, covenants and conditions of the Access Easement. The Rescission Option Agreement provides for the rescission of the purchase of the Property if agreement cannot be reached regarding mitigation or decontamination activities or the terms, covenants, and conditions of the Access Easement. Should the rescission option be exercised, Tacoma Water will return the funds used to purchase the Property to the County and the County will deed the Property back to Tacoma Water with the restrictive covenants limiting use of the Property for park purposes removed. The Rescission Option Agreement was signed by both parties on December 29, 2017. It was reviewed and approved by Tacoma Water and Real Property Services. It was approved as to legal form by the City's Legal Department. Tacoma Water requests that the Board ratify and approve the execution of the Rescission Option Agreement which is attached.

4. Attachments:

- a. Director's Memo; b. Purchase and Sale Agreement; c. Rescission Option Agreement;
- d. PUB Resolution No. U-10973; e. City Council Resolution No. 39884.

5. Funds available Proposed action has no budgetary impact

6. Deviations requiring special waivers:

Originated by:  Greg Volkhardt, Environmental Programs Manager	Requested by:  Scott Dewhirst, Water Superintendent	Approved:  Linda McCrea, Interim Director of Utilities / CEO
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Date: January 12, 2018
To: Linda McCrea, Interim Director of Utilities/CEO
From: Scott Dewhirst, Water Superintendent *USD*
Subject: Rescission Option Agreement – Sale of McMillin Reservoir Land

Recommendation: Tacoma Water requests that the Public Utility Board ratify and approve the execution of the Rescission Option Agreement that occurred on December 29, 2017.

Background: Beginning in 2013, Tacoma Water and Pierce County engaged in discussions to acquire real property that formed part of the McMillin Reservoir complex. Pierce County was interested in purchasing the property for use as a park and a potential regional trail hub. Eventually the Pierce County Department of Parks and Recreation offered to purchase approximately 106 acres of Tacoma Water real property located east of the McMillin Reservoirs at 13004 Reservoir Road E. Puyallup (“Property”) for \$2,775,100.00. Funds for the purchase were made available pursuant to Pierce County’s Conservation Futures Program.

On November 15, 2017, the Public Utility Board adopted Resolution No. U-10973. That resolution declared the Property surplus, requested that the City Council hold a public hearing to approve the recommended sale, and authorized the execution of all necessary documents. On December 19, 2017, the Tacoma City Council adopted Resolution No. 39884. That resolution declared the Property surplus and authorized the proper officers of the City to execute a deed and all other necessary documents to convey the Property to the Pierce County Department of Parks and Recreation.

Effective December 20, 2017, Tacoma Water and Pierce County entered into the “Pierce County Conservation Futures Purchase and Sale Agreement” (“Purchase and Sale Agreement”) for the purchase and sale of the Property. The Purchase and Sale Agreement provided Pierce County with a Due Diligence Period in which to conduct a Due Diligence Review of the Property, including its environmental aspects.

As part of its due diligence, Pierce County hired a consultant to perform an environmental assessment of the Property. The consultant collected soil samples from the Property, and identified the presence of certain hazardous materials from one collection location. To date, a more thorough study has not been completed. Therefore, the extent of the presence of said hazardous materials in the areas around the collection location is not known nor is the scope or nature of appropriate mitigation or decontamination activities known. Further, studies to determine any potential remediation will take at least several months to complete.

Additionally, the Purchase and Sale Agreement provides that Tacoma Water is to grant to Pierce County a perpetual easement for ingress, egress and utilities over and across Tacoma Water's adjacent real property ("Access Easement"). The legal description and other terms, covenants and conditions of the Access Easement were to be established by mutual agreement prior to Closing. The Parties mutually agreed upon the precise legal description of the Access Easement. However, due to time constraints, the Parties were not able to mutually agree upon the terms, covenants and conditions of the Access Easement before Closing.

Ordinarily the Parties would have extended the Closing Date in order to accommodate completion of issues not foreseen at the time of the execution of the Purchase and Sale Agreement. However, the Pierce County Conservation Futures Program funds allocated by Pierce County to acquire the Property had to be expended by the close of business on December 29, 2017, the Closing Date of the Purchase and Sale Agreement. In order to complete the sale, which sale was in furtherance of the public purpose of reserving lands for public use, the Parties proceeded to Closing on December 29, 2017, as provided for in the Purchase and Sale Agreement and on the same date executed a Rescission Option Agreement.

The Rescission Option Agreement allowed the Parties to proceed to Closing but maintain an opportunity to (1) complete the studies necessary to determine the extent and scope of hazardous materials in the areas around the collection site and determine any needed environmental remediation and (2) to mutually agree upon the terms, covenants and conditions of the Access Easement. The Rescission Option Agreement provides for the rescission of the purchase of the Property if an agreement cannot be reached regarding mitigation or decontamination activities or the terms, covenants, and conditions of the Access Easement. Should the rescission option be activated, Tacoma Water will return the funds used to purchase the Property back to the County and the County will deed the Property back to Tacoma Water with the restrictive covenant limiting use of the Property for park purposes removed.

The Rescission Option Agreement was signed by both parties on December 29, 2017. It was reviewed and approved by Tacoma Water and Real Property Services. It was approved as to legal form by the City's Legal Department.

Schedule: Tacoma Water requests that the Board approve and ratify the execution of the Rescission Option Agreement at the January 24, 2018 Public Utility Board meeting.

APPROVED:



Linda McCrea, Interim Director of Utilities/CEO

RESCISSION OPTION AGREEMENT

THIS RESCISSION OPTION AGREEMENT is made this 29th day of December, 2017, ("Effective Date") between the City of Tacoma, a municipal corporation and Washington First Class Charter City acting by and through its Department of Public Utilities, Water Division ("Seller") and Pierce County, a municipal corporation and political subdivision of the state of Washington ("Purchaser"). Seller and Purchaser may be collectively referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS Seller and Purchaser entered into that certain Pierce County Conservation Futures Purchase and Sale Agreement ("Purchase and Sale Agreement") effective December 20, 2017 for the purchase and sale of the real property in Pierce County, Washington, described, identified, and defined in the Purchase and Sale Agreement as "Subject Property," the full legal description of which is set forth in the attached Exhibit A; and

WHEREAS Purchaser is acquiring the Subject Property pursuant to its Conservation Futures Program; and

WHEREAS the Purchase and Sale Agreement provides Purchaser with a Due Diligence Period in which to conduct a Due Diligence Review of the Subject Property, including its environmental aspects; and

WHEREAS pursuant to section 13.2 of the Purchase and Sale Agreement, Purchaser may conduct environmental inspections and tests of Subject Property as appropriate to determine the presence of hazardous materials; and

WHEREAS Purchaser hired a consultant to perform an environmental assessment of the Subject Property, the consultant has collected soil samples from the Subject Property, and the consultant has identified the presence of certain hazardous materials from one collection location designated B-5 in the draft site plan attached hereto as Exhibit B ("Site Plan"); and

WHEREAS the extent of the presence of said hazardous materials in the areas around the B-5 boring site is not known at this time nor is the scope or nature of appropriate mitigation or decontamination activities known and further studies are needed to determine any potential remediation all of which will take at least several months to complete; and

WHEREAS the Purchase and Sale Agreement provides that Seller shall grant to Purchaser at Closing a perpetual easement for ingress, egress and utilities over and across Seller's adjacent real property for the benefit of the Subject Property ("Access Easement") and that the precise legal description and other terms, covenants and conditions of the Access Easement must be established by mutual agreement prior to Closing; and

WHEREAS although the Parties have mutually agreed upon the precise legal description of the Access Easement, due to time constraints the Parties have not yet mutually agreed upon the terms, covenants and conditions of the Access Easement; and

WHEREAS the Pierce County Conservation Futures funds allocated by Purchaser to acquire the Subject Property must be expended by the close of business on December 29, 2017; and

WHEREAS in order to further the public purpose of reserving lands for public use, the Parties desire to proceed to Closing on December 29, 2017, as provided for in the Purchase and Sale Agreement and to execute this Rescission Option Agreement to allow the Parties an opportunity to complete the studies necessary to determine the extent and scope of hazardous materials in the areas around the B-5 boring site and any needed environmental remediation, to mutually agree upon the terms, covenants and conditions of the Access Easement, and to provide an opportunity to rescind the purchase of the Subject Property if determined to be in the best interest of the Parties upon completion of remediation studies and related activities and negotiations regarding the terms, covenants and conditions of the Access Easement.

NOW THEREFORE in consideration of the mutual promises set forth below, Tacoma Water and Pierce County agree as follows:

A G R E E M E N T

1. The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. As soon as it becomes available, Purchaser shall provide Seller the final report from Purchasers' Phase 2 Environmental Site Assessment.

3. For one hundred twenty (120) calendar days from the Effective Date, Purchaser shall have an opportunity to conduct a Comprehensive Environmental Site Assessment and/or any other assessments necessary (collectively "Assessment") in order to determine the scope and estimated expense of any proposed remediation of soil contamination in the areas around the B-5 boring site.

4. Upon completion of the Assessment, consistent with the Purchase and Sale Agreement, Purchaser may, acting in its sole and absolute judgement and discretion, accept the Subject Property, rescind the Purchase and Sale Agreement, or come to an agreement with Seller as follows: (a) if Purchaser determines that the condition of the areas in and around the B-5 boring site is acceptable and notwithstanding the results of the Assessment may assume liability for clean-up and indemnify and hold Seller harmless for the Subject Property as specified in Section 13.3 of the Purchase and Sale Agreement; (b) if Purchaser determines that the environmental condition of the Subject Property is unsatisfactory it may rescind the Purchase and Sale Agreement as provided for in this Rescission Option Agreement; or (c) Purchaser may ask Seller to complete remediation as identified in the above assessment or come to an agreement with Seller concerning remediation of the areas in and around the B-5 boring site. If Seller elects to remediate as requested by Purchaser, such remediation shall be in accordance with the Washington State Department of Ecology Model Toxics Control Act and Regulation.

5. If, within one hundred twenty (120) calendar days from the Effective Date, Seller refuses to complete remediation as specified in Section 3(c) above or the Parties, through no fault of Seller, are: (a) unable to complete the Assessment or otherwise unable reach an agreement regarding remediation of the areas in and around the B-5 boring site; or (b) unable to mutually agree upon the terms, covenants and conditions of the Access Easement, Purchaser may terminate and rescind the Purchase and Sale

Agreement. Said termination and rescission must be in writing signed by a person duly authorized to rescind said Agreement.

6. The right to terminate and rescind the Purchase and Sale Agreement under this Rescission Option Agreement, is strictly limited to: (a) the environmental remediation of hazardous materials in the areas in and around the B-5 boring site; and (b) mutual agreement regarding the terms, covenants and conditions of the Access Easement.

7. Upon rescission, Seller and Purchaser mutually agree to terminate and rescind the Purchase and Sale Agreement. Seller waives and releases all rights and claims against Purchaser under the Purchase and Sale Agreement, and Purchaser waives and releases all rights and claims against Seller under the Purchase and Sale Agreement and all right, title, and interest in the real estate.

8. Upon rescission, Purchaser shall immediately relinquish possession of the Subject Property and the Parties shall perform all other acts reasonably required to rescind and terminate the Purchase and Sale Agreement. Within thirty (30) calendar days, Seller shall return the full purchase price for the Subject Property paid to Seller by Purchaser by the date of rescission and Purchaser shall convey by bargain and sale deed, free and clear of all encumbrances placed on the Subject Property by Purchaser, including those encumbrances associated with the Conservation Futures Program all of the Subject Property and any associated rights back to Seller that were conveyed to Purchaser. The Access Easement granted by Seller to Purchaser shall be released back to Seller. Any and all further obligations of either Party to the other under the Purchase and Sale Agreement shall absolutely cease. Purchaser shall purchase title insurance in favor of Seller in the full amount of the Purchase Price in the event Purchaser exercises its right to rescind per this Rescission Option Agreement. No other costs incurred by either Party associated with the Due Diligence Review shall be paid and each Party will cover its own costs associated with preparing and recording the deeds or other costs associated with the rescission. Neither Party shall be liable to the other for damages arising from the rescission.

9. Purchaser shall repair any and all damage to the Subject Property and return said Subject Property to Seller in as good or better condition than existed prior to conveyance of said Subject Property to Purchaser. If Purchaser rescinds the Purchase and Sale Agreement pursuant to this Rescission Option Agreement, Purchaser shall defend, indemnify and hold Seller harmless from any claim, liability, loss or expense of any kind, type or nature including, without limitation, any environmental claim, liability, loss or expense, caused by or arising from Purchaser's conduct with respect to the Subject Property during its ownership thereof (and then only to the extent of Purchaser's proportionate share of liability), including reasonable costs and attorney fees asserted against Seller or the Subject Property relating to any such claim, liability, loss or expense. The defense, indemnification and hold harmless provisions of this Section 9 shall not apply to any environmental or other claim, liability, loss or expense arising from or relating to Seller's sole conduct or the condition of the Subject Property prior to Purchaser's acquisition thereof.

10. Notice of rescission shall be in writing and shall meet the requirements of the notice provisions, Section 21, of the Purchase and Sale Agreement.

11. This Rescission Option Agreement shall be governed by the laws of the State of Washington.

12. This Rescission Option Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

13. This Rescission Option Agreement is the entire agreement of the Parties with respect to the option to rescind the Purchase and Sale Agreement in relation to the remediation issue identified and discussed herein. The Parties do not intend and this Rescission Option Agreement does not modify or amend the Purchase and Sale Agreement. This agreement may only be modified in writing signed by the Parties.

14. This Rescission Option Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. A facsimile or electronic signature of a Party shall be sufficient to bind that Party.

15. The following exhibits are attached hereto and by this reference incorporated herein as if fully set forth:

- Exhibit A - Legal Description of Subject Property
- Exhibit B - Boring B-5 Site Plan

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

SELLERS' SIGNATURE PAGE

Linda McCrea 12/29/17
Linda McCrea Date
Interim Director of Utilities / CEO

Scott Dewhirst 12/29/17
Scott Dewhirst Date
Water Superintendent

Andrew Cherullo 12/29/17
Andrew Cherullo Date
Director of Finance

Approved as to form:

Wm J. Smith 12/29/17
Office of City Attorney Date
City of Tacoma Review

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this 29 day of December, 2017, before me personally appeared LINDA MCCRAE, to me known to be the Interim Director of Utilities/CEO of the City of Tacoma Department of Public Utilities, a municipal corporation and political subdivision of the state of Washington, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Charleen Jacobs
Notary Signature
Printed Name: Charleen Jacobs
Notary Public in and for the State of Washington
Washington, residing at: University Place
My Appointment Expires: 7-11-22



PURCHASER'S SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

APPROVED AS TO LEGAL FORM ONLY:

By: _____
Deputy Prosecuting Attorney Date

RECOMMENDED:

By: _____
Director, Budget and Finance Date

By: _____
Director, Parks & Recreation Services Date

FINAL ACTION:

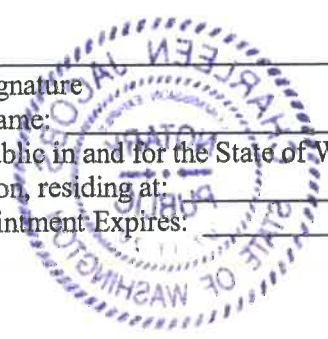
By: _____
Chief Operating Officer Date

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this ___ day of _____, 2017, before me personally appeared DANIEL K GRIMM , to me known to be the Chief Operating Officer of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature
Printed Name: _____
Notary Public in and for the State of Washington
Washington, residing at: _____
My Appointment Expires: _____



PURCHASER'S SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

APPROVED AS TO LEGAL FORM ONLY:

By: DWP 12/29/17
Deputy Prosecuting Attorney Date

RECOMMENDED:

By: CYC 12/29/17
Director, Budget and Finance Date

By: Procarne Ethel 12/29/17
Director, Parks & Recreation Services Date

FINAL ACTION:

By: [Signature] 29 DEC 17
Chief Operating Officer Date

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this 29 day of December, 2017, before me personally appeared DANIEL K GRIMM, to me known to be the Chief Operating Officer of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Signature
Printed Name: Donald L. Anderson
Notary Public in and for the State of Washington
Washington, residing at: Lakewood
My Appointment Expires: 3-1-18

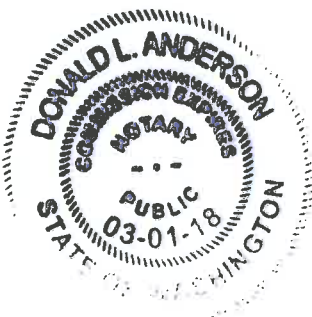


Exhibit A

PARCEL A:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 13, AND THE EAST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 14, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE W.M.;
EXCEPT THAT PORTION OF SAID SUBDIVISIONS DEEDED TO THE CITY OF TACOMA UNDER AUDITOR'S FILE NOS. 345022 AND 792205, RECORDS OF PIERCE COUNTY;
ALSO EXCEPT THAT PORTION OF SAID SUBDIVISIONS DEEDED TO THE CITY OF TACOMA UNDER AUDITOR'S FILE NOS. 334140 AND 720086, RECORD OF PIERCE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST-WEST CENTERLINE OF SAID SECTION 14 626.0 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE SOUTH NORMAL WITH SAID CENTERLINE 683.0 FEET;

THENCE WEST, PARALLEL WITH SAID CENTERLINE, 1250.0 FEET;

THENCE NORTH, NORMAL WITH SAID CENTERLINE, 1850.0 FEET;

THENCE EAST, PARALLEL WITH SAID CENTERLINE, 1250.0 FEET;

THENCE SOUTH, NORMAL WITH SAID CENTERLINE, 1167.0 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

COMMENCING ON THE EAST-WEST CENTERLINE OF SAID SECTION 14, 626 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE SOUTH, NORMAL WITH SAID CENTERLINE, 683 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH, NORMAL WITH SAID CENTERLINE, 925 FEET;

THENCE WEST, PARALLEL WITH THE CENTERLINE, 1250 FEET;

THENCE NORTH, NORMAL WITH SAID CENTERLINE, 925 FEET;

THENCE EAST, PARALLEL WITH SAID CENTERLINE, 1250 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER LYING WESTERLY AND NORTHERLY OF THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF RESERVOIR ROAD AS DEEDED TO THE CITY OF TACOMA UNDER AUDITOR'S FILE NO. 792205;



ALSO EXCEPT THAT PORTION OF SAID EAST HALF LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 678.52 FEET THEREOF.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B
Site Plan

DRAFT

Legend

- B-1  Boring
- HA-1  Hand Auger
- MTCA = Model Toxic Control Act
- µg/kg = Microgram per kilogram
- cPAHs = Carcinogenic Polycyclical Aromatic Hydrocarbons

MTCA Method A Unrestricted

Land Use Cleanup Level

cPAHs = 100 µg/kg

Total Naphthalene = 5,000 µg/kg

NOTES:

1. Locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
- Data Source: Aerial from Google Earth Pro dated 5/22/2017.
 Projection: NAD83 Washington State Plane, South Zone, US Foot

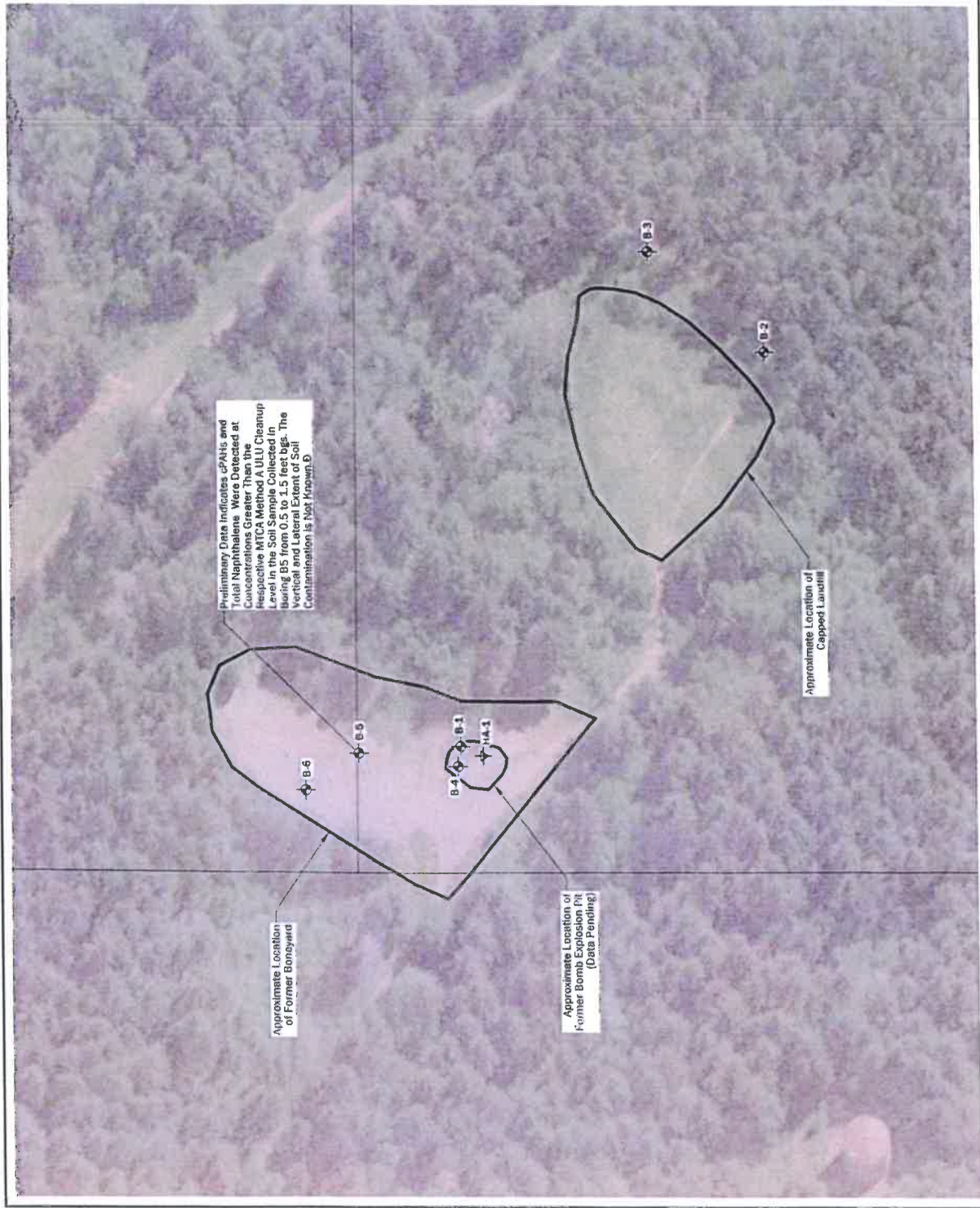


Site Plan

McMillian Property Purchase
 Puyallup, Washington



Figure 3



Preliminary Data Indicates cPAHs and Total Naphthalene Were Detected at Concentrations Greater Than the MTCA Method A Land Use Cleanup Level in Soil Samples Collected in Boring B5 from 0.5 to 1.5 feet bgs. The Vertical and Lateral Extent of Soil Contamination is Not Known.

Approximate Location of Former Bonnyard

Approximate Location of Former Bomb Explosion Pit (Data Pending)

Approximate Location of Capped Landfill

CONTRACT SUMMARY

CONTRACT #: SC-105491

Original **Amendment** **Change Order**

TITLE: 100-Acre Woods Conservation Futures Purchase and Sales Agreement




SUPPLIER: City of Tacoma Public Utilities

CONTRACT TERM: 12/29/2017

CONTRACT AMOUNT: \$2,900,000

Contract Description: Conservation Futures Purchase and Sales Agreement for 100-Acre Woods. Parks would hold the title for this property located behind the McMillin Reservoir off 144th St in South Hill. Needs Executive Signature.

CONTRACT SIGNATURES (REQUIRED):

Date	TO	INITIALS
12/18/17	Roxanne Miles Department Director	
	Dave Prather Prosecuting Attorney	su dthrel
12/10	Gary Robinson Budget & Finance	
12/26	Bruce Dammeier County Executive (If over \$250,000)	

PIERCE COUNTY CONSERVATION FUTURES PURCHASE AND SALE AGREEMENT

THIS PIERCE COUNTY CONSERVATION FUTURES PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined in Section 32 below) by and between CITY OF TACOMA, a municipal corporation and Washington First Class Charter City acting by and through its Department of Public Utilities, Water Division (d.b.a. Tacoma Water) ("Seller") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Purchaser"). Seller and Purchaser may hereinafter be collectively referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS Seller is sole owner in fee simple of the real property located in Pierce County, Washington, consisting of Pierce County Tax Parcel Nos. 0419133001, 0419132006 and 0419141000, the full legal description of which is set forth in attached **Exhibit A** ("Seller's Property"); and

WHEREAS Seller's Property contains features consistent with the purposes and values described in chapter 84.34 of the Revised Code of Washington (hereinafter "RCW") and chapters 2.96 and 2.97 of the Pierce County Code (hereinafter "PCC") including, without limitation: (a) wildlife habitat areas; (b) streams; (c) wetlands; (d) wooded spaces; (e) open spaces; and (f) aquifer recharge and flood control areas ("Conservation Characteristics"); and

WHEREAS on September 22, 2015, the Pierce County Council passed Resolution No. R-2015-95 authorizing the Pierce County Executive to acquire through an expenditure from Purchaser's Conservation Futures Fund an approximately ONE HUNDRED SIX (106) acre portion of Seller's Property consisting of Pierce County Tax Parcel Nos. 0419133001, 0419132006 and a portion of Tax Parcel No. 0419141000, together with a perpetual easement for ingress, egress and utilities ("Access Easement") over and across the unsold portion of Seller's Property ("Seller's Remainder Property"), all as graphically depicted for reference purposes only in attached **Exhibit B** (collectively "Subject Property"); and

WHEREAS Seller desires to sell and convey the Subject Property to Purchaser and Purchaser desires to purchase and accept the same from said Seller upon the terms, covenants and conditions set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

A G R E E M E N T

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. **Purchase and Sale.** Seller agrees to sell and convey the Subject Property to Purchaser, in fee simple absolute, and Purchaser agrees to purchase and accept the same from Seller, upon the terms, covenants and conditions set forth in this Agreement.

3. **Purchase Price and Payment.** The total purchase price for the Subject Property ("Purchase Price") shall be TWO MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$2,775,100.00) and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Closing Agent (defined in Section 6 below), as follows: (a) TWO MILLION TWO HUNDRED TWENTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$2,220,100.00) at Closing (defined in Section 16 below; and (b) FIVE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$555,000.00) on or before February 18, 2018.

4. **Due Diligence.**

4.1 **Due Diligence Review.** Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon Purchaser determining in its sole and absolute judgment and discretion it is satisfied with its due diligence review (hereinafter "Due Diligence Review") of the Subject Property including, without limitation, the fair market value of the Subject Property and the environmental, geotechnical, land use and physical aspects thereof.

4.2 **Due Diligence Period.** Purchaser shall have THIRTY (30) calendar days from the Effective Date (hereinafter "Due Diligence Period") within which to conduct its Due Diligence Review of the Subject Property and to notify Seller in writing of its satisfaction with or waiver of the Due Diligence Review. If Purchaser fails to timely deliver to Seller written notice of its satisfaction with or waiver of the Due Diligence Review, this Agreement shall automatically terminate and neither Party shall have any further rights or remedies hereunder except those that expressly survive termination of this Agreement.

4.3 **Due Diligence Materials.** Seller shall provide to Purchaser, or make available to Purchaser for inspection, as soon as possible (but in any event no later than TEN (10) business days after the Effective Date) all materials specified below that are in Seller's possession or control (hereinafter "Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the Due Diligence Materials, Seller shall promptly deliver them to Purchaser. The Due Diligence materials shall include: (a) copies of any proposed or existing easements, covenants, restrictions, agreements, or other documents that affect title to, or Seller's possession and/or use of, the Subject Property that are not disclosed in the Preliminary Commitment;

(b) all reports, surveys, plats or plans that affect or relate to the Subject Property; (c) notice of any existing or threatened litigation that affect or relate to the Subject Property and copies of any pleadings with respect to that litigation; (d) all environmental assessment reports with respect to the Subject Property performed during the FIVE (5) years preceding the Effective Date or that are currently being performed by or for Seller; (e) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous materials (as defined under state and/or federal law) in, on, under or about the Subject Property and any other written information relating to the environmental condition or potential contamination thereof; and (f) any preliminary title insurance reports that affect or relate to the Subject Property.

4.4 Right of Access; Indemnification. During the Due Diligence Period, Purchaser and its agents, employees, appraisers, contractors and consultants shall be afforded reasonable access and entry onto the Subject Property to conduct such studies, tests, appraisals, investigations and inspections as are reasonably necessary to complete the Due Diligence Review. All such studies, tests, appraisals, investigations and inspections shall occur at Purchaser's sole cost and expense and shall be performed in a manner not unreasonably disruptive to Seller's possession, use or occupancy of the Subject Property. Purchaser shall, upon completion of any such study, test, appraisal, investigation or inspection, repair any and all damage to the Subject Property caused thereby to as good or better condition than existed prior to said activities, and shall indemnify and hold Seller harmless from any claim, liability, loss or expense of any kind, type or nature whatsoever including, without limitation, reasonable costs and attorney fees, asserted against Seller or the Subject Property arising out of or relating in any way to Purchaser's entry thereon; provided, however, that such repair and indemnification shall not cover any claims, demands, liabilities, liens, judgments, costs or expenses, including, without limitation, reasonable costs and attorney fees, attributable to pre-existing adverse conditions affecting the Subject Property or to Seller's sole conduct. Purchaser shall keep confidential all matters it may discover during its investigation and inspection of the Subject Property and, except as required by law, shall not disclose such matters to any third party, other than those assisting Purchaser in its Due Diligence Review, without Seller's prior written consent (and with written notice to Seller prior to any legally compelled disclosure). Unless expressly provided to the contrary elsewhere in this Agreement, Seller shall be under no obligation to correct any deficiency in the Subject Property identified by Purchaser during the Due Diligence Review.

5. Approval Resolutions; Termination. The Parties' obligations to complete the transaction contemplated by this Agreement are subject to and conditioned upon passage of resolutions by the Tacoma City Council and the Tacoma Public Utility Board in the ordinary course of business on or before expiration of the Due Diligence Period, or any extension thereof, approving and ratifying this Agreement and the transaction as contemplated hereby and authorizing such other, further or different action(s) as may be required or desired by Seller in its sole and absolute judgment and discretion to complete the transaction contemplated by this Agreement (collectively "City of Tacoma Approval Resolutions"). Seller shall, as soon as practicable after the Effective Date, submit the City of Tacoma Approval Resolutions to the Tacoma City Council and

the Tacoma Public Utility Board and shall, within FIVE (5) business days after passage by the Tacoma City Council, notify Seller thereof in writing ("Notice of Passage of City of Tacoma Approval Resolutions"), such notice being conclusive for purposes of this Agreement that Seller has satisfied this condition. If Seller fails to timely deliver to Purchaser its Notice of Passage of Tacoma Approval Resolutions, this Agreement shall automatically terminate and neither Party shall have any further rights or remedies hereunder except those that have already accrued or that expressly survive termination hereof.

6. **Preliminary Commitment for Title Insurance.** The Parties have received from Attorney's Title of Washington, 3906 South 74th Street, Tacoma, WA 98409 ("Closing Agent") a preliminary commitment for an owner's standard coverage policy of title insurance covering the Subject Property under Commitment No. TC1-43262-PC ("Preliminary Commitment"). Within FIVE (5) business days after the Effective Date, Seller shall order from Closing Agent an update to the Preliminary Commitment, together with complete and legible copies (to the extent they are available) of any recorded exceptions identified in Schedule B thereof. Seller shall request of Closing Agent that the updated Preliminary Commitment be completed and delivered to Purchaser within FIVE (5) business days after Seller's request.

7. **Approval of Title.** Seller and Purchaser shall conduct their review and approval of title to the Subject Property in accordance with the procedures set forth in Sections 7.1 through 7.4 below.

7.1 **Purchaser's Title Cure Notice.** Purchaser shall have TEN (10) business days after receipt of the update to the Preliminary Commitment as set forth in Section 6 above within which to notify Seller in writing whether, in its sole and absolute judgment and discretion, Purchaser disapproves of any exception in Schedule B thereof ("Purchaser's Title Cure Notice"). All monetary liens and encumbrances, if any, shall automatically be deemed disapproved. Purchaser's failure to deliver Purchaser's Title Cure Notice shall, subject to Section 7.4 below, constitute its unconditional approval of all exceptions in Schedule B except monetary liens and encumbrances. Exceptions not disapproved by Purchaser shall become "Permitted Exceptions."

7.2 **Seller's Title Cure Notice.** Seller shall have TEN (10) business days after receipt of Purchaser's Title Cure Notice within which to notify Purchaser in writing whether, in its sole and absolute judgment and discretion, Seller will cure or remove any exceptions disapproved by Purchaser pursuant to Section 7.1 above ("Seller's Title Cure Notice"). Notwithstanding Seller's discretion in the foregoing sentence, Seller shall remove on or before Closing any and all monetary liens or encumbrances affecting the Subject Property. Except for monetary liens or encumbrances, Seller's failure to deliver Seller's Title Cure Notice shall constitute Seller's election not to remove any such exceptions. Seller shall remove all exceptions it elects to remove on or before Closing.

7.3 **Purchaser's Title Termination Notice.** If Seller elects not to remove all exceptions disapproved by Purchaser pursuant to Section 7.1 above, Purchaser

may, in its sole and absolute judgment and discretion, and not later than the expiration of the Due Diligence Period, elect to terminate this Agreement by written notice to Seller ("Purchaser's Title Termination Notice"), in which case neither Party shall have any further rights or remedies against the other, except those that expressly survive the termination hereof. If Purchaser fails to timely deliver Purchaser's Title Termination Notice, disapproved exceptions (except monetary liens and encumbrances) that Seller has elected not to remove shall become Permitted Exceptions.

7.4 Supplemental Commitments. If any supplement to the Preliminary Commitment issued after the date of Purchaser's Title Cure Notice contains a lien or encumbrance affecting the Subject Property other than liens or encumbrances in the initial Preliminary Commitment or any previous update or supplement thereto, or materially modifies a lien or encumbrance contained in the Preliminary Commitment or any previous update or supplement thereto, Purchaser shall be entitled to disapprove any such matter by written notice to Seller delivered within FIVE (5) business days after Purchaser's receipt of any such update or supplement. If Purchaser timely disapproves, the provisions of Sections 7.2 and 7.3 above shall apply, except Seller shall have only TWO (2) business days to deliver its notice to Purchaser and Purchaser shall have only TWO (2) business days following receipt of Seller's notice to make its election.

8. Conveyance of Title. Seller shall convey fee simple title to the Subject Property to Purchaser at Closing by bargain and sale deed (hereinafter "Bargain and Sale Deed") substantially in the form set forth in attached Exhibit C, subject only to the Permitted Exceptions.

9. Title Insurance Policy. At Closing, or as soon as practicable thereafter, Seller shall cause Closing Agent to issue to Purchaser an owner's standard coverage policy of title insurance covering the Subject Property ("Title Policy") in the full amount of the Purchase Price insuring, as of Closing, fee simple absolute title to the Subject Property in Purchaser free and clear of all liens and, encumbrances and defects except the Permitted Exceptions.

10. Pending Matters; Pending Matters Addenda.

10.1 Pending Matters. The matters described in Sections 10.1.1 through 10.1.3 below have not been fully resolved by the Parties and shall be the subject to further negotiations (collectively "Pending Matters"). If any Pending Matter is not resolved by the Parties in writing to their mutual satisfaction on or before expiration of the Due Diligence Period, either Party may, acting in its sole and absolute judgment and discretion, elect to terminate this Agreement upon written notice to the other, in which event neither Party shall have any further rights or remedies hereunder except those that have already accrued or that expressly survive termination hereof.

10.1.1 Legal Description. Mutual agreement as to the precise legal description of the Subject Property as established by survey;

10.1.2 Access Easement. Mutual agreement as to the precise legal description, terms, covenants and conditions of the Access Easement;

10.1.3 Reservation; Segregation. Mutual agreement as to the size and location of the areas of the Subject Property to be reserved via easement by Seller for pipeline, access, and waste water discharge purposes, and the formal survey and segregation of the Seller's Remainder Property from the Subject Property at Purchaser's sole cost and expense.

10.2 Pending Matters Addenda. Upon resolution of the Pending Matters, the Parties shall execute one or more written addenda ("Pending Matters Addenda"), which shall be attached to and become part of this Agreement as **Exhibit D**, describing the terms, covenants and conditions under which each Pending Matter has been resolved.

11. Conduct of Business. From the Effective Date until Closing or earlier termination of this Agreement, Seller shall: (a) operate and maintain the Subject Property in the ordinary course of their business; (b) not materially violate or breach any applicable current and future zoning or land use laws, ordinances, rules or regulations applicable to the Subject Properties, nor commit any waste or nuisance thereupon; and (c) not enter into any leases, operating contracts, easements or other agreements relating to the Subject Properties that have terms extending beyond Closing without Purchaser's prior written consent, which consent may be granted, withheld, conditioned or delayed by Purchaser in its sole and absolute judgment and discretion.

12. Representations and Warranties.

12.1 By Seller. Seller represents and warrants to Purchaser as follows:

12.1.1 Authority. Subject to Section 5 above, Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby;

12.1.2 Litigation. There are no actions, suits or proceedings pending or threatened against Seller in any court or before any administrative agency that might result in Seller being unable to consummate the transaction contemplated by this Agreement;

12.1.3 Condemnation. This Agreement is not made or entered into under the imminent threat of condemnation of the Subject Property;

12.1.4 Hazardous Materials. Other than as expressly set forth in Section 13.2 below, Seller has not received notification from any governmental agency or any other source that the Subject Property is, or may be, in violation of any environmental law or is, or may be, targeted for a Superfund cleanup site.

12.1.5 Real Estate Brokers. Seller has not had any contact or dealing regarding the Subject Property, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If Seller has had any dealing or communication with a broker or finder through which a claim for a commission or finder's fee is perfected, Seller shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Purchaser harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

12.1.6 Change in Circumstances. If, prior to Closing, Seller becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Seller, then Seller shall promptly give written notice thereof to Purchaser. If Seller gives written notice of any such change, or if Purchaser otherwise has actual notice of any such change, Purchaser shall have the option to terminate this Agreement within TEN (10) business days from the date Purchaser receives written notice of the changed fact or circumstance (or the end of the Due Diligence Period, if later) and all of Seller's and Purchaser's obligations under Agreement shall terminate, except those that expressly survive a termination hereof.

12.2 By Purchaser. Purchaser represents and warrants to Seller as follows:

12.2.1 Authority. Subject to Section 12.2.4 below, Purchaser has full right, title, authority and capacity to execute and perform this Agreement and to consummate the transaction contemplated hereby and the individual(s) who on Purchaser's behalf execute and deliver this Agreement and all documents to be delivered to Seller hereunder are and shall be authorized to do so;

12.2.2 Litigation. There is no litigation pending or, to Purchaser's knowledge, threatened, against Purchaser before any court or administrative agency which might result in Purchaser being unable to consummate the transactions contemplated by this Agreement;

12.2.3 Condemnation. This Agreement is not made or entered into under the threat of condemnation of the Subject Property;

12.2.4 Council Approval. Purchaser has received all necessary governmental approvals and funding authorizations to purchase the Subject Property. The foregoing notwithstanding, Seller acknowledges Purchaser may, in its sole and absolute judgment and discretion, terminate this Agreement if the Pierce County Council withdraws its approval and/or funding authorization for the purchase of the Subject Property.

12.2.5 Conservation Purposes. Purchaser is acquiring the Subject Property solely for conservation and open space purposes consistent with chapter 84.34 of the Revised Code of Washington and chapters 2.96 and 2.97 of the Pierce County Code.

12.2.6 Real Estate Brokers. Purchaser has not had any contact or dealing regarding the Subject Property, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If Purchaser has had any dealing or communication with a broker or finder through which a claim for a commission or finder's fee is perfected, Purchaser shall be solely liable for payment of that commission or fee and shall indemnify, defend and hold Seller harmless from and against any liability, cost or damage (including costs and attorney fees), arising out of or in any way relating to that claim.

12.2.7 Change in Circumstances. If, prior to Closing, Purchaser becomes aware of any fact or circumstance that would change a representation or warranty made in this Agreement by Purchaser, then Purchaser shall promptly give written notice thereof to Seller. If Purchaser gives written notice of any such change, or if Seller otherwise has actual notice of any such change, Seller shall have the option to terminate this Agreement within TEN (10) business days from the date Seller receives written notice of the changed fact or circumstance (or the end of the Due Diligence Period, if later) and all of Seller's and Purchaser's obligations under this Agreement shall terminate, except those that expressly survive a termination hereof.

12.3 Condition of Property. Purchaser acknowledges it is purchasing and shall acquire the Subject Property in the physical condition existing as of Closing, "AS-IS," "WHERE IS" AND WITH ALL FAULTS, INCLUDING, WITHOUT LIMITATIONS, THE CONDITION OR STABILITY OF THE SOILS OR GROUND, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON OR UNDER THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY CONSTRUCTION OR DEVELOPMENT, ZONING AND SIMILAR MATTERS, SOLELY IN RELIANCE ON PURCHASER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS, AND EVALUATION OF THE SUBJECT PROPERTY. As of the Effective Date, Seller has made no representations or warranties, express or implied, regarding the Subject Property except for those representations and warranties expressly provided elsewhere in this Agreement.

12.4 Other Representations and Warranties. Seller and Purchaser acknowledge and agree, except as may be expressly provided to the contrary elsewhere in this Agreement, neither Party has made any statement, representation, warranty or agreement as to any matter concerning the Subject Property or the suitability thereof for Purchaser's intended uses and that Purchaser has made or will make its own independent inspection and investigation of the Subject Property.

13. Hazardous Materials

13.1 Hazardous Materials Defined. As used in this Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substances, materials, wastes, pollutants or contaminants that are now or hereafter defined, listed, or regulated by any federal, state, or local Environmental Law. As used in this Agreement, the term "Environmental Law" includes any federal, state or local law, regulation or ordinance that requires the removal of Hazardous Materials, regulates the existence or management of Hazardous Materials to address and/or protect against an actual or threat of harm to human health or to the environment. Federal and state Environmental Laws include CERCLA (42 U.S.C. §9601 et seq.), MTCA (Chapter 10.105D RCW), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Hazardous Waste Management Act (Chapter 70.105 RCW), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), and the Water Pollution Control Act (Chapter 90.48 RCW).

13.2 Environmental Inspection and Disclosure. Seller has previously disclosed to Purchaser the location of a historic dump site on the Subject Property which was closed in 1999 in accordance with WAC 173-304. The dump site closure proposal, plans, monitoring schedule, and past inspection reports made by Tacoma-Pierce County Health Department have also been previously disclosed to Purchaser. Purchaser acknowledges its awareness and willingness to assume, from and after Closing, responsibility for operations, management, and monitoring of the dump site and will comply with Tacoma-Pierce County Health Department directives relative to the Subject Property. Further, during the Due Diligence Period, Purchaser may, in accordance with Section 4 above, conduct such environmental inspections and tests of the Subject Property as it deems appropriate to determine the presence of Hazardous Materials in, on, under or about the Subject Property. If, based upon the results of those inspections and tests, Purchaser determines the condition of the Subject Property is unsatisfactory, or if Purchaser believes ownership of the Subject Property would result in undue risk of government intervention or third-party liability, Purchaser may, in its sole and absolute judgment and discretion, terminate this Agreement, in which event the Parties shall have no further rights or remedies against one another under this Agreement except those that expressly survive termination hereof.

13.3 Environmental Release and Indemnity. If, however, based upon the results of any environmental inspections or tests of the Subject Property during the Due Diligence Period, Purchaser determines the condition thereof is acceptable and notwithstanding the disclosure and results of the inspections and tests determines to move forward with the purchase then Purchaser, for itself and its successors and assigns, shall, as of Closing, release, defend, indemnify and hold Seller harmless from any and all known environmental claims and liabilities, of whatever nature arising out of Seller's ownership and operation of the Subject Property that Purchaser may have against Seller including, without limitation, sums paid responding to, defending against and in settlement of environmental claims and liabilities, including claims for response or remedial action costs, attorney fees, consultant fees and expert fees, by reason or on account of, or in connection with, or arising out of or in any way relating to: (a) the

presence or suspected presence of Hazardous Materials in, on, under or about the Subject Property; (b) the migration of Hazardous Materials from or onto the Subject Property; or (c) the violation of any Environmental Law; provided however, that said release and indemnity shall not apply to claims arising out of a release of Hazardous Materials in, on, under or about the Subject Property by Seller that was not disclosed and could not have reasonably become known to Purchaser through the Due Diligence Review process set forth in Section 4 above.

14. Foreign Investment in Real Property Tax Act. If requested by Closing Agent, the Parties agree to comply in all respects with the Foreign Investment in Real Property Tax Act (hereinafter "FIRPTA"), as set forth in Section 1445 of the Internal Revenue Code and the regulations issued thereunder.

15. Conditions Precedent to Closing.

15.1 Seller's Conditions. Seller's obligation to complete the transaction contemplated by this Agreement is subject and conditioned upon satisfaction or waiver of each of the following conditions precedent:

15.1.1 Closing Deliveries. Purchaser's delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Section 17.2 below;

15.1.2 Resolution of Pending Matters. Resolution of the Pending Matters upon terms, covenants and conditions acceptable to Seller in its sole and absolute judgment and discretion; and

15.1.3 Other Conditions. Satisfaction or waiver, on or before the Closing, of all other conditions to Closing for the benefit of Seller as set forth in this Agreement.

15.2 Purchaser's Conditions. Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon satisfaction or waiver of each of the following conditions precedent:

15.2.1 Due Diligence Review. Purchaser's acceptance of the Subject Property as a result of its Due Diligence Review;

15.2.2 Title Policy. Closing Agent's commitment to issue the Title Policy described in Section 9 above;

15.2.3. Resolution of Pending Matters. Resolution of the Pending Matters upon terms, covenants and conditions acceptable to Purchaser in its sole and absolute judgment and discretion;

15.2.4 Closing Deliveries. Seller's delivery to Closing Agent, on or before Closing, of the instruments, documents and monies described in Section 17.1 below; and

15.2.5 Other Conditions. Satisfaction or waiver, on or before Closing of all other conditions to Closing for the benefit of Purchaser as set forth in this Agreement.

15.3 Failure or Waiver of Conditions Precedent. If any of the conditions precedent set forth in this Section 15 are not satisfied or waived by the Party intended to be benefited thereby, this Agreement shall terminate and neither Party shall have any further rights or remedies against the other, except those that expressly survive termination hereof. The foregoing notwithstanding, either Party may, in its or their sole and absolute judgment and discretion, at any time or times on or before the date (and, if indicated, the time) specified for the satisfaction of the condition, waive in writing the benefit of any condition precedent.

16. Closing; Possession. "Closing" means the date upon which the Bargain and Sale Deed is recorded by Closing Agent and the proceeds of sale are legally available for disbursement to Seller. Closing shall take place at the offices of Closing Agent, or at such other place as Seller and Purchaser may mutually agree in writing, within THIRTY (30) calendar days after Purchaser's waiver or satisfaction of the Due Diligence Review, but in no event later than December 29, 2017 (hereinafter "Outside Closing Date"). Seller and Purchaser agree to execute and deliver to Closing Agent such closing escrow instructions as may be necessary to implement and coordinate Closing. Purchaser shall be entitled to possession of the Subject Property at Closing. If this transaction fails to close by the Outside Closing Date, the non-defaulting Party (or in the event the failure to close is not due to the default of a Party, then either Party) may terminate this Agreement by giving written notice of the same to the other Party, and no Party shall have any further rights or remedies against another, except those that expressly survive termination hereof.

17. Closing Deliveries. On or before Closing the following shall be delivered to Closing Agent:

17.1 By Seller. The following, duly executed and acknowledged by Seller: (a) the Bargain and Sale Deed; (b) a Real Estate Excise Tax Affidavit relating to the Bargain and Sale Deed; (c) a FIRPTA nonforeign affidavit (if required by Closing Agent); (d) the Pending Matters Addenda, as applicable; and (e) any and all other instruments, documents and monies required by Closing Agent and/or the Parties before, on or following Closing to consummate the transaction contemplated by this Agreement.

17.2 By Purchaser. The following, duly executed and acknowledged by Purchaser: (a) a Real Estate Excise Tax Affidavit relating to the Bargain and Sale Deed; (b) the Purchase Price and any other funds as may be required in order to close hereunder; (c) the Pending Matters Addenda, as applicable; and (d) any and all other

instruments, documents and monies required by Closing Agent and/or the Parties before, on or following Closing to complete the transaction contemplated by this Agreement.

18. Closing Costs; Prorations.

18.1 Seller's Closing Costs. Seller shall pay: (a) Real Estate Excise Taxes due at Closing; (b) one-half of the Closing Agent's escrow fee; (c) its own attorney fees; and (d) all other costs and expenses allocated to Seller under this Agreement.

18.2 Purchaser's Closing Costs. Purchaser shall pay: (a) the cost of recording the Bargain and Sale Deed; (b) one-half of the Closing Agent's escrow fee; (c) the cost to survey and record the segregation of the Subject Property from Seller's Property; (d) the premium for the Title Policy (d) its own attorney fees; and (e) all other costs and expenses allocated to Purchaser under this Agreement.

18.3 Prorations; Adjustments. Any liens, assessments or charges imposed by law upon the Subject Property shall be prorated as of Closing, with such prorations to be a final settlement between the Parties. Seller and Purchaser agree, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or a compilation of information upon which such prorations or adjustments are to be based, each of them will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller shall receive the benefit of all income and shall pay all expenses of the Subject Property prior to Closing and Purchaser shall receive all income and shall pay all expenses of the Subject Property after Closing. If Purchaser receives any bill or invoice which relates to periods prior to Closing, Purchaser shall refer such bill to Seller and Seller shall pay, promptly upon receipt, such portion of the bill or invoice as relates to the period prior to Closing for which that Seller is responsible. If Seller does not pay such bill in a timely manner, Purchaser may, at its option, pay such bill or invoice and Seller shall become and remain liable to Purchaser for the full amount thereof until paid.

19. Risk of Loss; Change in Condition. Risk of loss of or damage to the Subject Property shall be borne by Seller until Closing and risk of loss of or damage to the Subject Property shall be borne by Purchaser thereafter. In the event of a material loss of or damage to the Subject Property prior to Closing, or in the event of a material adverse change in the condition thereof prior to Closing, Seller shall promptly notify Purchaser in writing. Purchaser may elect in its sole and absolute judgment and discretion, by notice in writing to Seller within TEN (10) calendar days after receipt of Seller's notice or, if Seller does not notify Purchaser, within TEN (10) calendar days after the time Purchaser otherwise has actual notice of the material loss or damage or material adverse change, either to terminate this Agreement or to purchase the Subject Property in the condition existing at Closing. If Purchaser does not give such notice, Purchaser shall be deemed to have elected to proceed with the purchase.

20. Condemnation. If, prior to Closing, all or any portion of the Subject Property is taken by, or made subject to, condemnation, eminent domain or other

governmental acquisition, then Purchaser, in its sole and absolute judgment and discretion, may elect either to: (a) terminate this Agreement by written notice to Seller within FIVE (5) calendar days after Seller's receipt of written notice of such action, whereupon neither Party shall have any further rights or duties under this Agreement except those which expressly survive termination hereof; or (b) agree to close and deduct from the Purchase Price an amount equal to any sum paid to Seller for such governmental acquisition.

21. **Notices.** Notices shall be in writing and sent by either: (a) United States mail, return receipt requested; (b) recognized overnight courier; or (c) facsimile. Notices shall be deemed delivered on the earlier of: (a) three (3) business days after deposit in the United States mail; (b) the delivery date as shown in the delivery records of the overnight courier; or (c) the date of confirmed receipt by the recipient's fax:

To Seller: Tacoma Public Utilities, Real Property Services
Attn: Greg Muller, Real Estate Officer
ABS - 2nd Floor
3628 South 35th Street
Tacoma, WA 98402
Telephone: 253-502-8256
Facsimile: 253-502-8539
Email: gmuller@cityoftacoma.org

To Purchaser: Pierce County Parks & Recreation Services
Attn: Nicole Hill
9112 Lakewood Drive SW, Suite 114
Lakewood, WA 98499
Telephone: 253-798-4252
Facsimile: 253-582-7461

Copy to: Pierce County Prosecuting Attorney/Civil Division
Attn: David H. Prather, Deputy Prosecuting Attorney
955 Tacoma Avenue South, Suite 301
Tacoma, WA 98402-2160
Telephone: 253-798-4168
Facsimile: 253-798-6713

To Closing Agent: Attorney's Title of Washington
(Title & Escrow) Attn: Ellesia Barradale
3906 South 74th Street
Tacoma, WA 98409
Telephone: (253) 284-3848
Facsimile: _____

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

22. Default; Remedies. If Seller or Purchaser do not perform the covenants and obligations contained in this Agreement in good faith or if the representations and warranties contained herein are not all true and accurate, either Party may seek: (a) specific performance of this Agreement and/or damages; or (b) rescission of this Agreement; or (c) all other remedies available at law and equity.

23. Attorney Fees; Venue. The substantially prevailing Party in any action or proceeding between the Parties for the enforcement of this Agreement shall be entitled to recover reasonable costs and attorney fees (including, without limitation, reasonable costs and attorney fees incurred in appellate proceedings, or in any action or participation in, or in connection with, any case or proceeding under the Bankruptcy Code, and expenses for witnesses, including expert witnesses), in addition to all other relief to which it may be entitled. The venue of any action arising out of or relating to this Agreement shall be in the Superior Court of Pierce County, Washington.

24. Negotiation and Construction. This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington.

25. Time. Time is of the essence of this Agreement and of every term and provision hereof.

26. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the Subject Property and supersedes all written or oral agreements or understandings, if any. This Agreement may be modified only in writing signed by all Parties.

27. Date of Performance. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

28. Cost of Performance. Except as otherwise expressly provided in this Agreement, all covenants, agreements and undertakings of a Party shall be performed at sole cost and expense of that Party without a right of reimbursement or contribution from the other Party.

29. Survival of Provisions; Binding Effect. The covenants, representations, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Bargain and Sale Deed. This Agreement shall be binding upon and shall inure to the benefit of the Parties and upon their heirs, successors and assigns.

30. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.


31. **Exhibits.** The following exhibits are attached to this Agreement and by this reference incorporated herein as if fully set forth:

Exhibit A	--	Legal Description of Seller's Property
Exhibit B	--	Graphic Depiction of Subject Property
Exhibit C	--	Bargain and Sale Deed
Exhibit D	--	Pending Matters Addenda


32. **Effective Date.** The "Effective Date" of this Agreement shall be the date upon which Purchaser's County Executive (who shall be the last person to sign) shall have affixed his signature to this Agreement as indicated opposite his name below.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

SELLERS' SIGNATURE PAGE




William A. Gaines, Date
Director of Utilities / CEO



Scott Dewhirst Date
Water Superintendent

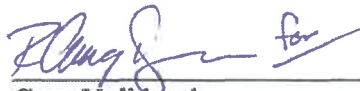
Approved as to form:



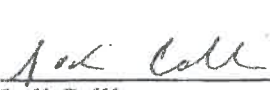
Office of City Attorney Date

City of Tacoma Review

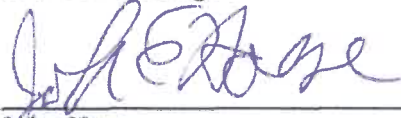
TACOMA WATER



Greg Volkhardt Date
Environmental Programs Manager

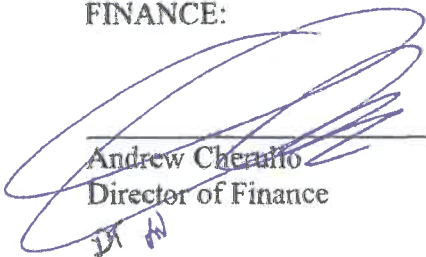


Jodi Collins Date
Financial Manager



John Haase Date
Surveyor

FINANCE:



Andrew Cherullo Date
Director of Finance

EXHIBIT A
(Legal Description of Seller's Property)

Existing Parcel 'A' (0419141000)

The East half of the Southeast quarter and the Southeast quarter of the Northeast quarter, Section 14, Township 19 North, Range 4 East, W. M., Pierce County, Washington.

EXCEPT that portion of said subdivisions deeded to the City of Tacoma under Auditor's File Nos. 334140, 720086 and 792205, records of said County.

ALSO EXCEPT that portion of said East half for 144th Street E deeded to said County under Auditor's File Nos. 2211151 and 2167772, records of said County.

Existing Parcel 'B' (0419132006)

The Southwest quarter of the Northwest quarter, Section 13, Township 19 North, Range 4 East, W.M., Pierce County, Washington.

Existing Parcel 'C' (0419133001)

The Northwest quarter of the Southwest quarter, Section 13, Township 19 North, Range 4 East, W.M., Pierce County, Washington.

EXCEPT that portion of said subdivision deeded to the City of Tacoma under Auditor's File No. 345022, records of said County.

Existing Parcel 'D' (0419141001)

A rectangular tract of land described as follows:

Beginning on the East and West center line of Section 14, Township 19 North, Range 4 East, W.M., at a point on said line 626.0 feet West of the quarter corner on the East line of said Section 14, thence assuming said center line to be a due East and West line, South 683.0 feet, thence West 1250.0 feet, thence North 1850.0 feet, thence East 1250.0 feet, thence South 1167.0 feet to the place of beginning.

Also so much of a strip of land Fifty feet wide as lies within the East half of said Section 14, the location of the longitudinal center line of said strip with reference to said East half of said Section 14, being as follows:

Beginning on the East line of said rectangular tract at a point 258.467 feet North of the intersection of said East line with said East and West center line of Section 14, thence with same meridian of reference as in former description, on a curve to the right having a radius of 637.275 feet and tangent to a course South 80 degrees 51'34" East, a distance of 349.85 feet, thence on a tangent to said curve South 49 degrees 23'20" East, intersecting at a distance of 411.79 feet, the East line of said Section 14 at a point 154.941 feet South of the quarter section corner on said East line.

TOGETHER WITH:

Beginning at a point West 626 feet and South 683.9 feet of the Southeast corner of the NE ¼ of Section 14, T. 19 N., Range 4 East, W.M., thence on Southerly projection of East line of McMillin Reservoir Tract 925 feet, thence West and parallel to South line of said tract 1250 feet; thence North on Southerly projection of the West line of said Tract 925 feet, thence East 1250 feet along the South line of said tract to the point of beginning.

Existing Parcel 'E' (no tax parcel number)

A strip of land fifty feet in width, being twenty-five feet in width on each side of a center line described as follows: Beginning at a point 145 feet south of the Northwest corner of the Southwest quarter of Section 13, Township 19 North, Range 4 East, W.M.; thence Southeasterly to a point 45 feet north of the Southeast corner of the Northwest quarter of the Southwest quarter of said Section.

EXHIBIT B Graphic Depiction of Subject Property

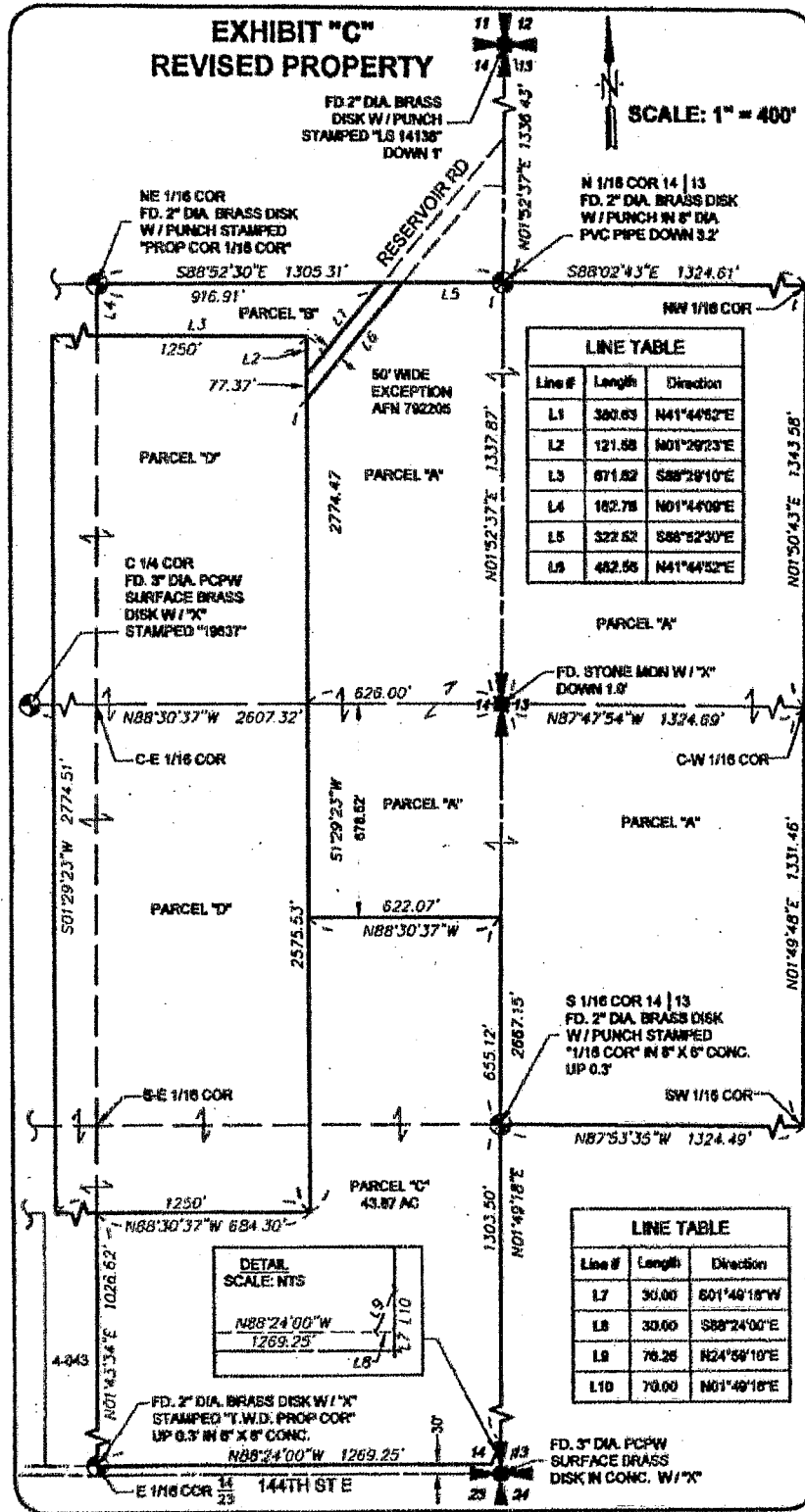


EXHIBIT C
Bargain and Sale Deed
(FORM ONLY -- DO NOT SIGN)

WHEN RECORDED RETURN TO:
Pierce County Parks & Recreation Services
Attn: Nicole Hill
9112 Lakewood Drive SW, Suite 114
Lakewood, WA 98499

WASHINGTON COUNTY AUDITOR/RECORDER
INDEXING FORM

Document Title: BARGAIN AND SALE DEED

Grantors: CITY OF TACOMA, a municipal corporation
and Washington First Class Charter City:

Grantee: PIERCE COUNTY, a municipal corporation and
political subdivision of the state of Washington

Abbreviated Legal: _____

Parcel Number(s): 0419133001, 0419132006 and a portion of 0419141000

BARGAIN AND SALE DEED

GRANTOR, CITY OF TACOMA, a municipal corporation and Washington First Class Charter City acting by and through its Department of Public Utilities, Water Division (d.b.a. Tacoma Water), for and in consideration of TEN DOLLARS (\$10.00) in hand paid, and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, bargains, sells and conveys to GRANTEE, PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, in fee simple absolute, the real property in Pierce County, Washington, legally described in Exhibit A attached hereto and by this reference incorporated herein and subject only to the Permitted Exceptions set forth in Exhibit B attached hereto and by this reference incorporated herein.

Authorized by Tacoma City Council Resolution No. _____ adopted on December _____, 2017, at the request of Public Utility Board Resolution No. U-_____, adopted on November _____, 2017.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 2017.

CITY OF TACOMA

By: _____
Mayor

Attest:

City Clerk

Accepted by Grantee:

By: _____
Printed Name: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this ___ day of _____, 2017, before me personally appeared _____, to me known to be the _____ of the CITY OF TACOMA, a municipal corporation and Washington First Class Charter City, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature
Printed Name: _____
Notary Public in and for the State of Washington
Washington, residing at: _____
My Appointment Expires: _____

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES**

APPROVED:

William A. Gaines
Director of Utilities/CEO

AUTHORIZED:

Scott Dewhirst
Water Superintendent

REVIEWED:

Greg Volkhardt
Environmental Programs Manager

REVIEWED:

John Haase
Surveyor

APPROVED AS TO FORM:

Michael W. Smith
Deputy City Attorney

EXHIBIT A
(Legal Description)

EXHIBIT B
(Permitted Exceptions)

EXHIBIT D
(Pending Matters Addenda)



Pierce County

Parks and Recreation Services

Lakewood Community Center
9112 Lakewood Drive S.W.
Lakewood, Washington 98499-3998
(253) 798-4176 • FAX (253) 582-7461
www.piercecountywa.org/parks

ROXANNE MILES
Director

OK
DUA
12/20/17

RECEIVED

DEC 20 2017

EXECUTIVE OFFICE

Memorandum

To: Bruce Dammeier, Executive
Through: Roxanne Miles, Parks and Recreation Director
From: Nicole Hill, Conservation Futures Program Coordinator
CC: Kimberly Freeman, Resource Stewardship Superintendent
Date: December 8, 2017
Subject: 100-Acre Woods, Conservation Futures Acquisition - documents for signature

Summary

The attached Conservation Futures Purchase and Sale Agreement require your signature.

The acquisition of this property from the City of Tacoma Public Utilities was authorized for funding by the Pierce County Council under Resolution R2015-95, attached. The appraised value of the property is \$3,230,000, however, the City of Tacoma has agreed to sell the property to Pierce County Parks and Recreation for \$2,775,100 (a 14% bargain sale), where Pierce County will pay \$2,220,100 at closing and make a final payment of \$555,000 in the first quarter of 2018.

A Conservation Futures Covenant (see attached) will be recorded on the property in conjunction with the closing.

Background

The Conservation Futures Program was established by the Pierce County Council in 1991 pursuant to RCW 84.34.200-300. The Conservation Futures Program is administered under Pierce County Code 2.96 and 2.97, which provides for the purchase of fee or lesser interests in real property by local units of government, non-profit conservation organizations, local parks districts and Pierce County departments to conserve open space, parks, trails, and habitat lands to the benefit of all Pierce County residents and visitors.

The 2016-17 funded project list was authorized by Council under Resolution R2015-95. The property was identified as a priority purchase in the South Hill Community Plan.

Facts & Finding

CF Project: 100-Acre Woods	Acres: 109+/-
Workday Tag: P-110290	Type of Agreement: Purchase and Sale
Amount: not to exceed \$2,900,000.00 (w/ closing costs)	Category: Payable
	In Current Budget: Yes

Action Requested

Please review, sign and notarize the enclosed documents. Do not put this document in routing. Please notify Nicole Hill at Parks and Recreation when the document needs to be moved to the next signature on the Agreement. This document needs to be fully executed **no later than December 19, 2017.** If you have any questions, contact Nicole at x4252.



RESOLUTION NO. U-10973

1 A RESOLUTION relating to Tacoma Water; declaring utility-owned real
2 property surplus and authorizing the sale to Pierce County
3 Department of Parks and Recreation.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Water
5 Division (d.b.a. "Tacoma Water"), requests the Board declare surplus and
6 approve the negotiated sale of approximately 106 acres, located east of the
7 McMillin Reservoirs at 13004 Reservoir Road E, Puyallup, in Pierce County,
8 Washington ("Property"), to Pierce County Department of Parks and Recreation
9 ("Pierce Co."), and

10 WHEREAS the Property is part of the McMillin Reservoir complex
11 developed in 1912 to store water from the Green River for distribution to the
12 Tacoma Water service area, and

13 WHEREAS the following steps are needed to complete this transaction:

- 14
- 15 1) At its sole expense, Pierce Co. will complete the property segregation
16 process to include preparation of associated easements as needed to
17 reconfigure that portion of Tacoma Water's Tax Parcel No. 0419141000
18 property included in the sale.
 - 19 2) The property sale is expected to close by December 29, 2017. In the
20 interim, Real Property Services will proceed with approval of the
21 Declaration of Surplus and sale, and
22

23 WHEREAS the Department of Public Works Real Property Services
24 section has negotiated the price of \$2,775,100, and

25 WHEREAS Tacoma Water has determined that the Property sought by
26 Pierce Co. is not essential for continued effective utility service and has deemed



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the Property surplus to Tacoma Water's needs pursuant to RCW 35.94.040 and
TMC 1.06.272-.278; Now, Therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

Sec. 1. That it is in the best interests of the City of Tacoma to approve
the negotiated sale in fee of approximately 106 acres of property located east of
the McMillin Reservoirs at 13004 Reservoir Road E, Puyallup, in Pierce County,
Washington, with reservation of identified easements, and as more fully
described in the documents on file with the Clerk of the Board, to the Pierce
County Department of Parks and Recreation.

Sec. 2. That the Property is not essential for continued effective utility
service by Tacoma Water and is properly declared surplus property and excess
to Tacoma Water's needs.

Sec. 3. That in order to complete the transaction, Pierce County will
complete the segregation process to include preparation of associated
easements needed to reconfigure a portion of the property included in the sale,
and Tacoma Water will seek Board and Council approval for a declaration of
surplus property and approval of sale by December 29, 2017.

Sec. 4. That the City Council is requested to hold a public hearing on this
matter pursuant to RCW 35.94.040, and thereafter approve this recommended
sale and authorize the proper officers of the City of Tacoma to execute all

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necessary documents, substantially in the same form as on file with the Clerk
and approved by the City Attorney.

Approved as to form and legality:

[Signature]
Chief Deputy City Attorney

Monique Suedmash
Chair

[Signature]
Secretary

[Signature]
Clerk

Adopted 11-15-17



RESOLUTION NO. 39884

1 A RESOLUTION relating to surplus property; declaring certain real property owned
2 by the Department of Public Utilities, Water Division (d.b.a. "Tacoma
3 Water"), identified as portions of Pierce County Assessor Tax Parcel
4 Nos. 0419132006, 0419133001, and 0419141000, covering approximately
5 106 acres, located east of the McMillin Reservoirs at 13004 Reservoir Road
6 East, Puyallup, in Pierce County, Washington, surplus to the needs of the
7 City; and authorizing the negotiated sale and conveyance of said property to
8 the Pierce County Department of Parks and Recreation for the sum of
9 \$2,775,100.

7 WHEREAS the City of Tacoma, Department of Public Utilities, Water
8 Division (d.b.a. "Tacoma Water"), owns property identified as portions of Pierce
9 County Assessor Tax Parcel Nos. 0419132006, 0419133001, and 0419141000,
10 covering approximately 106 acres located east of the McMillin Reservoirs at
11 13004 Reservoir Road E, Puyallup, in Pierce County, Washington ("Property"), as
12 more fully described in the documents on file in the office of the City Clerk, and
13

14 WHEREAS Tacoma Water has determined the Property is no longer
15 essential for continued effective utility service, and
16

17 WHEREAS the Pierce County Department of Parks and Recreation has
18 offered to purchase the Property for \$2,775,100, which is deemed acceptable by
19 Tacoma Water and the Department of Public Works, Real Property Services
20 Division, and
21

22 WHEREAS the Department of Public Works proceeded with the negotiated
23 disposition process pursuant to Tacoma Municipal Code ("TMC") 1.06.280.F, and
24
25
26



1 WHEREAS, an easement for access will also be granted and Tacoma Water
2 will reserve easements for a waste water pipeline, access road, and a depression
3 for waste water discharge, and
4

5 WHEREAS, on November 15, 2017, by adoption of Public Utility Board
6 Resolution No. U-10973, the Property was declared surplus to Tacoma Water's
7 needs and approved for sale, pending confirmation from the City Council, and
8

9 WHEREAS, on December 5, 2017, pursuant to RCW 35.94.040 and
10 TMC 1.06.280, the City Council conducted a public hearing on the proposed sale of
11 said Property, and

12 WHEREAS, there being no foreseeable need for continued City ownership of
13 the Property, the sale of said Property appears to be in the best interests of the
14 City, pending final approval from the City Council; Now, Therefore,

15 **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:**

16 Section 1. That continued ownership of approximately 106 acres of property
17 identified as portions of Pierce County Assessor Tax Parcel Nos. 0419132006,
18 0419133001, and 0419141000, covering approximately 106 acres of property
19 located east of the McMillin Reservoirs at 13004 Reservoir Road East, Puyallup, in
20 Pierce County, Washington, owned by the City of Tacoma, through its Department
21 of Public Utilities, Water Division, is not essential to the needs of the City and is
22 hereby declared surplus pursuant to RCW 35.22.020 and Article I, Section 1.2, and
23 Article IX of the Tacoma City Charter.
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Section 2. That the proper officers of the City are hereby authorized to execute a deed and all other documents necessary to convey the property to the Pierce County Department of Parks and Recreation, for the amount of \$2,775,100, said deed to be substantially in the form of the deed on file in the office of the City Clerk.

Adopted DEC 19 2017




Mayor

Attest:



City Clerk

Approved as to form:



Chief Deputy City Attorney

Requested by Public Utility Board
Resolution No. U-10973