



PACIFIC CITY COUNCIL MEETING AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

April 27, 2015
Monday

Regular Meeting
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. EXECUTIVE SESSIONS: Potential Litigation per RCW 42.30.110 (1)(i) for 20 minutes**
- 5. AUDIENCE COMMENT**

(Please limit your comments to 3 minutes for items not on the agenda. When recognized by the Mayor, please state your name and address for the official record. It is asked that you do not speak on the same matter twice.)

6. REPORTS

- A. Mayor**
- B. City Administrator**
- C. Court**
- (3) D. Community/Senior/Youth Services (Senior Center March reports attached)**
- E. Public Works Department**
- F. Community Development Department**
- G. Public Safety Department**
- H. City Council Members**
- I. Boards and Committees**
 - i. Finance Committee**
 - ii. Governance Committee**
 - iii. Human Services Committee**
 - iv. Public Safety Committee**
 - v. Public Works Committee**
 - vi. Technology Committee**
 - vii. Park Board**
 - viii. Planning Commission**
 - ix. Pierce County Regional Council (PCRC)**
 - x. Sound Cities Association (SCA)**
 - xi. South County Area Transportation Board (SCATBd)**
 - xii. Valley Regional Fire Association (VRFA)**

7. OLD BUSINESS

- (5) A. **Resolution No. 2015-248:** Seattle / King County Public Health Local Hazardous Waste Management Program Grant Agreement.
- (21) B. **AB 15-059: Discussion: West Valley Highway Speed Limit**
- (25) C. **Resolution No. 2015-249:** Resolution to approve the Human Services Agreement for Auburn Public Health Center.
- (34) D. **Approval of 2015 First Quarter financial reports**

8. NEW BUSINESS

- (42) A. **Resolution No. 2015-250:** Declaring May 2015 as Bicycle Month in the City of Pacific

9. CONSENT AGENDA

- (45) A. Payroll and Voucher Approval
- (51) B. Minutes for the workshop of April 6, 2015, and the meetings of March 9, 2015 and April 13, 2015.
- (70) C. Resolution No. 2015-251: Settlement of a Civil Service Appeal

10. ADJOURN

Finance Committee Garberding, Kave, Walker Meets: 3 rd Tuesdays	May 19, 2015 6:30 p.m.	City Hall
Governance Committee Kave, Oliveira, Putnam	May 5, 2015 6:30 p.m.	City Hall
Human Services Committee Garberding, Oliveira, Steiger Meets 4 th Tuesday	April 28, 2015 6:30 p.m.	Senior Center
Park Board Meets 3 rd Tuesday	May 19, 2015 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	April 28, 2015 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger Meets 2 nd Wednesday	May 13, 2015 6:30 p.m.	City Hall
Public Works Committee Jones, Putnam, Steiger Meets 1 st Wednesday	May 6, 2015 7:00 p.m.	City Hall
Technology Committee Jones, Oliveira, Walker Meets: 3 rd Thursday	May 21, 2014 5:00 p.m.	City Hall

Council may add other items not listed on this agenda unless specific notification period is required.

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

Meeting materials are available on the City's website at: www.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.



For ADA accommodations, please contact City Hall at (253) 929-1105 prior to the meeting.

MONTHLY TOTALS

Date: March	2014	2015
Participation Counts		
Demographics		
Pacific:	525	518
Algona:	90	131
Auburn:	117	110
Other:	145	108
Total Demographics	877	867
Activity		
Stone Soup:	138	138
Senior Nutrition Lunch:	304	328
Trips:	148	114
Transportation:	63	118
Drop-Ins:	142	100
Bread/Pantry:	120	147
Touch of Home/Crafts:	71	39
Cards/Puzzles/Games:	179	219
Volunteer:	178	147
Music/Jam Session:	173	175
Health Care: Hair Cuts, Foot, Exercise:	0	41
S.H.I.B.A.:	0	0
Bus Passes:	2	8
Meals on Wheels	0	1
Information	0	4
Movies and Bingo	0	13
Party: Xmas, New Years, Tea, Pizza	0	5
Fundraiser		0
Total Activities	1549	1597
Unduplicated:	8	25
Volunteer Hours		401.5

Donations

Stone Soup: \$26.00
 Gas for Trips: \$15.00
 Crafts: \$3.00
 Coffee: \$17.90
 General Money Donations: \$4.71
 Fund Raiser: \$145.36

TOUCH OF HOME

Month	Item	Number	Value (\$)	Total for Month	Total Value (\$)
January	Lap robes for Vets	7	\$5		\$35
	2015 Baby blankets	0			0
	Hats	9			0
	Misc.	3	\$5	10	\$15
February	Lap robes for Vets	5	\$5		\$25
	2015 Baby blankets	0			\$0
	Hats	7	\$2		\$14
	Misc.	4	\$5	16	\$20
March	Lap robes for Vets	9	\$5		\$45
	2015 Baby blankets	1	\$5		\$5
	Hats	12	\$2		\$24
	Misc.	2	\$5	24	\$10
April	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
May	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
June	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
July	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
August	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
September	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
October	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
November	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				
December	Lap robes for Vets				
	2015 Baby blankets				
	Hats				
	Misc.				

TOTALS



AGENDA BILL NO. 15-058

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 27, 2015
SUBJECT: Seattle / King County Public Health Local Hazardous Waste Management Program Grant Agreement

ATTACHMENTS:

- Resolution No. 2015-248
- Agreement

Previous Council Review Date: 04/20/15

Summary: The City has applied for and received grants to host 2014/2015 Recycling Collection Events. Seattle / King County Public Health Local Hazardous Waste Management Program has provided a grant to assist with the costs of the program. The proposed resolution would accept the funding for these events.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-248.

Motion for Consideration: Move to approve Resolution No. 2015-248, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE CITY ADMINSTRATOR TO EXECUTE A SEATTLE – KING COUNTY PUBLIC HEALTH CONTRACT FOR THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR 2014 ACTIVITIES IN THE AMOUNT OF SIX THOUSAND SIX HUNDRED NINETEEN DOLLARS AND SIXTEEN CENTS (\$6,619.16).

Budget Impact: None.

Alternatives: The City has previously accepted other grants to operate this program and executed a contract with a vendor to manage the program.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015 - 248

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SEATTLE – KING COUNTY PUBLIC HEALTH CONTRACT FOR THE LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM FOR 2015 ACTIVITIES IN THE AMOUNT OF SIX THOUSAND SIX HUNDRED NINETEEN DOLLARS AND SIXTEEN CENTS (\$6,619.16)

WHEREAS, the Seattle King County Public Health has agreed to reimburse the amount of \$6,619.16 to the City of Pacific for the City's local Hazardous Waste Management Program; and

WHEREAS, the contract on the Local Hazardous Waste Management Program for 2015 Activities specifies the administrative and reimbursement procedures regarding implementation of the activities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the expenditure and appropriation of funds in the total amount of \$6,619.16 which constitutes reimbursement of funds for the implementation of the Local Hazardous Waste Management Program for 2015 Activities. A copy of said contract is attached and incorporated hereto and designated Exhibit "A" and incorporated by reference herein.

Section 2. The Mayor of the City of Pacific is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

Public Health Seattle & King County 	COMMUNITY SERVICES AGREEMENT	PHSKC Agreement # EHS3698
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This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Public Health (PHSKC).

RECIPIENT NAME CITY OF PACIFIC	RECIPIENT FEDERAL TAX ID # 91-6001483
RECIPIENT ADDRESS 100 Third Ave SE Pacific, WA 98047	RECIPIENT CONTACT & EMAIL ADDRESS Jim Morgan jmorgan@ci.pacific.wa.us

PHSKC DIVISION Environmental Health	PROJECT TITLE Local Hazardous Waste Management Program
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AGREEMENT START DATE 1/1/2015	AGREEMENT END DATE 12/31/2015	AGREEMENT MAXIMUM AMOUNT \$6,619.16
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FUNDING DETAILS			
<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>
County – Local Hazardous Waste Management Funding		\$6,619.16	1/1/2015 – 12/31/2015

FUNDING SUMMARY FEDERAL: \$0	COUNTY: \$6,619.16	STATE: \$0	OTHER: \$0
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IS THE RECIPIENT A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? YES NO

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:
Exhibit A – Scope of Work; **Exhibit B** – Budget; **Exhibit C** – Invoice; **Exhibit D** – Certificate of Insurance

In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Recipient shall provide services and comply with the requirements set forth in this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. Furthermore, in addition to agreeing to the terms and conditions provided herein, by signing this Agreement, the Recipient certifies that it has read and understands the Agreement requirements on the PHSKC website (<http://www.kingcounty.gov/health/Agreements>), and agrees to comply with all of the Agreement terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

RECIPIENT SIGNATURE 	PRINTED NAME AND TITLE Richard Gould City Administrator	DATE SIGNED 4/8/2015
PHSKC SIGNATURE	PRINTED NAME AND TITLE Ngozi Oleru, Environmental Health Division Director	DATE SIGNED

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

KING COUNTY TERMS AND CONDITIONS

1. Agreement Term and Termination

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement ; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

- C. The Recipient shall submit its final invoice and all outstanding reports within 90 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.
- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable generally accepted government accounting standards (GAGAS).

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter

into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits. In all other respects, the Recipient shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents.

- C. Except as provided in Section 6 of this Agreement, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

7. Audits

- A. If the Recipient is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit, conducted by the Washington State Auditor, has been completed.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

8. Corrective Action

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

- A. In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, subcontractors and/or others by reason of this Agreement. The Recipient shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such

compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents in its performance or non-performance of its obligations under this Agreement. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall defend, indemnify, and hold harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Agreement. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. Insurance Requirements

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

12. Assignment/Sub-agreements

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County.

Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.G., 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement that relates to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination and Equal Employment Opportunity

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

14. Conflict of Interest

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this

Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

16. Proprietary Rights

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement

unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

22. Notices

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

END OF COUNTY TERMS AND CONDITIONS

**EXHIBIT A
SCOPE OF WORK**

**CITY OF PACIFIC
1/1/2015-12/31/2015**

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and the Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Pacific will organize one citywide household hazardous waste collection and recycling event. At this event the following materials will be collected and recycled: batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Jim Morgan at the City of Pacific, 100 Third Avenue SE, Pacific, at (253) 929-1115, (jmorgan@ci.pacific.wa.us) or his designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. The Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204
Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B

2015 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Pacific
100 Third Avenue SE
Pacific, WA 98047

Component Description	Budget
Household Hazardous Waste Education	
Household Hazardous Waste Collection	\$6,619.16
TOTAL	\$6,619.16

INVOICE

Contract Number: EHS3698

Exhibit: C

Remit to: City of Pacific

100 Third Avenue SE

Pacific WA 98047

Jim Morgan

253-929-1115

jmorgan@ci.pacific.wa.us

Submit signed invoice to:

Paul Shallow

Public Health - Seattle & King County

Local Hazardous Waste Management Program

401 Fifth Ave., Suite 1100

Seattle, WA 98104

206-263-8487

paul.shallow@kingcounty.gov

Invoice for services rendered under this contract for the period of: _____

King County Accounts Payable Information	
Purchase Order #	_____
Supplier Name	_____
Supplier #	_____
Supplier Pay Site	_____
Invoice Date	_____
Invoice #	_____
Amount to be Paid	_____
Note to AP	_____
Print on Remittance	_____
LHW Program name & phone	Paul Shallow 206-263-8487

Expenditure Item	Budget	Current Expenditure	Previous Expenditure	Balance
HHW Education				
HHW Collection	6,619.16			\$6,619.16
TOTAL	6,619.16			\$6,619.16

I, the undersigned, do hereby certify under penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

Signed _____ Date _____ Contract Administrator Approval _____ Date _____

Print Name



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 27, 2015
SUBJECT: Discussion of West Valley Highway Speed Limit

ATTACHMENTS:

- Ordinance No. 2013 - 1854
 - Resolution No. 2014 - 215
-

Summary: The City Council lowered the speed limit on West Valley Highway from 40 MPH to 25 MPH December 13, 2013 via Ordinance No. 2013-1854.

In accordance with the Revised Code of Washington (RCW 46.61.415), local authorities have authority to establish or alter speed limits within their respective jurisdictions. Speed limit changes contemplated by local authorities under this statute require an engineering and traffic investigation for all streets classified as arterials. West Valley Highway is classified as an arterial street and as such requires an engineering and traffic investigation to validate altering the speed limit.

Non-arterial street speed limit changes may be made when the local jurisdiction has established procedures in place. The City Council established and approved procedures to follow when contemplating altering speed limits for both arterial and non-arterial roads. These procedures were adopted November 24, 2014 via Resolution 2014-215.

Discussion: The issue before City Council is setting the speed limit on West Valley Highway action in conformance with State statute and City procedures.

Alternatives: 1) No further study and reset speed limit along West Valley Highway to 40 MPH from 25 MPH in order to conform to State statute.
2) Conduct traffic and engineering analysis to establish the speed limit on West Valley Highway in conformance with State statute and City procedures.

Recommendation/Action: Staff recommends Alternative No. 2.

Budget Impact: Costs for a consultant led engineering and traffic analysis will range between \$6,000 and \$15,000 for this road segment.

CITY OF PACIFIC
WASHINGTON

ORDINANCE NO. 1854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, TEMPORARILY REDUCING THE MAXIMUM SPEED ON WEST VALLEY HIGHWAY BETWEEN THE NORTHERLY CITY LIMITS NEAR 56th PLACE SOUTH (WEST HILL DOWNGRADE) AND 8th STREET EAST FROM 40 MPH TO 25 MPH

WHEREAS, the City Council has previously adopted PMC Chapter 10.32 and established maximum speed limits on City Streets; and

WHEREAS, Pacific is studying and preparing design documents for the West Valley Highway Corridor between the Northerly City Limits near 56th Place South (West Hill Downgrade) and 8th Street East; and

WHEREAS, it is determined that, in the interest of public safety, the speed limit on West Valley Highway between the Northerly City Limits near 56th Place South (West Hill Downgrade) and 8th Street East should be reduced from 40 mph to __ mph until the studies and preliminary design are complete;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES ORDAIN AS FOLLOWS:

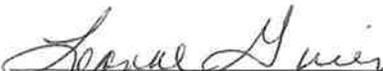
Section 1. Setting Maximum Speed Limit. The maximum speed limit on West Valley Highway between the Northerly City Limits near 56th Place South (West Hill Downgrade) And 8th Street East is set at 25 miles per hour.

Section 2. Effective Date and Publication. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall be in effect five days after publication.

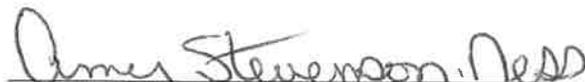
Section 3. Sunset Date. This Ordinance will remain in effect for the duration of the studies and design of the West Valley Improvements. At the completion of the studies and design work for said project, this Ordinance will reevaluated and extended, terminated, or modified as Council determines based on the findings of the studies.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 9th DAY OF DECEMBER 2013.

CITY OF PACIFIC


LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:


AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:


KEN LUCE, CITY ATTORNEY

**CITY OF PACIFIC, WASHINGTON
RESOLUTION NO. 2014-215**

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON,
RELATING TO TRAFFIC REGULATION, ESTABLISHING
SPEED LIMIT ALTERATION PROCEDURES.**

WHEREAS, the Revised Code of Washington (RCW) 46.61.415 grants local authorities permission to set reasonable and safe maximum and minimum speed limits on streets within their respective jurisdiction; and

WHEREAS, this statute provides that the alteration of speed limits upward or downward within the City shall be determined on the basis of an engineering and traffic analysis for arterial classified streets; and

WHEREAS, the alteration of speed limits upward for non-arterial classified streets shall be determined on the basis of an engineering and traffic analysis; and

WHEREAS, the alteration of speed limits downward for non-arterial classified streets does not need to be determined by an engineering and traffic analysis when the City has developed procedures in place; and

WHEREAS, the City desires to develop procedures to alter speed limits for its streets based on the above; and

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AS FOLLOWS:**

Section 1. The following procedures are established by the City Council for the alteration of speed limits on City streets:

- A. A request is made to alter the speed limit.
- B. The Public Works Department, through either the Public Works Manager or City Engineer, will initiate an engineering and traffic investigation.
- C. A qualified traffic engineering firm will be selected to conduct the engineering and traffic investigation for all arterial streets and increased speed limit requests. Elements of the investigation will include:
 - a. Data collection to determine the speed at which 85th percentile of vehicles drive
 - b. Accident history review
 - c. Land use classifications (residential, commercial, mixed use, etc.)
 - d. Non-motorized (bicyclists and pedestrian) activities and amenities
 - e. Road characteristics (lane width, pavement markings, sight lines, etc.)
 - f. Parking
- D. Investigations for requests to alter the speed limit downward on non-arterial streets will be undertaken by Public Works Manager or City Engineer in conformance with the manual on uniform traffic control devices standards, local road knowledge and sound traffic engineering principles.

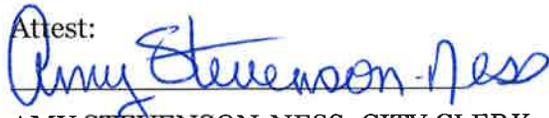
- E. A report will be generated that documents the findings of the investigation.
- F. Public Works staff will present the findings to the Public Works Committee (PWC).
- G. For those speed limit alteration recommendations not endorsed by the PWC, a report will be made at the next scheduled City Council meeting explaining the issue and rationale for denial. Public Works staff will report to the original speed limit alteration requestor the PWC's decision and rationale for denial. There is no administrative appeal of this decision.
- H. For the speed limit alteration recommendations affirmed by PWC, Public Works staff will schedule a public hearing before the City Council through the City Clerk, prepare an agenda bill, ordinance and supporting documentation required to facilitate the discussion and potential legislative action.
- I. At the scheduled public hearing, public testimony will be heard regarding the proposed speed limit alteration. Upon closure of the public hearing, City Council will deliberate and take legislative action. There is no administrative appeal of this decision.
- J. Public Works staff will implement all speed limit alterations approved by City Council by posting a sign with the new speed limit on the affected street(s) so that the new speed limit may be enforced, and inform the original requestor of all speed limited alterations not approved.

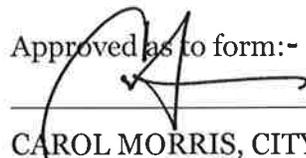
Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

APPROVED BY THE CITY COUNCIL ON November 24, 2014.



 JOHN JONES, MAYOR PRO TEM

Attest:

 AMY STEVENSON-NESS, CITY CLERK

Approved as to form:-


 CAROL MORRIS, CITY ATTORNEY

Filed with the City Clerk:
 Passed by the City Council:
 Date Posted:



TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, City Administrator
MEETING DATE: April 27, 2015
SUBJECT: Resolution to approve the Human Services Agreement for Auburn Public Health Center.

ATTACHMENTS:

- Resolution No. 2015-249
- Proposed Human Services Agreement for Auburn Public Health Center.

Previous Council Review Date:

Summary: King County experienced a significant budget deficit for the 2015-2016 biennium and was contemplating the closure of the Auburn Public Health Center. The City Council of Pacific desires to provide funding for King County to maintain its existing operations at the Auburn Public Health Center and its satellites;

Recommendation/Action: Staff recommends the Council move this item forward to the April 27, 2015, regular meeting for approval.

Motion for Consideration: I move to approve Resolution No. 2015-249 allowing the Mayor to execute the Human Services Agreement between the City of Pacific and Public Health – Seattle & King County, providing a funding amount lump sum total of \$10,000 in support of keeping the Auburn Public Health Center open for 2015 and 2016.

Budget Impact: \$10,000.

Alternatives:

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2015-249**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE
HUMAN SERVICES AGREEMENT BETWEEN THE CITY OF PACIFIC
AND PUBLIC HEALTH – SEATTLE & KING COUNTY.**

WHEREAS King County experienced a significant budget deficit for the 2015-2016 biennium and was contemplating the closure of the Auburn Public Health Center;

WHEREAS the city of Pacific desires to provide funding for King County to maintain its existing operations at the Auburn Public Health Center and its satellites; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. Authorize the Mayor to execute the new Human Services Agreement between the City of Pacific and Public Health – Seattle & King County to provide \$10,000 in a lump sum payment to support the Auburn Public Health Center for 2015 and 2016.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

**PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING
THEREOF ON April 27, 2015.**

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**HUMAN SERVICES AGREEMENT
FOR
AUBURN PUBLIC HEALTH CENTER**

This Human Services Agreement ("Agreement") is made between the City of Pacific, a Washington municipal corporation ("City"), and Public Health – Seattle & King County, a local government ("County"). The City and County (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<p>Public Health – Seattle & King County</p> <p>Jerry DeGriek 401 5th Avenue, Suite 1000 Seattle, WA 98104</p> <p>(206) 263-1330 Jerry.degriek@kingcounty.gov</p>	<p>City of Pacific:</p> <p>Leanne Guier, Mayor 100 3rd Avenue SE Pacific, WA 98047</p> <p>(253) 929-1108 lguier@ci.pacific.wa.us</p>
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WHEREAS King County experienced a significant budget deficit for the 2015-2016 biennium and was contemplating the closure of the Auburn Public Health Center;

WHEREAS the city of Pacific desires to provide funding for King County to maintain its existing operations at the Auburn Public Health Center and its satellites;

The Parties agree as follows:

1. TERM. The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2015 and terminating on December 31, 2015 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the County.

2. SERVICES. The County shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), performed in a satisfactory manner. The County warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. A list of services offered at the facility shall be available for inspection by the City, but the making (or failure or delay in making) such inspection shall not relieve County of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth above. The City may terminate this Agreement immediately if the County fails to maintain required insurance, breaches confidentiality, or materially violates Section 12, and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the County \$10,000 paid out in lump sum upon execution of the agreement as delineated in Exhibit "B", attached hereto and incorporated by this reference and as further set forth in section 4.2 below. The County shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction resulting from this Agreement.

4.2 Method of Payment. Upon execution County will submit an invoice and the city will pay within 45 days.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 County Indemnification. The County represents to the City that the County has competent, trained staff and where necessary, professional staff to render the services to be performed under this Agreement. The County agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, actions and liabilities (including costs, expenses and all reasonable attorneys' fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the Agreement to the extent caused by the negligent acts, willful misconduct, errors or omissions of the County, its partners, shareholders, agents, employees, or by the County's breach of this Agreement.

5.2 Industrial Insurance Act Waiver. The County waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The County's indemnification shall not be limited in any way by any limitation of the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

5.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. INSURANCE. The County agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the County, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1. Self-Insurance Program. King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "County", maintains a fully funded Self-Insurance program as defined in King County Code 2.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property.

The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

6.2. No Limit of Liability. City's acknowledgement of County's fully funded self-insurance program shall not be construed to limit the liability of the County to the coverage provided by such program, or otherwise limit the City's recourse to any remedy available at law or in equity. The County's self-insurance program shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the County's insurance and shall not contribute with it.

6.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. BOOKS AND RECORDS. The County agrees to maintain books, records, and documents which sufficiently and properly support costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be maintained for a period of six (6) years after the termination of this Agreement and may be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

10. INDEPENDENT AGENCY. The Parties intend that the County shall be an independent Agency and that the County has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay County sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. County shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the Services and work and shall utilize all protection necessary for that purpose. All

work shall be done at County's own risk, and County shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The County shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the County, shall not be deemed to convert this Agreement to an employment contract.

11. CONFLICT OF INTEREST. County confirms that County does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the County's selection, negotiation, drafting, signing, administration, or evaluating the County's performance.

12. EQUAL OPPORTUNITY EMPLOYER. In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by County or its subcontractors of any level, or any of those entities' employees, agents, sub-agencies, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. County shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

13. GENERAL PROVISIONS.

13.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.2 Assignment and Beneficiaries. Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

13.3 Compliance with Laws. The County shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

13.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the County's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements

contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Execution. Each individual executing this Agreement on behalf of the City and County represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

13.6 Contract Amendments. Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

13.7 No Third Party Beneficiaries. Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

[Signature page follows]

IN WITNESS, the Parties execute this Agreement below, effective the last date written below.

CITY OF PACIFIC

ATTEST:

LEANNE GUIER, MAYOR

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

DATE: _____

CAROL MORRIS, CITY ATTORNEY

Public Health – Seattle & King County

By: _____

Printed Name: _____

Title: _____

DATE: _____

EXHIBIT “A”

SERVICES

Project Summary

The County shall maintain existing operations at the Auburn Public Health Center and its satellites and will use the funds to provide uncompensated care. The County shall ensure that services provided with funding under this Agreement are made available to Pacific residents. The services provided at Auburn Public Health Center include:

- Maternity Support Services (MSS) and Infant Case Management (ICM)
- Special Supplemental Nutrition Program for Women, Infant and Children (WIC)
- Family Planning and Health Education

Public Health’s Community Health Services (CHS) Division operates the Public Health Centers and CHS will continue to focus on improving productivity and achieving visit targets at all of the Public Health Centers.

The King County adopted budget for the 2015-2016 biennium contains funding to maintain the Auburn Public Health Center and its satellites through December 31, 2016.

Public Health staff will be available to present information to the Pacific City Council at a mutually agreeable time.

A. Project Files

The County shall maintain files for this project containing the following items:

1. A copy of this Agreement and any amendments.
2. Copies of all invoices and reports submitted to the City for this project.

B. Reports and Reporting Schedule

The County shall collect and report performance data to the City quarterly and annually on the total number visits by program and zip code delivered by the Auburn Public Health Center and its satellites.

EXHIBIT “B”

COMPENSATION

Project Budget

The City shall provide the following funds as consideration to complete the Scope of Work. The total amount of reimbursement pursuant to this Agreement shall be fixed at \$10,000 paid out in a lump sum upon execution of this agreement.

The County shall submit a **Reimbursement Request** in the format requested by the City.



Agenda Bill No. 15-061

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, City Administrator

MEETING DATE: April 27, 2015

SUBJECT: Motion to approve the 2015 First Quarter financial reports

ATTACHMENTS: 2015 First Quarter Financial Reports, which include two cash flow reports (one with beginning balances and one without) and the First Quarter Summary Financial Report. Also included is a narrative for the quarterly report.

Previous Council Review Date: Finance Committee Meeting on April 21, 2015

Summary: The Finance Committee met with staff on Tuesday, April 21st to discuss the 2015 first quarter financial reports. Staff has reviewed these reports with the Mayor and City Administrator during the weeks prior to the Finance Committee and City Council.

Recommendation/Action: Staff recommends that the City Council approve the 2015 first quarter financial reports.

Motion for Consideration: I move to approve the 2015 First Quarter Financial Reports as reviewed by the Finance Committee and staff.

Budget Impact: N/A

Alternatives: N/A

2015 First Quarter Financial Reports

Enclosed are the fund reports as of March 31st (year to date) 2015.

Staff is presenting the summary reports for the City Council's review. The line item reports are in greater detail and reviewed by the Mayor and City Administrator. Then they are distributed to the department heads to review with the City Administrator and Mayor once again over each area of control. The Finance Committee will review these reports at the Committee meeting on April 21st to approve them to go to the Council for review and a motion to approve (April 27th 2015).

The first quarter is usually not indicative of the budget due to the cyclical nature of many revenues and expenditures, such as property tax revenue and the liability insurance annual payment. That is why the City of Pacific's cash position decreased by \$22,815.45 in the first quarter of 2015. The only significant exceptions are the major street projects for Stewart and Valentine which are still ongoing. This has an impact on the overall report of making everything look under budget. However this will balance out as the year and projects move to completion. The table on the next page shows the increases and decreases in the individual funds. The significant ones are highlighted in yellow and discussed in the following paragraph.

- The General Fund (001) is down due to the annual payment of the liability insurance (\$227K) and the cyclical nature of the property tax revenue.
- The Stewart/Thornton Avenue Road Project (310) Fund is down, due to the activity on the project and is as expected.
- The Sewer (402) fund shows an increase of \$73K due to lower than expected expenses which is caused by the King County Metro monthly expense running a month behind (\$107K).
- The Water Capital Improvement Fund (406) is down by \$181K due to the Stewart Road Watermain upgrades (\$154K).

These numbers surpass 2014's first quarter reports by \$100,000 (less decrease in cash).

Please feel free to contact me to discuss any matters with this report.

Richard A. Gould
City Administrator

Fund Cash change:

Fund		2014	2015	Net Gain (loss)
001	General Fund	\$ 1,633,986.48	\$ 1,533,923.68	\$ (100,062.80)
098	General Fund Equipment Reserve	\$ 47,532.44	\$ 76,288.46	\$ 28,756.02
099	General Fund Cumulative Reserve	\$ 134,958.15	\$ 134,971.70	\$ 13.55
101	Street Fund	\$ 80,929.77	\$ 130,677.22	\$ 49,747.45
107	Tourism Fund	\$ 93,860.51	\$ 96,345.53	\$ 2,485.02
206	LID 3 Redemption Fund	\$ -	\$ 3,350.49	\$ 3,350.49
207	LID 3 Reserve Fund	\$ -	\$ -	\$ -
208	2000 Fire GO Bond Fund	\$ -	\$ -	\$ -
300	Municipal Capital Improvements Fund	\$ 830,733.61	\$ 830,818.98	\$ 85.37
301	Roads Capital Improvements	\$ 254,458.59	\$ 246,876.37	\$ (7,582.22)
305	Parks Capital Improvement Fund	\$ 111,469.75	\$ 121,214.50	\$ 9,744.75
308	Valentine Road Project Fund	\$ 191,875.51	\$ 208,836.14	\$ 16,960.63
309	West Valley Highway Capital Imp	\$ -	\$ 31,545.80	\$ 31,545.80
310	Stewart/Thornton Ave Rd Project	\$ 590,859.34	\$ 519,199.90	\$ (71,659.44)
333	Fire Capital Improvement	\$ 69,740.23	\$ 70,733.30	\$ 993.07
401	Water Fund	\$ 684,813.12	\$ 667,732.02	\$ (17,081.10)
402	Sewer Fund	\$ 112,857.50	\$ 186,104.64	\$ 73,247.14
403	Garbage Fund	\$ 274,555.70	\$ 274,583.28	\$ 27.58
406	Water Capital Improvement Fund	\$ 732,769.00	\$ 551,490.08	\$ (181,278.92)
408	Sewer Cumulative Fund	\$ 522,334.77	\$ 545,137.25	\$ 22,802.48
409	Stormwater Fund	\$ 608,485.70	\$ 659,716.89	\$ 51,231.19
410	Stormwater Facility Fund	\$ 89,372.06	\$ 102,750.91	\$ 13,378.85
411	Pierce County Water Area Fund	\$ 164,317.20	\$ 159,333.52	\$ (4,983.68)
499	Utilities Equipment Reserve Fund	\$ 164,458.32	\$ 226,975.96	\$ 62,517.64
601	Customer Deposits Fund	\$ 5,159.91	\$ 5,159.91	\$ -
630	Developer Deposits Fund	\$ 54,370.78	\$ 47,395.78	\$ (6,975.00)
640	Algona Court Fund	\$ 4,151.47	\$ 4,072.15	\$ (79.32)
		\$ 7,458,049.91	\$ 7,435,234.46	\$ (22,815.45)

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REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	277,673.59	405,589.70	252,860.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	936,124.13	4,093,039.01	23%
098 General Fund Equipment Reserve	9,584.91	9,585.08	9,586.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,756.02	115,000.00	25%
099 General Fund Cumulative Reserv	4.46	3.97	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.55	400.00	3%
101 Street	25,591.38	67,972.21	28,924.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122,487.91	385,100.00	32%
107 Tourism	868.39	905.55	711.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,485.02	7,700.00	32%
206 LID 3 Redemption	0.00	0.00	3,849.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,849.33	0.00	0%
300 Municipal Capital Improvements	27.45	24.83	33.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.37	1,700.00	5%
301 Roads Capital Improvements	2,212.18	7.70	10.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,229.91	135,672.71	2%
305 Parks Capital Improvement	12,588.65	51.07	66.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,706.22	19,650.00	65%
308 Valentine Road Project	10,005.99	10,006.19	10,008.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,020.59	6,221,500.00	0%
309 West Valley	26,392.04	4,167.32	4,167.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,726.75	230,000.00	15%
310 Stewart/Thornton Ave Rd Projec	19.53	16.34	262,641.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	262,676.96	1,782,000.00	15%
333 Fire Capital Improvement	988.30	2.08	2.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	993.07	10,500.00	9%
401 Water	73,577.25	83,400.80	65,022.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	222,000.11	1,111,850.00	20%
402 Sewer	145,405.73	164,983.15	170,881.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	481,270.86	2,209,000.00	22%
403 Garbage	9.07	8.09	10.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.58	19,500.00	0%
406 Water Capital Improvement	10,085.09	78.84	82.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,246.49	3,185,500.00	0%
408 Sewer Cumulative Fund	10,267.26	6,265.42	6,269.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,802.48	93,250.00	24%
409 Storm	61,830.96	52,493.14	84,699.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199,023.48	1,449,020.00	14%
410 Stormwater Facility Fund	5,069.62	4,169.33	4,170.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,409.05	57,500.00	23%
411 Pierce County Water Area	5.43	4.79	6.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.33	25,300.00	0%
499 Utilities Equipment Reserve	20,838.78	20,838.49	20,840.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,517.64	250,200.00	25%
630 Developer/Senior/Youth/Hydrant E	250.00	500.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	17,900.00	8%
640 Algona Court	18,579.24	15,954.91	18,297.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,831.36	187,000.00	28%
	711,875.30	847,029.00	943,895.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,502,800.21	21,608,281.72	12%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	430,841.85	315,246.41	290,098.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,036,186.93	4,088,158.31	25%
098 General Fund Equipment Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152,500.00	0%
101 Street	30,389.09	23,097.90	19,253.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,740.46	373,752.42	19%
107 Tourism	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0%
206 LID 3 Redemption	498.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	498.84	0.00	0%
301 Roads Capital Improvements	0.00	0.00	9,812.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,812.13	186,500.00	5%
305 Parks Capital Improvement	3,372.09	0.00	-410.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,961.47	7,622.07	39%
308 Valentine Road Project	0.00	6,989.68	6,070.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,059.96	6,185,000.00	0%
309 West Valley	0.00	3,180.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,180.95	215,000.00	1%
310 Stewart/Thornton Ave Rd Projec	35,613.58	129,299.88	169,422.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	334,336.40	2,225,000.00	15%
401 Water	93,666.86	71,442.14	73,972.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239,081.21	1,106,094.37	22%
402 Sewer	65,151.57	165,338.58	177,533.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	408,023.72	2,134,218.37	19%
403 Garbage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,600.00	0%
406 Water Capital Improvement	24,290.70	55,307.71	111,927.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	191,525.41	3,034,471.10	6%
408 Sewer Cumulative Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	309,250.00	0%
409 Storm	51,388.69	41,711.05	54,692.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147,792.29	1,433,513.04	10%
410 Stormwater Facility Fund	0.00	30.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.20	56,500.00	0%
411 Pierce County Water Area	1,666.67	1,666.67	1,666.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.01	20,000.00	25%
499 Utilities Equipment Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0%
630 Developer/Senior/Youth/Hydrant E	6,000.00	2,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,475.00	3,565.00	238%

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EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
640 Algona Court	18,100.47	16,389.99	18,420.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,910.68	187,000.00	28%
	760,980.41	832,176.16	932,459.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,525,615.66	21,852,244.68	12%
FUND GAIN/LOSS:	-49,105.11	14,852.84	11,436.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-22,815.45		
FUND NET POSITION:	-49,105.11	-34,252.27	-22,815.45	-22,815.45	-22,815.45	-22,815.45	-22,815.45	-22,815.45	-22,815.45	-22,815.45	-22,815.45	-22,815.45			

City Of Pacific Cash Flow Statement-First Quarter-20

City Of Pacific
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REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	1,911,660.07	405,589.70	252,860.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,570,110.61	5,671,817.11	45%
098 General Fund Equipment Reserve	57,117.35	9,585.08	9,586.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,288.46	156,196.00	49%
099 General Fund Cumulative Reserv	134,962.61	3.97	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134,971.70	135,400.00	100%
101 Street	106,521.15	67,972.21	28,924.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	203,417.68	466,760.00	44%
107 Tourism	94,728.90	905.55	711.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96,345.53	96,700.00	100%
206 LID 3 Redemption	0.00	0.00	3,849.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,849.33	0.00	0%
300 Municipal Capital Improvements	830,761.06	24.83	33.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	830,818.98	786,700.00	106%
301 Roads Capital Improvements	256,670.77	7.70	10.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	256,688.50	244,583.62	105%
305 Parks Capital Improvement	124,058.40	51.07	66.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124,175.97	119,650.00	104%
308 Valentine Road Project	201,881.50	10,006.19	10,008.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	221,896.10	6,521,500.00	3%
309 West Valley	26,392.04	4,167.32	4,167.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,726.75	230,000.00	15%
310 Stewart/Thornton Ave Rd Projec	590,878.87	16.34	262,641.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	853,536.30	2,257,000.00	38%
333 Fire Capital Improvement	70,728.53	2.08	2.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,733.30	82,263.77	86%
401 Water	758,390.37	83,400.80	65,022.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	906,813.23	1,724,712.04	53%
402 Sewer	258,263.23	164,983.15	170,881.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	594,128.36	2,380,963.58	25%
403 Garbage	274,564.77	8.09	10.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	274,583.28	291,280.76	94%
406 Water Capital Improvement	742,854.09	78.84	82.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	743,015.49	3,973,849.03	19%
408 Sewer Cumulative Fund	532,602.03	6,265.42	6,269.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	545,137.25	618,250.00	88%
409 Storm	670,316.66	52,493.14	84,699.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	807,509.18	2,074,020.00	39%
410 Stormwater Facility Fund	94,441.68	4,169.33	4,170.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102,781.11	157,183.40	65%
411 Pierce County Water Area	164,322.63	4.79	6.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	164,333.53	188,300.00	87%
499 Utilities Equipment Reserve	185,297.10	20,838.49	20,840.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226,975.96	255,200.00	89%
601 Customer Deposits	5,159.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,159.91	5,160.00	100%
630 Developer/Senior/Youth/Hydrant L	54,620.78	500.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55,870.78	73,900.00	76%
640 Algona Court	22,730.71	15,954.91	18,297.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,982.83	196,500.00	29%
	8,169,925.21	847,029.00	943,895.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,960,850.12	28,707,889.31	35%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	430,841.85	315,246.41	290,098.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,036,186.93	4,088,158.31	25%
098 General Fund Equipment Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152,500.00	0%
101 Street	30,389.09	23,097.90	19,253.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,740.46	373,752.42	19%
107 Tourism	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0%
206 LID 3 Redemption	498.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	498.84	0.00	0%
301 Roads Capital Improvements	0.00	0.00	9,812.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,812.13	186,500.00	5%
305 Parks Capital Improvement	3,372.09	0.00	-410.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,961.47	7,622.07	39%
308 Valentine Road Project	0.00	6,989.68	6,070.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,059.96	6,185,000.00	0%
309 West Valley	0.00	3,180.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,180.95	215,000.00	1%
310 Stewart/Thornton Ave Rd Projec	35,613.58	129,299.88	169,422.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	334,336.40	2,225,000.00	15%
401 Water	93,666.86	71,442.14	73,972.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239,081.21	1,106,094.37	22%
402 Sewer	65,151.57	165,338.58	177,533.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	408,023.72	2,134,218.37	19%
403 Garbage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,600.00	0%
406 Water Capital Improvement	24,290.70	55,307.71	111,927.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	191,525.41	3,034,471.10	6%
408 Sewer Cumulative Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	309,250.00	0%
409 Storm	51,388.69	41,711.05	54,692.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147,792.29	1,433,513.04	10%
410 Stormwater Facility Fund	0.00	30.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.20	56,500.00	0%
411 Pierce County Water Area	1,666.67	1,666.67	1,666.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.01	20,000.00	25%
499 Utilities Equipment Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125,000.00	0%

City Of Pacific Cash Flow Statement-First Quarter-20

City Of Pacific
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January To March

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EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
630 Developer/Senior/Youth/Hydrant L	6,000.00	2,475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,475.00	3,565.00	238%
640 Algona Court	18,100.47	16,389.99	18,420.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,910.68	187,000.00	28%
	760,980.41	832,176.16	932,459.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,525,615.66	21,852,244.68	12%
FUND GAIN/LOSS:	7,408,944.80	14,852.84	11,436.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,435,234.46		
FUND NET POSITION:	7,408,944.80	7,423,797.64	7,435,234.46	7,435,234.46	7,435,234.46	7,435,234.46	7,435,234.46	7,435,234.46	7,435,234.46	7,435,234.46	7,435,234.46	7,435,234.46			

City of Pacific First Quarter Financial Reports Summary-2015

City Of Pacific
MCA# #: 0423

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	5,671,817.11	2,570,110.61	45.3%	4,088,158.31	1,036,186.93	25.3%
098 General Fund Equipment Reserve	156,196.00	76,288.46	48.8%	152,500.00	0.00	0.0%
099 General Fund Cumulative Reserv	135,400.00	134,971.70	99.7%	0.00	0.00	0.0%
101 Street	466,760.00	203,417.68	43.6%	373,752.42	72,740.46	19.5%
107 Tourism	96,700.00	96,345.53	99.6%	1,500.00	0.00	0.0%
206 LID 3 Redemption	0.00	3,849.33	0.0%	0.00	498.84	0.0%
207 LID 3 Reserve	0.00	0.00	0.0%	0.00	0.00	0.0%
208 2000 Fire GO Bond	0.00	0.00	0.0%	0.00	0.00	0.0%
300 Municipal Capital Improvements	786,700.00	830,818.98	105.6%	0.00	0.00	0.0%
301 Roads Capital Improvements	244,583.62	256,688.50	104.9%	186,500.00	9,812.13	5.3%
305 Parks Capital Improvement	119,650.00	124,175.97	103.8%	7,622.07	2,961.47	38.9%
308 Valentine Road Project	6,521,500.00	221,896.10	3.4%	6,185,000.00	13,059.96	0.2%
309 West Valley	230,000.00	34,726.75	15.1%	215,000.00	3,180.95	1.5%
310 Stewart/Thornton Ave Rd Projec	2,257,000.00	853,536.30	37.8%	2,225,000.00	334,336.40	15.0%
333 Fire Capital Improvement	82,263.77	70,733.30	86.0%	0.00	0.00	0.0%
401 Water	1,724,712.04	906,813.23	52.6%	1,106,094.37	239,081.21	21.6%
402 Sewer	2,380,963.58	594,128.36	25.0%	2,134,218.37	408,023.72	19.1%
403 Garbage	291,280.76	274,583.28	94.3%	7,600.00	0.00	0.0%
406 Water Capital Improvement	3,973,849.03	743,015.49	18.7%	3,034,471.10	191,525.41	6.3%
408 Sewer Cumulative Fund	618,250.00	545,137.25	88.2%	309,250.00	0.00	0.0%
409 Storm	2,074,020.00	807,509.18	38.9%	1,433,513.04	147,792.29	10.3%
410 Stormwater Facility Fund	157,183.40	102,781.11	65.4%	56,500.00	30.20	0.1%
411 Pierce County Water Area	188,300.00	164,333.53	87.3%	20,000.00	5,000.01	25.0%
499 Utilities Equipment Reserve	255,200.00	226,975.96	88.9%	125,000.00	0.00	0.0%
601 Customer Deposits	5,160.00	5,159.91	100.0%	0.00	0.00	0.0%
630 Developer/Senior/Youth/Hydrant	73,900.00	55,870.78	75.6%	3,565.00	8,475.00	237.7%
640 Algona Court	196,500.00	56,982.83	29.0%	187,000.00	52,910.68	28.3%
	<u>28,707,889.31</u>	<u>9,960,850.12</u>	<u>34.7%</u>	<u>21,852,244.68</u>	<u>2,525,615.66</u>	<u>11.6%</u>



Agenda Bill No. 15-066

TO: Mayor Guier and City Council Members
FROM: Mayor Pro Tem Putnam
MEETING DATE: April 27, 2015
SUBJECT: Declaring the month of May 2015 as Bicycle Month

ATTACHMENTS: Resolution No. 2015-250

Previous Council Review Date: N/A

Summary: A resolution of the City Council declaring May 2015 as Bicycle Month in the City of Pacific.

Recommendation/Action: Approve the resolution declaring May 2015 as Bicycle Month in the City of Pacific

Motion for Consideration: "I move to adopt Resolution No. 2015-250 declaring May 2015 as Bicycle Month in the City of Pacific."

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015 - 250

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, DECLARING MAY
2015 AS BICYCLE MONTH IN THE CITY OF PACIFIC**

Whereas the City of Pacific Comprehensive Plan recognizes bicycles as a component of our Transportation Plan and an important form of recreation, and

Whereas bicycles are by law vehicles, governed by and protected by the rules of the road, and

Whereas bicycle transportation is ecologically sound and economically beneficial, and

Whereas bicycling reduces premature mortality and combats diseases of a sedentary lifestyle including heart disease, diabetes, and some forms of cancer, and

Whereas bicycle commuters consume fewer public health resources and impose fewer costs on emergency medical services, and

Whereas every mile traveled by bicycle instead of by car reduces the general fund subsidy required to maintain streets and public services, and

Whereas bicycle transportation reduces demand for foreign oil that contributes to the national trade deficit, and

Whereas bicycle transportation promotes traditional American values of self-reliance, self-discipline, and self-confidence, and

Whereas bicycling for recreation and transportation promotes childhood physical activity, independence, and community awareness, and

Whereas habits learned as children can support a lifetime of physical and mental health, and

Whereas children learn these habits from the actions of their parents, teachers, and community leaders, and

Whereas the month of May has been recognized as National Bike to Work Month by governments including Washington State and King County, and by organizations including the League of American Bicyclists, the Bicycle Alliance of Washington, and Cascade Bicycle Club,

**Now, therefore, the City of Pacific does hereby declare the month of
May, 2015 to be Bicycle Month:**

- To promote safe and comfortable bicycling in the City of Pacific,
- To recognize people on bicycles as legitimate, intended, and expected users of the public streets and paved trails of our community,

- To promote awareness of and compliance with the laws governing the driving of bicycles on public streets,
- To encourage employees to consider bicycling as part of their Wellness program activities,
- And to encourage all users of our public streets to be aware of bicyclists as equal participants in the traffic of our community.

ADOPTED BY THE CITY COUNCIL this 27th day of April, 2015.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Agenda Bills

Agenda Item No.	<u>Consent Agenda 10A</u>	Meeting Date:	<u>April 27, 2015</u>
Subject:	<u>Claim Voucher & Payroll Approval</u>	Prepared by:	<u>Richard Gould Finance Director</u>

Summary:

Approval of Payroll for the period of April 1, 2015 through April 15, 2015; Claims Vouchers for April 14, 2015 through April 27, 2015.

Payroll Auto Deposit	\$ \$65,172.57
Payroll Checks #4872 – 4874	2,620.83
	\$26,368.06
EFT'S	
Claim Checks 44946 – 45008	<u>\$372,040.91</u>
Total Expenditures	<u>\$ \$466,202.37</u>

Recommendation: Approval of payment for Payroll and Claims

Motion: move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2318	04/20/2015	Payroll	1	EFT		352.27	April 1 - 15 Payroll
2320	04/20/2015	Payroll	1	EFT		2,908.94	April 1 - 15 Payroll
2321	04/20/2015	Payroll	1	EFT		1,992.30	April 1 - 15 Payroll
2322	04/20/2015	Payroll	1	EFT		4,053.85	April 1 - 15 Payroll
2323	04/20/2015	Payroll	1	EFT		2,180.51	April 1 - 15 Payroll
2325	04/20/2015	Payroll	1	EFT		1,248.79	April 1 - 15 Payroll
2326	04/20/2015	Payroll	1	EFT		2,296.85	April 1 - 15 Payroll
2327	04/20/2015	Payroll	1	EFT		92.08	April 1 - 15 Payroll
2328	04/20/2015	Payroll	1	EFT		3,235.34	April 1 - 15 Payroll
2329	04/20/2015	Payroll	1	EFT		318.14	April 1 - 15 Payroll
2330	04/20/2015	Payroll	1	EFT		909.69	April 1 - 15 Payroll
2331	04/20/2015	Payroll	1	EFT		2,457.46	April 1 - 15 Payroll
2332	04/20/2015	Payroll	1	EFT		91.68	April 1 - 15 Payroll
2333	04/20/2015	Payroll	1	EFT		92.08	April 1 - 15 Payroll
2334	04/20/2015	Payroll	1	EFT		2,655.18	April 1 - 15 Payroll
2335	04/20/2015	Payroll	1	EFT		81.68	April 1 - 15 Payroll
2336	04/20/2015	Payroll	1	EFT		356.80	April 1 - 15 Payroll
2337	04/20/2015	Payroll	1	EFT		1,623.24	April 1 - 15 Payroll
2338	04/20/2015	Payroll	1	EFT		1,270.24	April 1 - 15 Payroll
2339	04/20/2015	Payroll	1	EFT		3,266.64	April 1 - 15 Payroll
2340	04/20/2015	Payroll	1	EFT		1,580.16	April 1 - 15 Payroll
2341	04/20/2015	Payroll	1	EFT		518.94	April 1 - 15 Payroll
2342	04/20/2015	Payroll	1	EFT		2,436.29	April 1 - 15 Payroll
2343	04/20/2015	Payroll	1	EFT		2,375.59	April 1 - 15 Payroll
2344	04/20/2015	Payroll	1	EFT		1,348.07	April 1 - 15 Payroll
2345	04/20/2015	Payroll	1	EFT		92.08	April 1 - 15 Payroll
2346	04/20/2015	Payroll	1	EFT		1,941.35	April 1 - 15 Payroll
2347	04/20/2015	Payroll	1	EFT		253.42	April 1 - 15 Payroll
2348	04/20/2015	Payroll	1	EFT		1,739.12	April 1 - 15 Payroll
2349	04/20/2015	Payroll	1	EFT		1,959.09	April 1 - 15 Payroll
2350	04/20/2015	Payroll	1	EFT		1,009.82	April 1 - 15 Payroll
2351	04/20/2015	Payroll	1	EFT		1,441.17	April 1 - 15 Payroll
2352	04/20/2015	Payroll	1	EFT		2,110.18	April 1 - 15 Payroll
2353	04/20/2015	Payroll	1	EFT		1,529.80	April 1 - 15 Payroll
2355	04/20/2015	Payroll	1	EFT		2,300.80	April 1 - 15 Payroll
2356	04/20/2015	Payroll	1	EFT		1,837.84	April 1 - 15 Payroll
2357	04/20/2015	Payroll	1	EFT		1,189.79	April 1 - 15 Payroll
2358	04/20/2015	Payroll	1	EFT		1,558.30	April 1 - 15 Payroll
2359	04/20/2015	Payroll	1	EFT		92.08	April 1 - 15 Payroll
2360	04/20/2015	Payroll	1	EFT		2,302.25	April 1 - 15 Payroll
2361	04/20/2015	Payroll	1	EFT		1,327.59	April 1 - 15 Payroll
2362	04/20/2015	Payroll	1	EFT		1,420.08	April 1 - 15 Payroll
2363	04/20/2015	Payroll	1	EFT		1,325.00	April 1 - 15 Payroll
2369	04/16/2015	Claims	1	EFT	WA ST DEPT OF LICENSING	57.00	CPL'S PF0000285/287
2541	04/23/2015	Payroll	1	EFT	INTERNAL REVENUE SERVICE	25,457.06	941 Deposit For 04/20/2015 - 04/20/2015
2542	04/24/2015	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	04/20/2015 To 04/20/2015 - DCP - DRS
2543	04/24/2015	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	229.00	04/20/2015 To 04/20/2015 - Child Support
2319	04/20/2015	Payroll	1	4872		1,333.59	April 1 - 15 Payroll
2324	04/20/2015	Payroll	1	4873		1,195.16	April 1 - 15 Payroll
2354	04/20/2015	Payroll	1	4874		92.08	April 1 - 15 Payroll

CHECK REGISTER

City Of Pacific
MCAG #: 0423

04/14/2015 To: 04/27/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2380	04/16/2015	Claims	1	44946	TACOMA PIERCE CO HEALTH DEPT.	515.00	UST PERMIT SITE ADDRESS 13602 8TH ST. E, PACIFIC, WA 98047 PARCEL #0420013046 SITE ID SD0003352
2451	04/21/2015	Claims	1	44947	DAVID NEWTON	327.67	POLICE: REIMB. FOR TAKING DUMP TRAILER TO TRANSFER STATION, SCALE & TRIP PERMIT
2479	04/27/2015	Claims	1	44948	ACCO ENGINEERED SYSTEMS	353.69	POLICE: EVIDENCE COOLER REPAIRS
2480	04/27/2015	Claims	1	44949	AHBL INC	4,522.75	
2481	04/27/2015	Claims	1	44950	ALPINE PRODUCTS INC	41.12	PW: SOLVENT BASE
2482	04/27/2015	Claims	1	44951	AUBURN CHEVROLET INC	1,864.89	PW: 2001 GMC PANEL TRUCK
2483	04/27/2015	Claims	1	44952	AUBURN ELECTRICAL SERVICE	585.17	PW: ELLINGSON WELL BUILDING EXIT LIGHTING CIRCUIT; PW: CITY PARK BUILDING EXTERIOR LIGHT
2484	04/27/2015	Claims	1	44953	CITY OF AUBURN	4,190.99	PW: 2014 Q4 & 2015 Q1 DECANT ADMIN FEE; MARCH 2015 IT SERVICES
2485	04/27/2015	Claims	1	44954	AUS WEST LOCKBOX	81.62	CITY HALL: DOOR MATS
2486	04/27/2015	Claims	1	44955	BIAS SOFTWARE	225.00	ANNUAL REPORT PROGRAM
2487	04/27/2015	Claims	1	44956	BONNIE KING PHOTOGRAPHY	200.00	COUNCIL MEMBER PHOTOS
2488	04/27/2015	Claims	1	44957	CENTURYLINK	91.19	POLICE: LOBBY PHONE
2489	04/27/2015	Claims	1	44958	VERONICA CISNEROS	250.00	YOUTH: RENTAL DEPOSIT REFUND
2490	04/27/2015	Claims	1	44959	CITY OF ENUMCLAW	180.00	POLICE: MARCH 2015 PRISONER LODGING
2491	04/27/2015	Claims	1	44960	COPIERS NORTHWEST INC	1,640.31	COPY MACHINE LEASE (APRIL 2015) & USAGE (MARCH 2015) INVOICE 1187853, 03/31/15
2492	04/27/2015	Claims	1	44961	CORDI & BEJARANO INC	2,017.24	COURT: PROSECUTING ATTORNEY
2493	04/27/2015	Claims	1	44962	DATABAR INCORPORATED	1,853.96	MARCH 2015 UTILITY BILLING
2494	04/27/2015	Claims	1	44963	SCOTT DEMBO	250.00	RENTAL DEPOSIT REFUND
2495	04/27/2015	Claims	1	44964	FERGUSON ENTERPRISES, INC.	3,368.85	PW: WATER METERS; PW: SPANNER WRCH
2496	04/27/2015	Claims	1	44965	CITY OF FIFE	150.00	POLICE: FEB. 2015 JAIL SERVICES
2497	04/27/2015	Claims	1	44966	FINISH LINE CLEANING	3,225.00	APRIL 2015 CITY HALL, REC CENTER, SENIOR CENTER & POLICE DEPT. JANITORIAL SERVICES
2498	04/27/2015	Claims	1	44967	GRAINGER	320.55	PW: TRASH BAGS FOR CITY HALL & PARKS
2499	04/27/2015	Claims	1	44968	H D FOWLER CO INC	1,080.63	PW: 3' BURY #88 LOW LEAD ECLIPSE SAMPLING STATION; PW:
2500	04/27/2015	Claims	1	44969	ICON MATERIALS	275,697.33	STEWART RD/THORNTON AVE IMPROVEMENTS - MONTHLY PROGRESS ESTIMATE #9 (02/21/15 - 03/20/15) **GRANT**

CHECK REGISTER

City Of Pacific
MCAG #: 0423

04/14/2015 To: 04/27/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2501	04/27/2015	Claims	1	44970	LETIN JUDA	150.00	RENTAL DEPOSIT REFUND (\$100 FORFEITURE FOR CLEANING FEE)
2502	04/27/2015	Claims	1	44971	KC DOT ROAD SRVC DIV	471.90	PW: UTILITY LOCATES
2503	04/27/2015	Claims	1	44972	KING COUNTY DIRECTORS' ASSOC	415.11	PW: OFFICE SUPPLIES; COPY PAPER; PW: OFFICE/ADMIN SUPPLIES
2504	04/27/2015	Claims	1	44973	KING COUNTY FINANCE	95.97	2015 KING COUNTY NOXIOUS WEED CONTROL (BALANCE OWED)
2505	04/27/2015	Claims	1	44974	KPG	49,254.43	PROJECT: 14057 STEWART RD/THORNTON AVE IMPROVEMENT - CM SERVICES *** GRANT ***
2506	04/27/2015	Claims	1	44975	LAW OFFICE THOMAS R HARGAN	90.00	COURT: CONFLICT PROSECUTION SERVICES
2507	04/27/2015	Claims	1	44976	David Lemka	100.00	2014-2015 BUSINESS LICENSE REFUND
2508	04/27/2015	Claims	1	44977	MCLENDON HARDWARE	341.18	PW
2509	04/27/2015	Claims	1	44978	NEOPOST NORTHWEST	50.00	POSTAGE
2510	04/27/2015	Claims	1	44979	THE NEWS TRIBUNE	369.00	POLICE: NEWSPAPER SUBSCRIPTION (12 MONTHS)
2511	04/27/2015	Claims	1	44980	O'REILLY AUTOMOTIVE, INC.	156.35	PW: SERVICE TRUCK
2512	04/27/2015	Claims	1	44981	OWEN EQUIPMENT	601.31	PW
2513	04/27/2015	Claims	1	44982	PACIFIC OFFICE AUTOMATION	164.29	POLICE: COPY MACHINE
2514	04/27/2015	Claims	1	44983	CITY OF PACIFIC PETTY CASH	247.78	FINANCE PETTY CASH: 10/16/14 - 04/13/15
2515	04/27/2015	Claims	1	44984	PETROCARD SYSTEMS INC	1,745.78	FUEL SERVICES (INVOICE #C926676, 04/15/15)
2516	04/27/2015	Claims	1	44985	PIERCE COUNTY BUDGET & FINANCE	421.77	INTERLOCAL AGREEMENT #10-78446 (2014 REIMB FOR THE PORTION OF THE FEAS REPORT BY THE CORPS OF ENGINEERS CONTRACT #10-78068)
2517	04/27/2015	Claims	1	44986	PPI GROUP	1,200.00	PW: TRAINING FOR TOPCON GPS UNIT
2518	04/27/2015	Claims	1	44987	PUBLIC SAFETY TESTING	125.00	POLICE: 2015 Q1 SUBSCRIPTION FEES
2519	04/27/2015	Claims	1	44988	R&T HOOD & DUCT SERVICES	163.27	YOUTH: ANNUAL FIRE SYSTEM TEST
2520	04/27/2015	Claims	1	44989	KELLY RYDBERG	44.16	MILEAGE FOR TRAVEL TO REGIONAL TRAINING
2521	04/27/2015	Claims	1	44990	Rita E. Dillon (201)	100.00	2014-2015 BUSINESS LICENSE REFUND
2522	04/27/2015	Claims	1	44991	Rita E. Dillon (217)	100.00	2014-2015 BUSINESS LICENSE REFUND
2523	04/27/2015	Claims	1	44992	Rita E. Dillon (218)	100.00	2014-2015 BUSINESS LICENSE REFUND
2524	04/27/2015	Claims	1	44993	REGGIE SCOTT	250.00	RENTAL DEPOSIT REFUND
2525	04/27/2015	Claims	1	44994	SHRED-IT USA INC.	56.41	COURT & FINANCE: SHREDDING SERVICES
2526	04/27/2015	Claims	1	44995	SOUND PUBLISHING INC	833.73	LEGAL AFFADAVITS MARCH 2015

CHECK REGISTER

City Of Pacific
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2527	04/27/2015	Claims	1	44996	SPECTRUM ENTERPRISES	100.00	COURT: INTERPRETER SERVICES
2528	04/27/2015	Claims	1	44997	STAPLES BUSINESS ADVANTAGE	2,908.27	CITY CLERK & OFFICE ASSSITANT DESKS
2529	04/27/2015	Claims	1	44998	SUMMIT LAW GROUP	4,680.78	PERSONELL LEGAL SERVICES THRU 03/31/15; LEGAL SERVICES RE: TEAMSTERS LOCAL 117 (THRU 03/31/15)
2530	04/27/2015	Claims	1	44999	TACOMA RUBBER STAMP & MARKING SYSTEMS	13.90	COURT: SUPPLIES
2531	04/27/2015	Claims	1	45000	TACOMA SCREW PRODUCTS INC	370.20	PW: SERVICE TRUCKS
2532	04/27/2015	Claims	1	45001	TOTAL AUTO CARE	883.27	POLICE: 2009 CHARGER (48868D); POLICE: OIL CHANGE; POLICE: 2008 CHARGER (48119D)
2533	04/27/2015	Claims	1	45002	USAMOBILITY	25.20	PW: PAGER
2534	04/27/2015	Claims	1	45003	VERIZON WIRELESS	1,242.25	POLICE: CELL PHONES
2535	04/27/2015	Claims	1	45004	PAM WALASEK	145.60	FINANCE: REIMB. FOR BIAS RALLY EXPENSES
2536	04/27/2015	Claims	1	45005	WASHINGTON STATE PATROL	88.50	POLICE: BACKGROUND CHECKS
2537	04/27/2015	Claims	1	45006	WASHINGTON TRACTOR	699.06	PW: PARTS
2538	04/27/2015	Claims	1	45007	WATER MANAGEMENT LAB INC	147.00	PW: COLIFORM
2539	04/27/2015	Claims	1	45008	WELLS FARGO FINANCIAL LEASING	56.48	SENIOR: COPY MACHINE LEASE
001 General Fund						100,704.94	
101 Street						5,725.67	
308 Valentine Road Project						868.91	
309 West Valley						4,522.75	
310 Stewart/Thornton Ave Rd Projec						320,619.22	
401 Water						18,150.53	
402 Sewer						10,663.30	
406 Water Capital Improvement						4,332.54	
409 Storm						9,915.31	
630 Developer/Senior/Youth/Hydrant Deposit						900.00	
800 Payroll EE Benefit Clearing						-10,200.80	
						Claims:	372,097.91
						466,202.37 Payroll:	94,104.46

CHECK REGISTER

City Of Pacific
MCAG #: 0423

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



**AMENDED
City Council Minutes**

**Regular Meeting
March 9, 2015
6:30 p.m.**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Jones, Oliveira, Steiger, Council President Walker, and Mayor Guier

Absent: Council Member Kave and Mayor Pro Tem Putnam (Putnam arrived at 6:32 p.m.; Kave arrived at 6:34 p.m.)

STAFF PRESENT

Public Safety Director John Calkins, Community Services Assistant Director Darcie Thach, Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

The amended agenda was approved unanimously by Council.

AUDIENCE COMMENT

Speaking before Council:

Mark Bowns, West Hill	Safety on West Valley due to slow speed limits
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PRESENTATION- Valentine Avenue Update

Ted Hill, Associate City Engineer, City of Sumner, provided an update on construction along Valentine. The project is still on track. Utilities need to be moved out of the way then will start working their way up. Icon will start work on the sewer and should be wrapping up the project near the first part of the year.

There will be more impacts once the project moves north of Stewart. They are doing their best to keep impacts and complaints to a minimum.

PUBLIC HEARING

Mayor Guier opened the public hearing at 6:37 p.m.

Public Works Manager Lance Newkirk stated the sewer rate increase is due to an increase in rates for the city. It is a pass-through increase so it doesn't negatively impact funding of the City of Pacific. The rate increase is 5.63% or \$2.24/month for base rate.

Speaking before Council:

Tommy Chen, owner of 6 units in Pacific	Said the issue is not directly related to sewer. Stated one unit's usage is twice the amount of another's usage. Mayor Guier requested that he speak to her after the meeting to address this issue as this time is for a public hearing on sewer rates.
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Mayor Guier closed the hearing at 6:42 p.m.

REPORTS

A. Mayor

Mayor Guier reported:

- King County is opening City Park on March 9 at no charge to the City of Pacific.
- Reminder Citizen of the Year Dinner will be held on March 28.
- There will be City Hall meetings with Senator Miloscia, Rep. Linda Kochmar & Rep. Carol Gregory in Federal Way and Milton on March 14th.
- Reminder that there will be a 5th Monday meeting on March 30 at 6:30 p.m.

B. Finance/City Administrator

City Administrator Gould reported:

- Uniformed union negotiations have yet to be scheduled; Council will be meeting in executive session to update this evening
- The Public Work/Clerical negotiations will begin in April
- Finance staff analyzing year to date financial status to bring further information to council.
- Had a meeting with Ron Tiedeman; Currently Mr. Tiedeman has an interlocal agreement with Milton for IT services. He is interested in possibly contracting with Pacific.

C. Court

February's reports are in the packet.

D. Community/Senior/Youth/Services

Community Services Assistant Director Darcie Thach reported:

- A diabetic blood screening was held on March 2. 33 people participated, 12 of which are employees. The numbers were twice as many as last year.
- Free blood pressure check at the senior center on Friday, March 13. It is held at 11:00 a.m. Everyone is welcome to attend.
- The Citizens Appreciation Dinner will be held on March 28. Doors will open at 4:30 with dinner from 5:00-7:00. Presale tickets are already available.
- Nominations for citizen of the year are being accepted until March 16.
- American Heart Association is having a national 30 minute walk on April 1. If you would like to participate, please contact Darcie.
- The Youth gym is looking for more young children to participate in the Tiny Tot

program Monday through Friday 10 – 11am, and on Wednesday there is the Bounce House; and Fridays they have a Wiggles & Giggles.

- Taco Tuesday of course is on Tuesday 11:30- 1:00 \$1.50 a taco. The proceeds go to support the Youth Program.
- Zumba class is offered in the Thursday night 6:30 – 7:30.
- Fridays at the gym is Popcorn Friday's

E. Public Works Department

Public Works Manager Lance Newkirk reported:

- Progress parallel to Valentine – Stewart Rd progress will be very visible; paving Tuesday and Wednesday
- City Park is being opened by King County crews; Honey Buckets are slated to go in at the end of week.
- Kudos for the crew's work on pocket parks from citizens.

F. Community Development Department

Community Development Manager Jack Dodge reported:

- Update on Morgan property; attended a meeting on Mercer Island. The CFT grant has been extended. Lane Morgan has been contacted and ball is rolling to purchase property
- Special Planning Commission meeting will be held to discuss the Comp Plan amendments for Chapter 3 and 8 and a public hearing on March 24 regarding the comp plan amendments

G. Public Safety Department

Public Safety Director John Calkins reported

- Attended a conference in Oregon, 47th Annual Leadership Conference. The Chief coalition picks up the tab. There were 5 speakers, all military leaders with 20 hours of classes by leaders.

H. City Council Members

NONE

I. Boards and Committees

i. Finance Committee

Council Member Kave stated the committee will meet on March 16 at 6:30.

ii. Governance Committee

Council Member Oliveira stated a meeting was held on March 3, 2015, and reviewed notes of the meeting.

Two residential property owner positions will be added for Park Board and will be presented at the workshop next week.

Leave policies will be changed so the manual will reflect city code.

Council Policies and Procedures moved to next meeting so they can be discussed further.

Surveillance Policies camera policies will be addressed as soon as cameras are in the budget process.

iii. Human Services Committee

Council Member Garberding stated a meeting was held on February 24 at 7:00 p.m. Partnerships will be taking over fund raising. There was a presentation regarding a Wellness Program. She discussed what had occurred at previous meeting and requested that her statement be added to the minutes (ATTACHMENT A.) Mayor will attend meetings to avoid future disturbances between management and committee.

iv. Public Safety Committee

Council Member Garberding reported a meeting needs to be rescheduled.

v. Public Works Committee

Council Member Jones reported a meeting was held on March 4, 2015. They talked about Valentine road improvements and reviewed West Valley Highway design as well as waste water conveyance improvements on Frontage Road, a gravel road maintenance policy, Public Works vehicles purchase. The next meeting will be held on April 8.

vi. Technology Committee

The Technology Committee will next meet on Thursday, March 19th at 5 in Mayor Guier's office at City Hall.

vii. Park Board

Gary Nitschke encouraged everyone to visit the park. There have been eagles Visiting.

viii. Planning Commission

NONE

ix. Pierce County Regional Council (PCRC)

Mr. Newkirk stated met with the Transportation Coordinating committee. There Have been rule changes at the Federal level so time was spent going over the rule changes for federal grant eligibility and reporting.

x. Sound Cities Association (SCA)

Mayor Guier said a meeting will be held on March 18.

xi. South County Area Transportation Board (SCATBd)

NONE

xii. Valley Regional Fire Association (VRFA)

Council Member Jones reported VRFA is meeting on March 10.

OLD BUSINESS

A. Resolution No. 2015-236: Authorizing the execution of an agreement with Theresa Dusek, Wetlands Consultant, in the amount of \$8,000, for wetland mapping in the City of Pacific.

Community Development Manager Dodge stated a wetland mapping update needs to be completed in accordance with the GMA grant Scope of Work timeline, by March 31. Ms. Dusek is a wetlands consultant who can provide the required service. There in money allocated for professional services in the grant budget.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2015-236 authorizing the execution of an agreement with Teresa Dusek, in the amount of \$8,000 to complete the City's update of its wetlands mapping. Seconded by Council Member Putnam.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: none

The motion passed 7-0.

B. Ordinance No. 2015-1894: Amending the Pacific Municipal Code regarding accessory dwelling units.

Mr. Dodge explained that the ADU regulations contain inconsistencies that need to be changed.

COUNCIL MEMBER KAVE MOVED to approve Ordinance No. 2015-1894 approving revisions to the accessory dwelling unit regulations. Seconded by Council Member Putnam.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

C. Resolution No. 2015-235: Amending the City of Pacific Purchasing Policy.

Public Works Manager Newkirk advised state law has changed since the adoption of the procurement policy. This resolution brings Pacific's policies into compliance with State law.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2015-1894 adopting the new City of Pacific Purchasing Policy. Seconded by Council Member Oliveira.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

D. Ordinance No. 2015-1893: Setting rates for sewer service in the City of Pacific.

Mr. Newkirk stated King County Wastewater Division has informed the City of an increase in the rate to the cost of wastewater treatment. The city needs to increase the sewer rates to cover the increased charges from King County.

COUNCIL MEMBER JONES MOVED to approve Ordinance No. 2015-1893 establishing new sewer utility rates. Seconded by Council Member Kave.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays:

The motion passed 7-0.

E. Resolution No. 2015-234: Approving the 2015 Planning Commission Work Plan

Mr. Dodge stated the Planning Commission developed their slate of activities and is recommending approval by the Council of the work plan.

COUNCIL MEMBER STEIGER MOVED to approve Resolution No. 2015-234 approving the 2015 Planning Commission Work Plan. Seconded by Council Member Jones.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

ITEM 8A –

COUNCIL MEMBER KAVE MOVED to suspend the rules to move item 8a to this point in the agenda. Seconded by Council Member Putnam.

Voice vote was taken and carried 7-0.

Resolution No. 2015-237: Authorizing the drafting and issuance of a RFP for solid waste disposal services in the City of Pacific.

City Attorney Carol Morris introduced the item and advised the RFP will be drafted and can be sent to Council for approval.

Speaking before Council:

Mark Gingrich, Murrey's Disposal	Advised that if an RFP is issued, Murrey's Disposal is open to extension to their franchise term through the end of 2015
Laura Moser, Waste Management	Waste Management has been a provider for several years. They would love to provide service for the entire city. They have a good track record in the city. In August 2014, an agreement extended 10 months to allow time to negotiate agreement with City of Pacific.

COUNCIL MEMBER PUTNAM MOVED to approve Resolution No. 2015-237 authorizing the drafting and issuance of a RFP for solid waste disposal services in the City of Pacific. Seconded by Council Member Walker.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Putnam, Oliveira, Walker

Nays: Kave, Steiger,

The motion passed 5-2.

F. Approval of 2014 Year End Financial Reports

City Administrator Gould presented the City of Pacific 2014 Year End financial reports for Council approval.

COUNCIL MEMBER JONES MOVED to approve the 2014 Year End Financial Reports. Seconded by Council Member Putnam.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

G. Approval of AWC Drug & Alcohol Consortium Annual Membership Renewal for 2015

City Clerk Amy Stevenson-Ness advised Council that the renewal is for the City's drug testing for CDL licensed drivers. There is no increase for the rate for 2015 over 2014.

COUNCIL MEMBER JONES MOVED to approve the AWC Drug & Alcohol Consortium Annual Membership Renewal for 2015. Seconded by Council Member Walker.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

H. Sound Cities Association Discussion

Mayor Guier advised there are two items being discussed at the Sound Cities Association and at the workshop on March 2, she requested direction from Council on how she should vote to represent the City of Pacific. The two items in question are:

- Bonding against future hotel motel tax, and
- Support of strategic plan of ending homelessness

After Council discussion, Council's direction was to vote no for the bonding against future hotel/motel tax and to vote yes in support strategic plan of ending homelessness.

I. Council Retreat Dates

Mayor Guier stated advised dates were discussed at the workshop on March 2. The dates in April were not working for Council. May 2 at 9:00 a.m. was decided as the date and time. Lunch will be provided

NEW ITEMS

ITEM 8A was heard earlier in the meeting.

Resolution No. 2015-237: Authorizing the drafting and issuance of a RFP for solid waste disposal services in the City of Pacific.

CONSENT AGENDA

A. Payroll and Voucher Approval

B. Approval of the minutes from meeting of January 26, 2015 and Workshop of February 2, 2015.

COUNCIL MEMBER KAVE MOVED to approve the Consent Agenda. Seconded by Council Member Oliveira. Voice vote was taken and carried 7-0.

EXECUTIVE SESSION

Mayor Guier convened to executive session at 7:54 p.m. for 15 minutes for collective bargaining per RCW 42.30.140(4)(a).

The meeting was called back to order at 8:09 p.m.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 8:10 p.m.

Amy Stevenson-Ness, City Clerk

After reading the minutes of the previous human services meeting, February 24th, I'm of the opinion that there are a few missing details.

1. After Darcie went to her supervisor to report the alleged inappropriate behavior on the part of the council members, a report of the incident was given to Mayor Guier that incorrectly named one of the council members, myself, as having committing the alleged offenses. Mayor Guier, assuming that the city employee had been wronged, sent an email to me requesting that I revisit the roles and responsibilities of council members. In my opinion, this incident put me in a position where I no longer felt comfortable working on the human services committee.
2. Darcie reported to her supervisor that she 'got in council member Oliveira's face', due to her frustrations during the discussion. When she was asked why she made this comment, she first denied it, but her supervisor Richard Gould reminded her that she had said those words to him. Darcie then said that it was a figure of speech.
3. Darcie reported to her supervisor that council members Steiger and Oliveira had a 'heated discussion', but when questioned about the validity of this statement, did not explain why she had said it.
4. Darcie told her supervisor that she was upset because council member Oliveira had told her how to do her job. When asked about this, Darcie said that it was because of the tree lighting event. Each time Darcie had mentioned the event as a fundraiser in the upcoming year, council member Oliveira reminded her that she would not be able to use it as a fundraiser, due to it reverting back to Pacific Partnerships.

After being put in this situation, I told all present at this meeting that I was resigning from the human services committee. My main reason was that I will not allow myself to be put into a situation where simple statements can be twisted into exaggerated, inflammatory complaints that I would find myself having to defend in the future.

Mayor Guier then offered to attend all future human services meeting, which gave assurance for the integrity of the meetings for all members of this committee.

After consulting with my husband, I decided to continue to work with this committee, and my goal of working to improve Pacific's community services.

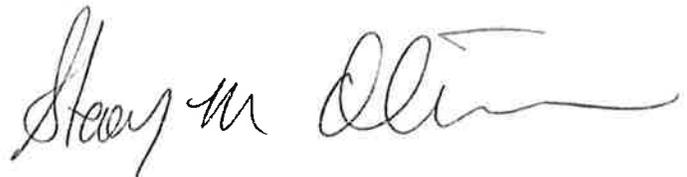
Respectfully Submitted by: Katherine Garberding 3/9/15

This information is supported by Council Members of the Human Service Committee:

Katie Garberding, Clint Steiger, Stacy Oliveira

Kate Garberding


1





City Council Minutes

Workshop
Monday, April 6, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Pro Tem Putnam called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Jones, Oliveira, Steiger, and Mayor Guier

Absent: Council Members Kave and Walker

STAFF PRESENT

City Administrator Richard Gould; Lt. Edwin Massey, and City Clerk Amy Stevenson-Ness.

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Garberding added a discussion regarding hiring of a police officer.

City Administrator Gould removed the scheduled executive session.

The amended agenda was approved unanimously by Council.

AGENDA ITEMS

A. AB 15-048: Appointments for Planning Commission and Park Board

Mayor Guier discussed the appointments of Justin Newlun, Planning Commission, Franklin Inthapatha, youth representative, Planning Commission, Colton Brown, youth representative, Park Board, and Donald Blackwell, Park Board. She recommends the confirmation of their appointments.

Direction by consensus of Council: Move both resolutions forward to the meeting on April 13, 2015.

B. Resolution No. 2015-244: Expressing the City of Pacific's support for King County Proposition No. 1 – the Emergency Public Safety Radio Network Replacement Project.

Mayor Guier stated the PSERN will be on the on the April 28th special election ballot. It will be a 9 year bond. She stated she doesn't like to see property taxes going up but the system needs to be upgraded and is requesting Council's support of the proposition.

Concern was expressed about how this new system will affect our firemen at VRFA. Mayor Guier will check with VRFA and have the information available on Friday, April 10, 2015

Direction by consensus of Council: Move forward to the meeting on April 13, 2015.

C. AB 15-050: Election of Pierce Transit Board Representative for Auburn, Fircrest, Gig Harbor, Pacific, Ruston, and Steilacoom

City Clerk Amy Stevenson-Ness stated she received a ballot from Pierce Transit requesting the City's vote for the Pierce Transit Board Representative for Auburn, Fircrest, Gig Harbor, Pacific, Ruston, and Steilacoom and advising that only one person was nominated for the position, Nancy Henderson, Town of Steilacoom, who is the current representative.

Direction by consensus of Council: Move forward to the meeting on April 13, 2015

D. AB 15-051: Resolution No. 2015-245: Accepting the equipment grant from WASPC in the amount of \$6,299 to be utilized toward the purchase of vehicle related equipment and enhancements.

Lt. Massey stated the grant is for replacement of equipment and to purchase equipment for some of the cars. He advised that the equipment will be purchased without the grant but getting the grant will help defray equipment costs.

Direction by consensus of Council: Move forward to the meeting on April 13, 2015 on the consent agenda.

E. AB 15-052: Resolution No. 2015-246: Accepting the traffic safety mini grant from WASPC in the amount of \$500 to be utilized to help purchase bicycle helmets for the upcoming Bike Rodeo.

Lt. Massey advised the grant will be used for the purchase of helmets for the Bike Rodeo. If the grant is not accepted, helmets will not be purchased.

Direction by consensus of Council: Move forward to the meeting on April 13, 2015 consent agenda.

F. AB15-053: Purchase and implementation of the For The Record 5.6 Portable Solution for the recording system in the Council Chambers.

Mr. Gould stated in order to upgrade the sound system, we need to upgrade the recording system. The City currently uses For The Record Gold.

Direction by consensus of Council: Move forward to the meeting on April 13, 2015.

G. AB15-054: Purchase and implementation of the Sound System for the Council Chambers

Mr. Gould advised two quotes are being presented for review. The quotes have been reviewed by the Technology Committee

Direction by consensus of Council: Move forward to the meeting on April 13, 2015.

H. AB 15-055 Newsletter costs

Ms. Stevenson-Ness advised Council of the costs for the production of an 8.5 x 11" single page, double sided, glossy, full color newsletter. The costs would be approximately \$1363 per quarter.

Council expressed concerns regarding the requirement of a contract as well as making sure the newsletter is done professionally. Council would like to be able to review the information to be included in the newsletter prior to it being sent to print.

Direction by consensus of Council: Move forward to the meeting on April 13, 2015.

I. Resolution No. 2015-247 Wellness Resolution

Ms. Stevenson-Ness reviewed the AWC EBT wellness program guidelines and discussed the benefits of an employee wellness program and the possibility of achieving the WellCity Award from AWC.

Direction by consensus of Council: Move forward to the meeting on April 13, 2015.

J. Hiring of public safety officer

Council Member Garberding inquired where the City is in the hiring process. Mayor Guier advised she will contact Civil Service Secretary Gail Bennett regarding the process and will apprise Council Member Garberding of the status.

ADJOURN

Mayor Pro Tem Putnam adjourned the workshop at 7:09 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Regular Meeting
April 13, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Jones, Kave, Oliveira, Steiger, Council President Walker, Mayor Pro Tem Putnam, and Mayor Guier

Absent: None

STAFF PRESENT

City Attorney Carol Morris, Public Works Manager Lance Newkirk, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

EXECUTIVE SESSION

At 6:31 p.m., Mayor Guier convened to executive session for collective bargaining per RCW 42.30.140(4)(a) for 20 minutes and for potential litigation per RCW 42.30.110(1)(i) for 15 minutes.

At 7:06, Mayor Guier extended the executive session for 20 minutes.

Mayor Guier reconvened the meeting at 7:26 p.m.

AUDIENCE COMMENT

Speaking before Council:

Jeremy Thompson, 324 Milwaukee Blvd S representing Aggressive Ministries	Aggressive Ministries Request use of the park for Pencilpalooza, a community school drive for August 8 (date changed from the 15 th)
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<p>Greg Steed, Sammamish, WA, representing Northwest Brewing Co.</p>	<p>Requesting consideration for a manufacturing rate for water consumption for brewing co. Mayor Guier referred to Public Works Committee</p>
<p>Mark Bowns,</p>	<p>Speed limit on West Valley Hwy, City may be able to solicit assistance of organizations for traffic study. Something needs to be done to adjust the speed.</p>
<p>Barbara Lourdes, PO Box 363, Auburn, WA</p>	<p>Regarding the PSERN levy, does the city have to do an upgrade? When someone is a victim of a crime, something needs to be taken care of right away. Needs to be more responsible and diligent; very poor business practices</p>
<p>Jeanne Fancher, 37248 55th Ave S</p>	<p>Earth Day is on April 25, 2015, focusing on parks and trails beautification; There will be a trash collection contest and a volunteer appreciation lunch. She stated she would like to see council turning out for the event. Mayor Guier is buying lunch for participants. People will be able to talk to the Park Board about what can be improved and what kinds of recreation are desired.</p>
<p>Don Thomson, 416 2nd Ave SE</p>	<p>Congrats to Mayor for fundraising large amount and inquired if she was thinking of running for something on the county level.</p>

COUNCIL MEMBER PUTNAM MOVED to suspend the rules to consider waiving the fees for the Aggressive Ministries/Pencilpalooza park usage. Seconded by Council Member Walker.

Voice vote was taken and carried 7-0.

COUNCIL MEMBER PUTNAM MOVED to approve waiver of park fees for Aggressive Ministries' Pencilpalooza on a date to be determined. Seconded by Council Member Walker

Voice vote was taken and carried 7-0.

REPORTS

A. Mayor

Mayor Guier reported:

- Looking forward to seeing everyone on Earth Day, April 25
- Planning Commission and Park Board positions will be advertised in the paper this week
- She did not attend the Sound Cities Association meeting so there will be nothing to report.

B. Finance/City Administrator

City Administrator Gould reported:

- Uniform Negotiations will be discussed in executive session;
- Public Works/Clerical Union notified city on April 7, 2015, of their intent to bargain. Possibly beginning the process on April 30.
- First quarter financial reports are being reviewed by staff and Finance Committee
- Recording equipment and FTR agenda items will be brought back to the Technology Committee for discussion.

C. Court

Reports are in the agenda packet

D. Community/Senior/Youth/Services

No Report

E. Public Works Department

Public Works Manager Lance Newkirk reported:

- New vehicles have been ordered along with service bodies. He expects delivery in July.
- Doing work on fire hydrants and are about half way through inspections.
- Interlocal Agreement with Sumner for the next phase of Stewart Road has been reviewed by attorneys. They will go to committee for discussion before coming to workshop.
- King County Flood district annual grant opportunity; applying for \$50,000 to pay for hescos to be decommissioned; pulling paperwork together

F. Community Development Department

Community Development Manager Jack Dodge reported:

No Report

G. Public Safety Department

Lt. Massey reported:

- The police department has been approved to an hire officer. They have been in contact with Civil Service Secretary Gail Bennett who has started the hiring process.

H. City Council Members

Council Member Steiger reminded council members to file their PDC F1A form due by April 15. Council Member Garberding stated the city should have made her aware of the requirements as an appointed council member.

I. Boards and Committees

i. Finance Committee

Council Member Kave stated the committee will meet April 21, 2015.

ii. Governance Committee

Council Member Oliveira stated a meeting was held on April 7, 2015. The Committee discussed amending personnel policies and discussed changes to the council rules of procedure. A panhandling ordinance will be considered at the May 5 meeting.

iii. Human Services Committee

Council Member Garberding stated a meeting will be held on April 28, 2015, at 6:30 p.m.

iv. Public Safety Committee

Council Member Garberding reported a meeting is scheduled for May 13 but needs to be changed as she will not be in town.

v. Public Works Committee

Council Member Jones reported a meeting was held on April 1, 2015 at 7:00 p.m. Nothing to report at this point.

vi. Technology Committee

Council Member Walker reported the committee will meet on Thursday.

vii. Park Board

NONE

viii. Planning Commission

NONE

ix. Pierce County Regional Council (PCRC)

Mr. Newkirk attended the transportation committee. There were rule-making updates and representation updates. Also presentations for a grant opportunity for Regional Town Centers.

x. Sound Cities Association (SCA)

Mayor Guier did not attend the meeting.

xi. South County Area Transportation Board (SCATBd)

Mr. Newkirk will report after the next meeting.

xii. Valley Regional Fire Association (VRFA)

Council Member Walker reported VRFA will meet on April 14, 2015.

OLD BUSINESS

A. Appointments to Planning Commission and Park Board of Commissioners.

Mayor Guier recommends the appointments of Justin Newlun to the Planning Commission; Mr. Franklin Inthapatha as the Youth Representative to the Planning Commission and Mr. Colton Brown to the Park Board as the Youth Representative; and reappointing Mr. Donald Blackwell to the Park Board of Commissioners.

COUNCIL MEMBER JONES MOVED to appoint Justin Newlun to the Planning Commission for a term ending December 31, 2020; Mr. Franklin Inthapatha as the Youth Representative to the Planning Commission and Mr. Colton Brown to the Park Board as the Youth Representative for terms ending August 31, 2015; and reappointing Mr. Donald Blackwell to the Park Board of Commissioners for a term ending December 31, 2018. Seconded by Council Member Kave.

Voice vote was taken and carried 7-0.

B. Pierce Transit Ballot to elect a representative to the Pierce Transit Board representing the Cities of Auburn, Fircrest, Gig Harbor, Pacific, Ruston, and Steilacoom.

City Clerk Amy Stevenson-Ness advised the ballot to elect a representative needs to be returned to Pierce Transit by April 17.

COUNCIL MEMBER PUTNAM MOVED to cast the City's vote for Council Member Nancy Henderson, Town of Steilacoom as the City representative. Seconded by Council Member Oliveira.

Voice vote was taken and carried 7-0.

C. Motion to approve newsletter printing and distribution costs

Mayor Guier reported that an additional quote was obtained for an 11 x 17, double-sided, full color newsletter. The amount quoted for 2,600 newsletters per quarter would be \$1149.33. The postage for the larger size would be approximately .23 cents per newsletter - \$598 or approximately \$1,748 per quarter.

COUNCIL MEMBER JONES MOVED to approve newsletter printing an 8 ½ x 11 version of the newsletter for the initial printing. Seconded by Council Member Garberding.

COUNCIL MEMBER WALKER moved to amend the motion to recommend a budget of \$7000 for newsletter production for the rest of the year. Seconded by Council Member Oliveira.

Voice vote on the amendment was taken and carried 7-0.

COUNCIL MEMBER JONES MOVED to approve newsletter printing with a budget of \$7000. Seconded by Council Member Garberding.

Voice vote was taken and carried 7-0.

D. Resolution No. 2015-244: Expressing the City of Pacific's support for King County Proposition No. 1 – the Public Safety Emergency Radio Network Replacement Project (PSERN)

Mayor Guier stated the resolution will express the city's support of Proposition No. 1 – the Public Safety Emergency Radio Network Replacement Project.

COUNCIL MEMBER KAVE MOVED to approve **Resolution No. 2015-244:** Expressing the City of Pacific's support for King County Proposition No. 1 – the Public Safety Emergency Radio Network Replacement Project (PSERN). Seconded by Council Member Oliveira.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

E. Resolution No. 2015-245: Accepting an equipment grant from Washington Association of Sheriffs and Police Chiefs in the amount of \$6,299 to be utilized for the purchase of vehicle related equipment and enhancements.

Lt. Massey advised the grant will be to purchase equipment for vehicles.

COUNCIL MEMBER JONES MOVED to approve **Resolution No. 2015-245:** Accepting an equipment grant from Washington Association of Sheriffs and Police Chiefs in the amount of \$6,299 to be utilized for the purchase of vehicle related equipment and enhancements. Seconded by Council Member Putnam.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

F. Resolution No. 2015-246: Accepting a traffic safety mini grant from Washington Association of Sheriffs and Police Chiefs in the amount of \$500 to be utilized to help purchase bicycle helmets for the upcoming Bike Rodeo.

Lt. Massey stated this grant will be used to purchase helmets for the Bike Rodeo.

COUNCIL MEMBER JONES MOVED to approve **Resolution No. 2015-246:** Accepting a traffic safety mini grant from Washington Association of Sheriffs and Police Chiefs in the amount of \$500 to be utilized to help purchase bicycle helmets for the upcoming Bike Rodeo. Seconded by Council Member Oliveira.

Speaking before Council

Jim Meyer, 732 Valentine Avenue	Inquired how many helmets can be purchased with this amount. Lt. Massey advised this will purchase approximately 100 helmets.
Barbara Lourdes	Stated she helped at the rodeo last year. It was fun and it is a worthwhile event.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

G. Resolution No. 2015-247: Approval of a Resolution of Support for the City of Pacific Wellness Program and Wellness Policies.

Ms. Stevenson-Ness provided information to Council regarding the Wellness Program and Committee.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2015-247, a Resolution of Support for the City of Pacific Wellness Program and Wellness Policies. Seconded by Council Member Oliveira.

Roll Call Vote was taken, resulting as follows:

Ayes: Garberding, Jones, Kave, Putnam, Oliveira, Steiger, Walker

Nays: None

The motion passed 7-0.

CONSENT AGENDA

A. Payroll and Voucher Approval

B. Minutes for the meetings of February 9 and February 23, and March 9, 2015 and the workshop of March 2 and March 16, 2015.

COUNCIL MEMBER PUTNAM MOVED to approve the Consent Agenda. Seconded by Council Member Oliveira.

Council Member Kave requested a correction to a scrivener's error in the March 9, 2015 minutes to change the date in a statement from "August 2015" to "August 2014."

Council Member Garberding asked to remove the minutes of March 9, 2015, as a statement she provided at the meeting was not included in the minutes.

COUNCIL MEMBER JONES MOVED to approve the Consent Agenda minus the March 9, 2015. Seconded by Council Member Putnam.

Voice vote was taken and carried 7-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 8:34 p.m.



Agenda Bill No. 15-067

TO: Mayor Guier and City Council Members

FROM:

MEETING DATE: April 27, 2015

SUBJECT: Settlement of a Civil Service Appeal

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: The attached Settlement of a Civil Service Appeal settles an outstanding civil service disciplinary appeal. Staff recommends authorizing the Mayor to sign the settlement agreement.

Recommended Action: Approve the resolution authorizing the Mayor to sign the Settlement of Civil Service Appeal.

Motion for Consideration: "I move to approve Resolution 2015-251 settling an outstanding civil service disciplinary appeal."

Budget Impact: None

Alternatives:

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2015-251

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR OF THE CITY OF PACIFIC, WASHINGTON TO EXECUTE A SETTLEMENT OF A CIVIL SERVICE APPEAL.

WHEREAS, the City of Pacific is a party to an appeal filed by employee John Calkins with the City of Pacific Civil Service Commission regarding a disciplinary matter; and

WHEREAS, the City and the employee, John Calkins, desire to settle and resolve the appeal; and

WHEREAS, the City Council deems it to be in the best interest of the City of Pacific to authorize execution of the settlement agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The Mayor of the City of Pacific is hereby authorized to execute the attached and incorporated "Settlement of Civil Service Appeal" with employee John Calkins.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 27TH DAY OF APRIL 2015.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form:

Sofia Mabee, City Attorney

FILED WITH THE CITY CLERK: 04.23.15
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO.

SETTLEMENT OF CIVIL SERVICE APPEAL

THIS SETTLEMENT OF CIVIL SERVICE APPEAL Agreement ("Agreement") is entered into between the City of Pacific, Washington ("City") and John Calkins ("Employee").

WHEREAS, Employee received discipline on February 10, 2015 and is appealing said discipline to the City of Pacific Civil Service Commission; and

WHEREAS, the parties desire to enter into this Agreement to settle and resolve said disciplinary appeal litigation.

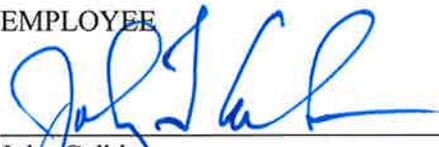
NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the City and Employee as follows:

1. The one-day suspension imposed on Employee on February 10, 2015, is hereby withdrawn. Employee agrees to attend mandatory sexual harassment training along with the other department directors and managers, at a date and time to be determined by the City.
2. Employee hereby withdraws his Civil Service Commission appeal.
3. Employee and the City acknowledge and agree that this Agreement is not an admission of liability or wrongdoing by the other party.
4. This Agreement constitutes a full and final resolution of all matters in any way related to Employee's February 10, 2015, discipline.
5. This Agreement is effective when signed by the parties. This Agreement may not be modified unless the modification is in writing and signed by the parties. Each of the parties signing below affirms that he or she has carefully read this Agreement, knows and understands its contents, has discussed the Agreement and its effects with advisors of his or her own choosing, and signs it voluntarily.

CITY OF PACIFIC

EMPLOYEE

Leanne Guier, Mayor



John Calkins

Date: _____

Date: 4/20/2015