



**PACIFIC CITY COUNCIL AGENDA**  
**Council Chambers - City Hall. 100 3<sup>rd</sup> Ave. SE**

**September 8, 2015**  
**Tuesday**

**Workshop**  
**6:30 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
  - 2. ROLL CALL OF COUNCIL MEMBERS**
  - 3. ADDITIONS TO/APPROVAL OF AGENDA**
  - 4. DISCUSSION ITEMS**
- (3)     **A. AB 15-120: Council Interviews** (30 min.)
- (4)     **B. AB 15-121: Ordinance No. 2015-1906:** Repealing Chapter 8.04 of the Pacific Municipal Code and creating Chapter 14.02 relating to solid waste practices. (10 min.)  
(Richard Gould)
- (14)    **C. AB 15-122: MOTION:** Solid Waste Public Hearings Findings of Fact (5 min.)  
(Richard Gould)
- (18)    **D. AB 15-123: Ordinance No. 2015-1907:** Updating the Pacific Municipal Code Chapter 13.16 – Street and Alley Vacations (10 min.)  
(Lance Newkirk)
- (27)    **E. AB 15-124: Resolution No. 2015-283:** Repealing Resolution No. 2015-279 and amending the estimated costs of the Milwaukee Boulevard Improvement Project (5 min.)  
(Lance Newkirk)
- (31)    **F. AB 15-125: Resolution No. 2015-284:** Authorizing Change Order No. 8 to the Stewart Road Contract with Icon Materials for Outfall Conflict Resolution. (5 min.)  
(Lance Newkirk)
- (37)    **G. AB 15-126: Ordinance No. 2015-1908:** Establishing Chapter 9.62 in the Pacific Municipal Code relating to aggressive begging. (5 min.)  
(John Calkins)

- (41) H. **AB 15-127: Ordinance No. 2015-1909:** Establishing Chapter 9.64 in the Pacific Municipal Code prohibiting loitering in public places within the City of Pacific. (5 min.)  
(John Calkins)
- (45) I. **AB 15-128: Resolution No. 2015-285:** Authorizing the execution of a collective Bargaining Agreement between the City and teamsters Local 117, Uniformed Employees, effective July 1, 2014 through June 30, 2017.  
(Richard Gould)
- 5. **EXECUTIVE SESSION:** For Collective Bargaining per RCW 42.30.140 (4)(a) for 15 minutes. (Uniformed Employees)
- 6. **ADJOURN**

***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.pacificwa.gov](http://www.pacificwa.gov) or by contacting the City Clerk's office at (253) 929-1105.



Agenda Bill No. 15-120

**TO:** Mayor Guier and City Council Members  
**FROM:** Amy Stevenson-Ness, City Clerk/Personnel Manager  
**MEETING DATE:** September 8, 2015  
**SUBJECT:** City Council Vacancy Applicant Interviews

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**ATTACHMENTS:**

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**Previous Council Review Date: N/A**

**Summary:** John Jones's resignation from City Council has left a vacancy. The city solicited applications for the vacant position with a submittal deadline of August 31, 2015, at 5:00 p.m.

The City received 7 applications from the following applicants:

- Howard Erickson
- Maria Abrejera
- Eddie Aubrey
- Kerry Garberding
- Terry Robinson
- Angela Zold
- Candice Scaiola

Council will be interviewing the applicants at the workshop on September 8 with possible appointment on September 14.

**Recommended Action:**

**Motion for Consideration:**

**Budget Impact:**

**Alternatives:**



**TO:** Mayor Guier and City Council Members  
**FROM:** Richard Gould, City Administrator  
**MEETING DATE:** September 8, 2015  
**SUBJECT:** Adoption of Solid Waste Ordinance No. 2015-1906

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**ATTACHMENTS:** Solid Waste Ordinance No. 1906

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**Previous Council Review Date:** N/A

**Summary:** It has been determined that Chapter 8.04 of the Pacific Municipal Code, dealing with solid waste collection needs updating. A new Chapter 14.02 has been drafted to replace Chapter 8.04 to address the deficiencies in the existing code.

**Recommended Action:** Adopt the Solid Waste Ordinance No. 1906

**Motion for Consideration:** I move to adopt the Solid Waste Ordinance No. 1906 amending the Pacific Municipal Code, repealing Chapter 8.04 and adopting Chapter 14.02 regarding solid waste practices.

**Budget Impact:** None

**Alternatives:** Continue regulating solid waste under the existing Chapter 8.04 PMC which does not reflect current solid waste practices.

CITY OF PACIFIC, WASHINGTON  
ORDINANCE NO. 2015-1906

AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO SOLID WASTE, RECYCLABLES AND COMPOSTABLES, REQUIRING CITIZENS TO OBTAIN CONTAINERS FOR SOLID WASTE AND TO UTILIZE THE SOLID WASTE DISPOSAL SERVICE, ADDING DEFINITIONS, ESTABLISHING THE CHARGES FOR SOLID WASTE DISPOSAL; ESTABLISHING THE EFFECTIVE DATE FOR A NEW RATE INCREASE; REPEALING CHAPTER 8.04 OF THE PACIFIC MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 14.02 IN THE PACIFIC MUNICIPAL CODE RELATING TO SOLID WASTE.

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WHEREAS, the City's rates and charges for solid waste were included in resolutions, adopted as required by law; and

WHEREAS, the City desires to adopt a new chapter in the code to insert such rates and charges into an ordinance so that such rates and charges are codified; and

WHEREAS, certain sections of Chapter 8.04 in the Pacific Municipal Code relating to Garbage, ordained in 1972, do not reflect current operations for solid waste collection and need to be repealed; Now, Therefore,

IT IS HEREBY ORDAINED BY THE PACIFIC CITY COUNCIL AS FOLLOWS:

Section 1. Chapter 8.04 is hereby repealed from the Pacific Municipal Code.

Section 2. A new Chapter 14.02 is hereby added to the Pacific Municipal Code, which shall read as follows:

**CHAPTER 14.02  
SOLID WASTE COLLECTION**

**Sections:**

- 14.02.010 Definitions.**
- 14.02.020 Restrictions.**
- 14.02.030 Allowing Solid Waste to Accumulate.**
- 14.02.040 Notice to Remove Accumulated Solid Waste.**
- 14.02.050 Contract to Collect Solid Waste.**
- 14.02.060 Administration.**
- 14.02.070 Compliance Required.**

- 14.02.080 Container Required.**
- 14.02.090 Collection Frequency.**
- 14.02.100 Service – Recordkeeping.**
- 14.02.110 Charges.**
- 14.02.120 Reduced Rates for Low Income Senior Citizens and/or Low Income Disabled Customers.**
- 14.02.130 Failure to Pay.**
- 14.02.140 Violation – Penalty.**

**14.02.010 Definitions.** The following definitions shall be applied to the interpretation of the terms of this Chapter:

“Commercial premises” means all non-residential premises in the City, including businesses, institutions, governmental agencies and all other users of commercial-type Solid Waste collection services.

“Compostables” means all Yard Debris except sod with reinforcement netting, dirt, rocks and bricks; and all food waste including all paper products soiled with food waste and shredded paper.

“Commercial premises” means all non-residential premises in the City, including businesses, institutions, governmental agencies and all other users of commercial-type Solid Waste collection services.

“Curb or curbside” means on the homeowner’s property, within five feet of the public street without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident, convenient to the Solid Waste Contractor’s equipment and mutually agreed to by the City and Solid Waste Contractor.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones, paper which has been contaminated with food; fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper, but shall exclude any items which cannot be accepted for processing the Solid Waste Contractor’s third party compost processing facility.

“Garbage Can” means a container that is a water tight galvanized sheet metal or plastic container not exceeding 96 gallons. All containers shall be rodent and insect proof and kept in a sanitary condition at all times.

“Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“**RCRA**”) of

1976, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments (“**HSWA**”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

“Multi-Family Complex” means all multiple-unit residences with three (3) or more attached or unattached units, and billed collectively for Solid Waste collection Services.

“Private Road” means a privately-owned and maintained way that allows for access by a service truck and that serves multiple residences.

“Public Street” means a public right-of-way used for public travel, including public alleys.

“Recyclables” or “Recyclable Material” means the following:

- Aluminum cans
- Corrugated Cardboard
- Glass Containers
- Mixed Paper
- Newspaper
- Plastic Containers
- Poly-coated Cartons and Boxes
- Scrap Metal
- Tin Cans

“Scrap Metal” means ferrous and non-ferrous metals not to exceed two feet in any direction and thirty-five (35) pounds in weight per piece.

“Single-Family Residence” means all one-unit houses and mobile homes that are billed individually for Solid Waste collection services and located on a Public Street or Private Road.

“Solid Waste” means, other than Compostables, all putrescible and nonputrescible solid, semi-solid and liquid wastes, including residential garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes,

discarded home and industrial non-recyclable appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes but excluding Hazardous Waste.

"Solid Waste Collector" means the person or persons entering into contract with the city for the removal of refuse as provided by this chapter.

"Yard Debris" means leaves, grass and clippings of woody, as well as fleshy plants.

**14.02.020 Restrictions.**

A. It is unlawful for any person to burn, dump, collect, remove, or in any other manner dispose of solid waste upon any street, alley, public place or private property within the city otherwise than as provided in this chapter.

B. It is unlawful for any person to bury, burn or dump wastepaper, boxes, rubbish and debris, grass, leaves, weeds and cuttings from trees, lawns, shrubs and gardens, upon any street, alley, or public place in the city.

**14.02.030 Allowing Solid Waste to Accumulate.**

It is unlawful for any person, firm, company or corporation to allow solid waste or debris of any kind to accumulate on property which the person, company or corporation owns or leases or uses in the city, including the use of city property.

**14.02.040 Notice to Remove Accumulated Solid Waste.**

It shall be the duty of the Code Enforcement Officer, upon receiving notice of any dead animal, solid waste, or of any debris lying upon or accumulated upon or inside of any property located in the city, to notify the owner of the property or the person occupying the property to remove or have removed immediately the dead animal or accumulated solid waste or debris. Twenty-four hours after such notice has been given and such dead animal, animals, solid waste or debris, as the case may be, is not removed by the person responsible for the same, the Code Enforcement Officer may order the removal of the dead animal, animals, solid waste or debris, as the case may be, from the premises by duly authorized persons.

**14.02.050 Contract to Collect Solid Waste.**

A. The city may, in the discretion of the city council, contract every ten years or less with a private operator for the collection, removal and disposal of all garbage, waste, refuse and other like substances within the city limits, except for those areas subject to municipal contract for solid waste collection with a private operator.

B. Selection of a private operator may be accomplished through the solicitation of bids, proposals, or such other means as the city council deems appropriate to secure a qualified operator.

C. Each selected operator shall furnish a corporate surety bond to the city in an appropriate amount determined by the Director of Public Works, conditioned upon the faithful performance of the contract and compliance with all ordinances of the city and all rules, regulations and matters relating to the maintenance of any dump or sanitary fill.

**14.02.060 Administration.** The Director of Public Works is authorized and directed to administer this solid waste and recyclable material collection system.

**14.02.070 Compliance Required.** The City has a system of universal compulsory solid waste, compost and recyclable material collection. Every person in possession, charge, or control of any single-family residence or multi-family complex shall be charged for solid waste, compost and recyclable material collection at the rates specified in this chapter, for the level of service selected by the person, whether such person uses such service or not. Every person in possession, charge or control of commercial premises shall be charged for solid waste collection at the rates specified in this chapter. If any person chooses not to use such service, he/she shall be charged for the service of checking to see whether he or she has solid waste, compost and recyclable material to be collected.

**14.02.080 Container Required.** Every person in possession, charge or in control of any single family residence, multi-family complex or commercial premises where solid waste and/or recyclable materials are created or accumulated, to at all times keep or cause to be kept garbage cans in which to deposit the solid waste and/or recyclable materials. The Solid Waste Collector shall provide each single-family premises and residents in appropriate multi-family premises with one garbage can for garbage, one can for recyclables and one can for compostables.

**14.02.090 Collection Frequency.** The solid waste collector shall collect Solid Waste from the residences on a weekly basis and Recyclables and Compostables from residences on an every-other-week basis on alternating weeks. Solid waste shall be collected from multifamily and commercial properties on a weekly basis. All garbage cans shall be set out at the curb for collection, on the appropriate day and by the appropriate time established by the solid waste collector for collection.

**14.02.100 Service – Recordkeeping.** The solid waste collector shall maintain accurate records of the types of services and solid waste charges for premises within the City.

**14.02.110 Charges.**

A. The Solid Waste Collector shall be responsible for billing and collection of all charges, fees and taxes for the collection of Solid Waste, Recyclables and Compostables. Billing cycles shall not exceed quarterly collection. The Solid Waste Collector shall notify all affected persons of the billing frequency.

B. The Solid Waste charges to be imposed for each type of service are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

C. The Solid Waste Collector shall propose any changes to Solid Waste charges at least 45 days prior to the effective date of the change, and shall notify all affected customers at least 45 days prior to the effective date of the change.

**14.02.120 Reduced Rates for Low Income Senior Citizens and/or Low Income Disabled Customers.**

Any full-time occupant responsible for the payment of a city solid waste billing shall be granted a 15 percent discount from the otherwise applicable rate if the person is at least 62 years of age, and/or is 18 years of age or older and has been awarded in writing a 50 percent or higher disability rating from any state of Washington and/or federal agency/program, and meets the low-income guidelines as determined by the U.S. Department of Housing and Urban Development (HUD) for taxable household income and has properly filled out an application as required requesting such reduction. Staff is directed to establish and implement a review/re-application process to ensure the integrity of those accounts receiving the discount.

**14.02.130 Failure to Pay.** Upon failure to pay such charges and upon delinquency, the amount thereof shall become a lien against the property for which the solid waste collection service is rendered. Pursuant to RCW 35A.21.150, the City may exercise the powers relating to the imposition and foreclosure of liens in chapter 35.67 RCW.

**14.02.140 Violation – Penalty.** Any person violating any of the provisions of this chapter commits a civil infraction. The procedures for issuance of a notice of infraction, hearings, assessment and payment of monetary penalties shall be in accordance with the provisions of Chapter 7.80 RCW, adopted by reference, including any future amendments, additions thereto and repeals thereof, and incorporated herein by this reference as if set forth in full.

Section 3. Effective Date of Charges. The City shall provide notice of the charges in this Ordinance as provided in RCW 35A.21.152. The notice may be mailed to each affected ratepayer or published once a week for two consecutive weeks in a newspaper of general circulation in the collection area. The notice

shall be available to affected ratepayers at least forty-five (45) days prior to the proposed effective date of the rate increase.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Effective Date. This Ordinance, excluding the Charges in Section 14.02.110, shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of Pacific this 14<sup>th</sup> day of September, 2015.

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Leanne Guier, Mayor

AUTHENTICATED:

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Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:  
Office of the City Attorney

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Carol Morris, City Attorney

PUBLISHED:  
EFFECTIVE DATE:

## EXHIBIT A

### SERVICE RATE SCHEDULE

City of Pacific  
Service Rate Schedule - page 1 of 2 -  
Waste Management

	Service Level	New Service Rates			
		Disposal Fee	Collection Fee	Total Service Fee	
<b>Weekly Residential Curbside Service</b> (includes embedded Recycling & Yard/Food Waste collected EOW)	1 - 10 gal, Micro Can	\$ 1.31	\$ 9.35	\$ 10.66	
	1 - 20 gal, Cart (35 gallon Cart with 20 gal insert)	\$ 2.61	\$ 11.47	\$ 14.08	
	1 - 35 gal Cart	\$ 4.57	\$ 18.98	\$ 23.55	
	1 - 64 gal Cart	\$ 9.14	\$ 30.12	\$ 39.26	
	1 - 96 gal Cart	\$ 13.70	\$ 37.25	\$ 50.95	
	Extra solid waste, bags/cans/boxes (32/35 gallon equivalent)	\$ 1.05	\$ 5.77	\$ 6.82	
	Additional Yard/Food Carts each (second cart and more)		\$ 6.50	\$ 6.50	
	<b>Miscellaneous Services</b>				
	Return Trip		\$ 7.00	\$ 7.00	
	Carry-out surcharge per month (one fee for MSW, REC, YDW)		\$ 1.20	\$ 1.20	
	Overweight Cart (per p/u)		\$ 5.75	\$ 5.75	
	Clean/Deodorize Cart + Redelivery		\$ 32.80	\$ 32.80	
	Redelivery Charge of carts		\$ 17.80	\$ 17.80	
	Lost Cart Charge if unable to retrieve from customer. Charge reversed if Cart is subsequently retrieved within 45-days after charge is applied		\$ 55.00	\$ 55.00	
	<b>Temporary (90-days or less) Container Service Solid Waste (All Customers)</b>	<b>Temporary Detachable Container Service Solid Waste - per pick up</b>			
Temporary 1 Yard Container		\$ 7.57	\$ 22.05	\$ 29.62	
Daily Rent			\$ 1.20	\$ 1.20	
Delivery Fee			\$ 79.80	\$ 79.80	
Temporary 2 Yard Container		\$ 15.15	\$ 34.82	\$ 49.97	
Daily Rent			\$ 1.30	\$ 1.30	
Delivery Fee			\$ 79.80	\$ 79.80	
Temporary 3 Yard Container		\$ 22.72	\$ 44.95	\$ 67.67	
Daily Rent			\$ 1.40	\$ 1.40	
Delivery Fee			\$ 79.80	\$ 79.80	
Temporary 4 Yard Container		\$ 30.30	\$ 56.48	\$ 86.78	
Daily Rent			\$ 1.45	\$ 1.45	
Delivery Fee			\$ 79.80	\$ 79.80	
Temporary 6 Yard Container		\$ 45.45	\$ 71.55	\$ 117.00	
Daily Rent			\$ 1.80	\$ 1.80	
Delivery Fee		\$ 79.80	\$ 79.80		
Temporary 8 Yard Container	\$ 60.59	\$ 91.68	\$ 152.27		
Daily Rent		\$ 2.00	\$ 2.00		
Delivery Fee		\$ 79.80	\$ 79.80		
<b>Weekly Collection Commercial/ Multi-family Solid Waste Service (MultiFamily includes Embedded Cart Recycling collected EOW)</b>	<b>Commercial and Multi-family Service</b>				
	1 - 35 gal Cart	\$ 5.20	\$ 21.88	\$ 27.08	
	1 - 64 gal Cart	\$ 10.40	\$ 31.46	\$ 41.86	
	1 - 96 gal Cart	\$ 15.60	\$ 37.57	\$ 53.17	
	1 - 1 yard container	\$ 32.82	\$ 76.45	\$ 109.27	
	1 - 1.5 yard container	\$ 49.23	\$ 100.62	\$ 149.85	
	1 - 2 yard container	\$ 65.64	\$ 120.71	\$ 186.35	
	1 - 3 yard container	\$ 98.47	\$ 155.81	\$ 254.28	
	1 - 4 yard container	\$ 131.29	\$ 195.80	\$ 327.09	
	1 - 6 yard container	\$ 196.93	\$ 248.05	\$ 444.98	
	1 - 8 yard container	\$ 262.57	\$ 317.83	\$ 580.40	
	Extra solid waste, per each 32/35-gal. Equivalent	\$ 1.20	\$ 9.13	\$ 10.33	
	Extra solid waste, per yard	\$ 7.57	\$ 10.02	\$ 17.59	
	<b>Miscellaneous Services</b>	Return Trip, per pick up		\$ 17.30	\$ 17.30
		Relocate Container Charge while driver on site.		\$ 25.00	\$ 25.00
Carry-out surcharge per month, per cart			\$ 1.20	\$ 1.20	
Roll-out Container more than 5 feet, but less than 25 feet per pick up			\$ 3.60	\$ 3.60	
Roll-out Container over 25 feet, the charge will be the charge for 25 feet plus \$0.50 per increment of 5 feet per pick up			\$ 4.30	\$ 4.30	
Overage/Clean up Service, per yard + extra solid waste charge per yard			\$ 25.00	\$ 25.00	

Gate Opening/Closing, per pick up		\$ 3.70	\$ 3.70
Unlock/Lock container, per pick up		\$ 3.70	\$ 3.70
Redelivery Fee, per delivery		\$ 79.80	\$ 79.80
Steam Cleaning per yard + Redelivery Fee per container		\$ 3.00	\$ 3.00

**City of Pacific**  
**Service Rate Schedule - page 2 of 2 -**  
**Waste Management**

	Service Level	New Service Rates		
		Disposal Fee	Collection Fee	Total Service Fee
<b>Will Call/ Special Pick up Commercial/ Multi-Family Solid Waste Service</b>	<b>Commercial and Multi-family Service</b>			
	1 - 35 gal Cart	\$ 1.20	\$ 6.31	\$ 7.51
	1 - 64 gal Cart	\$ 2.40	\$ 9.08	\$ 11.48
	1 - 96 gal Cart	\$ 3.60	\$ 10.84	\$ 14.44
	1 - 1 yard container	\$ 7.57	\$ 22.06	\$ 29.63
	1 - 1.5 yard container	\$ 11.36	\$ 29.03	\$ 40.39
	1 - 2 yard container	\$ 15.15	\$ 34.82	\$ 49.97
	1 - 3 yard container	\$ 22.72	\$ 44.95	\$ 67.67
	1 - 4 yard container	\$ 30.30	\$ 56.48	\$ 86.78
	1 - 6 yard container	\$ 45.45	\$ 71.55	\$ 117.00
	1 - 8 yard container	\$ 60.60	\$ 91.68	\$ 152.28
<b>Yard/Food Waste</b>	1 - 96 gal. Cart, collected Every-other-Week		\$ 18.28	\$ 18.28
	<b>Permenant Solid Waste Service</b>			
	<b>Compactor &amp; Non-Compacted Roll-Off, Boxes</b>			
<b>Permenant Service Compactor/□ Roll-Off Boxes</b>	10 - 40 yard, per Round Trip Haul			\$ 196.28
	10 yard Roll-off box, Monthly Rent			\$ 42.62
	20 yard Roll-off box, Monthly Rent			\$ 57.66
	30 yard Roll-off box, Monthly Rent			\$ 70.20
	40 yard Roll-off box, Monthly Rent			\$ 83.99
	Disposal charge per ton (125% of current King County tipping fees)	\$ 150.21		
	<b>Temporary Solid Waste Service (Less than 90-days)</b>			
	<b>Compactor &amp; Non-Compacted Roll-Off, Boxes</b>			
<b>Temporary Service Compactor/□ Roll-Off Boxes</b>	10 - 40 yard, per Round Trip Haul			\$ 235.54
	10 yard Roll-off box, Daily Rent			\$ 1.42
	20 yard Roll-off box, Daily Rent			\$ 1.92
	30 yard Roll-off box, Daily Rent			\$ 2.34
	40 yard Roll-off box, Daily Rent			\$ 2.80
	Delivery Charge			\$ 79.80
	Disposal charge per ton (125% of current King County tipping fees)	\$ 150.21		
<b>Miscellaneous Services</b>	Return Trip		\$ 42.60	\$ 42.60
	Connect/Disconnect Fees on compactors - per haul		\$ 22.20	\$ 22.20
	Additional Mileage Charge per mile - applies to hauls over 5 miles		\$ 4.40	\$ 4.40
	Turn-Around (dirver must turn container/compactor around in order to haul)		\$ 23.60	\$ 23.60
	Relocate Charge while driver on site. Customer requested		\$ 25.00	\$ 25.00
	Steam Cleaning/Pressure Washing per yard + Delivery Charge		\$ 3.00	\$ 3.00
	Stand-by Time per minute (over 5 minute wait)		\$ 1.82	\$ 1.82



Agenda Bill No. 15-122

**TO:** Mayor Guier and City Council Members  
**FROM:** Richard Gould, City Administrator  
**MEETING DATE:** September 8, 2015  
**SUBJECT:** Solid Waste Contract Findings of Fact

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**ATTACHMENTS:**

- Solid Waste Collection Contract Findings of Fact

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**Previous Council Review Date:** N/A

**Summary:** The City of Pacific issued a Request for Proposals on April 3, 2015. Two submittals were received, Waste Management, Inc., and DM Disposal/Murrey's Disposal, Inc. After careful review, Waste Management was selected as the finalist. A public hearing was held on July 27, 2015 and continued to August 10, 2015, to receive public comment regarding the solid waste collection contract with Waste Management.

Part of the process of selecting a solid waste carrier is for the City Council to adopt Findings of Fact regarding the RFP and selection process.

The attached findings of fact need to be adopted by motion of the City Council.

**Recommended Action:** Adopt the findings of fact.

**Motion for Consideration:** "I move to adopt the findings of fact from the Solid Waste Public Hearing regarding the solid waste collection contract with Waste Management."

**Budget Impact:**

**Alternatives:**

**CITY OF PACIFIC, WASHINGTON**  
**SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS**  
**SUPPLEMENTAL FINDINGS**

**I. Background**

These Findings supplement and incorporate information provided in the Findings adopted by the City Council on July 13, 2015. Since that time, DM Disposal/Murrey's Disposal, Inc (Murrey's) submitted documentation, spreadsheets and an *Independent Accountant's Report on Agreed-Upon Procedures* prepared by McGladrey, LLC, dated July 6, 2015 (McGlandrey Report), in support of their assertion that their bid for solid waste collection and recycling services was approximately \$1.9M less over the 10-year contract than the other bidder, Waste Management, Inc. Waste Management, Inc., also provided a spreadsheet to analyze the assertion.

Richard Gould, Pacific City Administrator, prepared a Solid Waste Services Agreement Financial Analysis dated July 22, 2015 (Staff Financial Analysis) to review Murrey's assertion. That report concluded that the data used to support the assertion lacked consistency and therefore credibility, due to the variance percentages from the numerous sources provided and the potential of the recycling savings for the business community was not factored into the comparisons with Waste Management. It also concluded that while some businesses may see an increase in their rates under the new agreement, the majority of the customers in the City will see decreases as is reflected in the utility taxes and franchise fees projected losses to the General Fund of nearly \$420K over the life of the contract (10 years).

Resolution 2015-270 authorizes the Mayor to enter into a contract with Waste Management, Inc., for solid waste and recycling collection services. The Council approved Resolution 2015-270 on August 10, 2015.

**II. Public Hearing**

On August 10, 2015, the City held an additional public hearing to hear comments regarding the solid waste collection contract with Waste Management. The following summarizes the comments:

Mr. Don Thomson, 2<sup>nd</sup> Avenue South, Pacific, stated the comparisons are done well but he has an issue with a ten-year contract. Additionally, he has an issue with third-party recycling and inquired if a citizen can opt out of recycling/composting. He stated the franchise fee doesn't include profits made by the contractor from compost or recyclable sales and inquired why the city doesn't receive three percent of the fees for that. The contract is bad for the City, citizens, and businesses, it's only good for the contract. He urged Council to vote against the contract and stated a ten-year obligation should go before citizens for a vote.

Ms. Laura Moser, Waste Management, Auburn, WA, stated Waste Management is ready and able to provide service by October 5, 2015. She was in attendance hoping for a positive Council vote on the contract.

City Clerk Amy Stevenson-Ness read a letter from Steven Gordon, President, Gordon Trucking, Inc. and Valley Freightliner, Inc. in support of Murrey's Disposal and urged Council to vote to retain Murrey's Disposal Service in Pacific.

### **III. Findings**

Based on a review of the information provided to date, including the RFP, McGlandrey Report, Financial Analysis, City staff and public comment, the City finds that:

- Murrey's assertion that their bid is \$1.9M less over 10 years than the Waste Management bid is not credible due to inconsistencies in data provided and ambiguity with respect to potential recycling savings.
- Financial impact was only one of several evaluation criteria considered by the Solid Waste Committee.
- It is in the best interest of the City to proceed with the solid waste collection franchise contract with Waste Management.

FINDINGS BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF SEPTEMBER 14, 2015.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, City Clerk

Approved as to form:

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Carol Morris, City Attorney



Agenda Bill No. 15-123

**TO:** Mayor Guier and City Council Members  
**FROM:** Lance Newkirk, Public Works Manager  
**MEETING DATE:** September 8, 2015  
**SUBJECT:** Municipal Code Update (Chapter 13.16 – Street and Alley Vacations)

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**ATTACHMENTS:** Ordinance 2015-1907

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**Previous Council Review Date:** N/A

**Summary:** After City Attorney review of Pacific Municipal Code Chapter 13.16 it was discovered that current code is not consistent with state law (RCW 35.79.030). As a result, Chapter 13.16 needs to be updated in order to be consistent with state law. Therefore, the attached ordinance brings the City into conformance with state law in regards to street vacations.

**Recommendation/Action:** Staff recommends Council approve Ordinance No. 2015-1907. AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO VACATION OF STREETS, ALLEYS, PUBLIC PLACES OR PORTIONS THEREOF, DESCRIBING THE PROCESS FOR PETITIONING THE COUNCIL FOR A STREET VACATION, INCLUDING THE REQUIREMENT FOR AN APPRAISAL, NOTICE OF THE PUBLIC HEARING, THE LEGISLATIVE FACTORS INVOLVED IN THE DECISION TO VACATE, PROCEDURE FOR THE PUBLIC HEARING, DESCRIBING CONDITIONS THAT MAY BE PLACED ON A VACATION, DESCRIBING THE METHOD OF COMPENSATION FOR VACATIONS, LIMITING VACATIONS OF WATERFRONT STREETS, RECORDING OF THE VACATION ORDINANCE, AND REPEALING AND REENACTING CHAPTER 13.16 TO THE PACIFIC MUNICIPAL CODE.

**Motion for Consideration:** Move to approve Ordinance No. 2015-1907, AND REPEAL AND REENACT CHAPTER 13.16 TO THE PACIFIC MUNICIPAL CODE IN ORDER TO CONFORM WITH STATE LAW PERTAINING TO STREET VACATIONS.

**Budget Impact:** No budget impact.

**Alternatives:** None.

CITY OF PACIFIC, WASHINGTON  
ORDINANCE NO. 2015-1907

AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO VACATION OF STREETS, ALLEYS, PUBLIC PLACES OR PORTIONS THEREOF, DESCRIBING THE PROCESS FOR PETITIONING THE COUNCIL FOR A STREET VACATION, INCLUDING THE REQUIREMENT FOR AN APPRAISAL, NOTICE OF THE PUBLIC HEARING, THE LEGISLATIVE FACTORS INVOLVED IN THE DECISION TO VACATE, PROCEDURE FOR THE PUBLIC HEARING, DESCRIBING CONDITIONS THAT MAY BE PLACED ON A VACATION, DESCRIBING THE METHOD OF COMPENSATION FOR VACATIONS, LIMITING VACATIONS OF WATERFRONT STREETS, RECORDING OF THE VACATION ORDINANCE, AND REPEALING AND REENACTING CHAPTER 13.16 TO THE PACIFIC MUNICIPAL CODE.

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WHEREAS, the effect of the dedication to the public of street in plats is to grant an easement for purposes of public travel (RCW 58.08.050, 58.08.015, *Burmeister v. Howard*, 1 Wash. Terr. 207 (1867)); and

WHEREAS, owners of an interest in real estate abutting a street or alley that has been dedicated in this manner may petition the City Council to vacate the easement for public travel (chapter 35.79 RCW); and

WHEREAS, the City existing street vacation procedure in chapter 13.16 is outdated and must be revised to conform to chapter 35.79 RCW; and

WHEREAS, the SEPA Responsible Official has determined that this Ordinance is categorically exempt under SEPA, WAC 197-11-800(19) as a program relating solely to governmental procedures and containing no substantive standards respecting use or modification of the environment; and

WHEREAS, the City Council considered this ordinance during its regular meeting of September 14, 2015; Now, Therefore,

IT IS HEREBY ORDAINED BY THE PACIFIC CITY COUNCIL AS FOLLOWS:

Section 1. Pacific Municipal Code 13.16, as currently enacted, is hereby repealed.

Section 2. A new chapter 13.16 is hereby added to the Pacific Municipal Code, which shall read as follows:

**CHAPTER 13.16**

## **STREET AND ALLEY VACATIONS.**

### **Sections:**

- 13.16.010 Petition for vacation.**
- 13.16.020 Petition fees.**
- 13.16.030 Appraisals.**
- 13.16.040 Notice of hearing.**
- 13.16.050 Hearing.**
- 13.16.060 Compensation.**
- 13.16.070 Vacation of waterfront streets.**
- 13.16.080 Recording.**

### **13.16.010 Petition for vacation.**

A. Petitions. The owners of an interest in real estate abutting upon any street, alley, public place or portion thereof created by easement may petition the City Council for a vacation of such area. The petition shall include a description of the property to be vacated, as prepared by a licensed surveyor. In addition, the petitioners shall provide evidence that the public has an easement upon such street or alley (and that the property is not owned in fee by the City). The petition shall be filed with the City Clerk.

B. Council Resolution. The City Council may propose a vacation of a street, alley, public place or portion thereof, without requiring that the abutting property owners make payment to the City for such vacation, where:

1. The street, alley or public place was not acquired at public expense;
2. The City Council determines that the street, alley or public place is not needed for public travel now or in the foreseeable future; and
3. The City's maintenance or upkeep of the street, alley or public place is unrelated to any use of the street, alley, or public place for public travel.

C. Notice of Proposed Vacation. If the petition is signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, or after the City Council's own motion and Resolution for a vacation, the City Council shall adopt a Resolution fixing a time when the petition will be heard and determined. The time set for hearing shall not be more than 60 days nor less than 20 days after the date of the passage of the Resolution.

**13.16.020 Petition fees.**

A. Prehearing fee. Every petition for the vacation of any street, alley or public place, or any portion thereof, shall be accompanied by a nonrefundable fee, as established by the City Council in its fee resolution. This fee is for the purpose of defraying the administrative costs associated with the processing of the vacation petitions.

B. Appraisal fee. If the City Council passes a Resolution as described in Section 13.16.010(C) setting the date for a public hearing, the petitioner shall deposit sufficient funds to cover the City's estimated cost of a full appraisal of the subject street, alley, public place or portion thereof to be vacated. In the event that the appraisal cost is less than the amount deposited, the vacation compensation paid by the petitioner to the City shall be reduced by the difference between the deposit and the actual cost, or, in the alternative, such difference shall be refunded. In the event the actual cost of the appraisal is more than the amount deposited, the vacation compensation payable to the City by the petitioner shall be increased by the difference between the deposit and the actual appraisal cost.

**13.16.030 Appraisals.**

A. If the City Council passes the Resolution described in Section 13.16.010(C), the public works director is authorized to obtain appraisals from qualified, independent appraisers for the fair market value of such streets, alleys or public places. The director is also authorized to obtain appraisals from qualified, independent real estate appraisers for the fair market value of alternate right-of-way land proposed to be granted or dedicated to the City in lieu of a cash payment, as described in Section 13.16.060. For appraisals of alternate right-of-way land, an additional appraisal deposit fee shall be paid for the appraisal of such property.

B. After the appraisal has been performed, the public works director shall notify the petitioner of the amount of compensation required, based on the criteria in Section 13.16.060, deducting therefrom any remaining appraisal fee deposit. The payment shall be delivered by the property owner(s) to the Finance Director for deposit.

**13.16.040 Notice of Hearing.**

A. Notice to be Provided. Upon the passage of the Resolution described in Section 13.16.010, the City Clerk shall give 20 days' notice of the pendency of the petition by a written notice posted in three of the most public places in the City (Algona-Pacific Library, City Hall Notice Board and City website), and a like notice in a conspicuous place on the street, alley or public place sought to be vacated and City website.

B. Elements of Notice when Petition Initiated by Abutters. The notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed by the City Council for the hearing on the petition. The notice will state that the Council shall hold a public hearing on the proposed vacation in the manner required by this Chapter. In addition, the notice posted on the alley or street proposed to be vacated shall indicate that such area is public access, that it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or submit written testimony to the City Council indicating his or her objection prior to such hearing.

C. Elements of Notice when Petition initiated by City Council. When the proceeding is initiated by Resolution of the City Council without a petition having been signed by the abutting property owners of more than two-thirds of the abutting property owners, the City Clerk shall provide by mail, the notice described in Section 13.16.004(B) above, at least fifteen days before the date fixed for the hearing, to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street, alley or any part thereof sought to be vacated, as shown on the rolls of the county treasurer, directed to the address thereon shown.

### **13.16.050 Hearing.**

A. Objections – Council Prohibited from Proceeding. If fifty (50) percent of the owners of property abutting the street, alley, public place or portion thereof subject to the vacation petition or Council Resolution for vacation file written objections to the proposed vacation with the City Clerk, prior to the time of the public hearing, the City shall be prohibited from proceeding with the vacation.

B. Staff Report. The staff shall prepare a report and recommendation on the proposed vacation, which shall include: (1) the history of private and public use of the area sought to be vacated, including the type of use (pedestrian, vehicular, etc.) and length of time such use has occurred; (2) a description of the manner in which the area sought to be vacated was acquired (whether by dedication, public expense, etc.); (3) a description of all utilities or other public services that currently utilize the area sought to be vacated, whether by easement or otherwise; (4) the staff's recommendation on the functionality of the area sought to be vacated for public purposes; (5) references to any planning document, such as the City's Comprehensive Plan, the Transportation Element of the Comprehensive plan, the 6-Year Road Plan or the Capital Facilities Element of the Comprehensive Plan that mention the area sought to be vacated for any purpose; (6) the staff's recommendation whether the area sought to be vacated will be needed in the future as part of the City's transportation system (pedestrian, bicycle or vehicular).

C. Hearing. The City Council shall hold a public hearing on the proposed vacation and consider the written recommendations of staff, abutters, the public and all testimony provided at the hearing. The City Council shall whether the public interest is served by such vacation and either grant the vacation or deny it. Written findings and conclusions shall be adopted by the Council to support its decision.

D. Ordinance. If the City Council decides to grant a vacation petition, the Ordinance granting such vacation may provide that it shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate the City for such vacation as provided in Section 13.16.060. The Ordinance may be conditioned on the retention of easements by the City or other public service/utility providers, as described in Section 13.16.060(E)

**13.16.060 Compensation.** Ordinances vacating any street, alley, public place or portion thereof shall not be adopted by the City Council until the owners of the property abutting such area shall compensate the City in the amount required by this Section.

A. If the street, alley, public place or portion thereof has **not** been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property to be vacated was **not** acquired at public expense, the owners of property abutting the street shall compensate the City in an amount that does not exceed one-half of the appraised value of the street.

B. If the street, alley, public place or portion thereof has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property to be vacated was acquired at public expense, the City may require the owners of the property abutting the street to compensate the City in an amount that does not exceed the full appraised value of the area vacated.

C. The full fair market value, as shown on the appraisal, shall be paid upon vacation of any streets, alleys or public places abutting upon bodies of water.

D. In-Lieu Transfers of Property. Conveyances of other property acceptable to the City may be made in lieu of the payment required by this Section, whether required to mitigate adverse impacts of the vacation or otherwise. When such a transfer is proposed for street purposes, the value of the property (as determined in subsections A, B or C above shall be credited to the required payment. When the value of the in-lieu parcel is less than the payment required by subsection A, B or C of this Section, the petitioner shall pay the difference to the City. When the value of the in-lieu parcel exceeds the payment required by subsections A, B or C of this Section, the City shall pay the difference to the petitioner. In addition, the petitioner shall be responsible for all costs associated with this transfer, in the same manner as a property purchase,

including but not limited to, title insurance, attorney review of the title, hazardous materials/waste testing, etc.

E. Vacations of Streets subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute). The City Council's adoption of a vacation ordinance for those streets and alleys subject to the 1889-1890 Laws of Washington, Chapter 19, Section 32 (non-user statute) shall not require compensation by the abutting owners. However, the property owners initiating such vacation shall pay the City's administrative fees relating to research and processing of the vacation request.

F. The ordinance may provide that the City shall retain an easement or the right to exercise and grant easements with respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

G. Use of Proceeds. One-half of the revenue received by the City as compensation for the area vacated must be dedicated to the acquisition, improvement, development and related maintenance of public open space or transportation capital improvements in the City.

**13.16.070 Vacation of waterfront streets.**

A. The City shall not vacate any street or alley if any portion of the street or alley abuts a body of fresh or salt water unless:

1. The vacation is sought to enable the City to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;

2. The City Council adopts a Resolution which declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation or education; or

3. The vacation is sought to enable the City to implement a plan, adopted by resolution or ordinance, that provides a comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

B. Before adopting a resolution vacating a street or alley under subsection (A)(2) of this Section, the City shall:

1. Compile an inventory of all rights-of-way within the City that abut the same body of water that is abutted by the street or alley sought to be vacated;

2. Conduct a study to determine if the street or alley to be vacated is suitable for use by the City for any of the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation or education;

3. Hold a public hearing on the proposed vacation in the manner required by this Chapter, where in addition to the normal requirements for publishing notice, notice of the public hearing is posted conspicuously on the street or alley sought to be vacated, which posted notice indicates that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official prior to the hearing, indicating his or her objection; and

4. Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under B(2) of this subsection, and that the vacation is in the public interest.

C. No vacation shall be effective until the fair market value has been paid for the street or alley or portion thereof to be vacated. Monies received from the vacation may be used by the City only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

**13.16.080 Recording.** Posting and mailing of the notices described in this Chapter shall be the responsibility of the City Clerk. As required by RCW 35.79.030, a certified copy of the ordinance vacating the street, alley, public place or portion thereof shall be recorded by the City Clerk with the Office of the King County Records and Elections, after all fees and the value of the property, as determined in Section 13.16.060 have been paid to the City.

**Section 2. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 3. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 4. Effective Date.** This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Leanne Guier, Mayor

AUTHENTICATED:

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Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Carol Morris, City Attorney

PUBLISHED:  
EFFECTIVE DATE:



Agenda Bill No. 15-283

**TO:** Mayor Guier and City Council Members

**FROM:** Public Works

**MEETING DATE:** September 14, 2015

**SUBJECT:** Transportation Improvement Board (TIB) – Grant Application for Milwaukee Boulevard Improvements

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**ATTACHMENTS:** Resolution 2015-283  
Grant Application

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**Previous Council Review Date:** N/A

**Background:** Pursuant to RCW 35.77.010, the City is required to maintain a perpetual advanced Six-Year Transportation Improvement Plan (TIP). Maintenance of this plan requires that the City conduct an annual review of its Six-Year TIP to assure that it is consistent with the City's Comprehensive Plan and the Transportation Element of the Comprehensive Plan.

Prior to taking action to confirm the TIP, state law requires that a public hearing be conducted. The city's public hearing was held on June 22, 2015 and the 2016-2021 TIP was adopted by Resolution No. 2015-265. A copy of the 2016-2021 TIP amendments accompanies this agenda bill.

Projects on the adopted City TIP are eligible to receive Federal and State transportation funding. Because road preservation is on the adopted Six-Year TIP it is eligible to pursue grant funding through the TIB 2015 Arterial Preservation program. The 2015 TIP includes \$1,300,000 for the Milwaukee Boulevard Improvements, from Ellingson Road to 5<sup>th</sup> Avenue South. This includes a city match of \$222,000.

Under RCW 36.70A.120, the City is required to perform its activities and make capital budget decisions in conformity with its comprehensive plan. The City's adopted capital facilities plan (CFP) shows that the City has budgeted \$850,000 in 2012-2013. The loss of a past Federal Grant has postponed the project. The proposed project is a portion of the full CFP project.

**Summary:** Previous Resolution No. 2015-279 needs to be repealed in order to correct the dollar amounts listed in the grant application.

City staff recommends that the City submit an Urban Arterial Grant request is for funds to repair and improve the Milwaukee Boulevard corridor between 3<sup>rd</sup> Avenue South and 5<sup>th</sup> Avenue South in the amount of \$480,440, with the City providing matching funds of \$86,632. There are two segments listed in the application: Butte Avenue to Pacific Avenue and

Interurban Trail to Chicago Boulevard. The project cost to complete the construction is approximately \$567,072.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2015-283.

**Motion for Consideration:** Move to approve Resolution No. 2015-283, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, A REPEALING RESOLUTION NO. 2015-279, OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT BOARD GRANT APPLICATION FOR MILWAUKEE BOULEVARD IMPROVEMENTS; AMENDING THE ESTIMATED COSTS OF THE PROJECT.

**Budget Impact:** The project cost to complete the construction is approximately \$567,072. The local match funded by Pacific (\$86,632 from storm and street funds).

**Alternatives:** Deny this application and either not submit to TIB or prepare a new application for a different project.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2015-283**

**A RESOLUTION REPEALING RESOLUTION NO. 2015-279, OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT BOARD GRANT APPLICATION FOR MILWAUKEE BOULEVARD IMPROVEMENTS; AMENDING THE ESTIMATED COSTS OF THE PROJECT.**

**WHEREAS** the Transportation Improvement Board (TIB) is accepting applications for their FY 2015 grant programs; and

**WHEREAS** Staff proposes to submit a grant application for the Urban Arterial Program (UAP) to construct improvements including: pavement, sidewalks and ADA curb ramps at various locations on Milwaukee Boulevard from 3<sup>rd</sup> Avenue South to 5<sup>th</sup> Avenue South; and

**WHEREAS**, on August 3, 2015, the City staff proposed to the City Council that it authorize the City staff to submit a grant application, showing the estimated costs of the proposed project, which estimated costs were erroneous; and

**WHEREAS**, on August 10, 2015, the City Council passed Resolution No. 2015-279, which authorized the City staff to submit a grant application for the proposed project in the erroneous amounts; and

**WHEREAS** the correct estimated costs of the proposed projects are:

**TIB Urban Sidewalk Program - Milwaukee**

<b>Project Cost:</b>	<b>\$ 567,072</b>
<b>TIB Ask:</b>	<b>\$ 480,440</b>
<b>City Match:</b>	<b>\$ 86,632</b>

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

Section 1. Resolution No. 2015-279 is hereby repealed and of no effect.

Section 2. The Pacific City Council hereby authorizes the City staff to submit a grant applications to the Transportation Improvement Board (TIB) for consideration of funding of the project proposals known as the Urban Arterial Program (UAP) – Milwaukee Boulevard for the amounts shown above.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF PACIFIC

\_\_\_\_\_  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY



**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** September 10, 2015  
**SUBJECT:** Stewart Road Change Order 8 – Stewart Road

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**ATTACHMENTS:** Resolution No. 2015-284  
 Change Order Proposal

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**Previous Council Review Date:**

**Summary:** The City of Pacific Council previously authorized expenditures in the amount of \$2,941,126.61 with ICON Materials for Stewart Road / Thornton Avenue Improvements Project, Bid No. TR0903 for roadway reconstruction per plans and specifications developed by Skillings Connolly. The City of Pacific has authorized Change Order No. 1 – 7 in the amount of \$131,092.10 increasing the contract to \$3,072,218.71.

The construction of the stormwater outfall was impeded by the location of a buried power line. The power line was deeper than shown on the construction plans and in direct conflict with the location of the stormwater pipe. The buried power line did not have adequate extra length to be easily relocated out of the stormwater outfall area.

The contractor was required to make multiple excavations to permit the Puget Sound Energy to modify the buried power line. The added time and materials required to complete the installation of the stormwater outfall, due to this conflict were recorded by the construction management firm. Credits were applied for time and materials not required to complete the field revised outfall project.

The required contractor change will increase the cost of construction by approximately \$51,976.59, increasing the contract amount to \$3,124,195.30.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2015-284.

**Motion for Consideration:** Move to approve Resolution No. 2015-284, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 8 TO THE STEWART ROAD CONTRACT WITH ICON MATERIALS FOR OUTFALL CONFLICT RESOLUTION

**Budget Impact:** \$51,976.59. A portion of these costs may be recoverable from Puget Sound Energy.

**Alternatives:** None.

**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2015 -284**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 8 TO THE STEWART ROAD / THORNTON AVENUE IMPROVEMENT PROJECT, INCREASING THE CONTRACT AMOUNT BY \$51,976.59.

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**WHEREAS**, the City of Pacific Council previously authorized expenditures in the amount of \$2,941,126.61 with ICON Materials for Stewart Road / Thornton Avenue Improvements Project, Bid No. TR0903 for roadway reconstruction per plans and specifications developed by Skillings Connolly; and

**WHEREAS**, the City of Pacific authorized Change Order No. 1 for Stormwater Pond Fencing Modifications in the amount of \$8,335.96 increasing the contract to \$2,949,462.57;

**WHEREAS**, the City of Pacific authorized Change Order No. 2 for Utility Conflict Resolutions in the estimated amount of \$ 49,500.00 increasing the contract to \$2,998,962.57;

**WHEREAS**, the City of Pacific authorized Change Order No. 3 for Water Line Modifications in the amount of \$16,543.40 increasing the contract to \$3,015,505.97;

**WHEREAS**, the City of Pacific authorized Change Order No. 4 for Traffic Signal Modifications in the amount of \$78,805.19 increasing the contract to \$3,094,311.16;

**WHEREAS**, the City of Pacific authorized Change Order No. 5 for Street Light Modifications in the amount of \$5,051.08 increasing the contract to \$3,099,362.24;

**WHEREAS**, the City of Pacific authorized Change Order No. 6 for Roadway Structural Embankment in the amount of \$27,658.75 decreasing the contract to \$3,071,703.49;

**WHEREAS**, the City of Pacific authorized Change Order No. 7 for Bollard Changes in the amount of \$515.22 increasing the contract to \$3,072,218.71;

**WHEREAS**, the construction of the stormwater outfall was impeded by the location of a buried power line. The power line was deeper than shown on the construction plans and in direct conflict with the location of the stormwater pipe. The buried power line did not have adequate extra length to be easily relocated out of the stormwater outfall area;

**WHEREAS**, The contractor was required to make multiple excavations to permit the Puget Sound Energy to modify the buried power line. The added time and materials required to complete the installation of the stormwater outfall, due to this conflict were recorded by the construction management firm. Credits were applied for time and materials not required to complete the field revised outfall project.

**WHEREAS**, all materials and methods will comply with the approved project specifications with the change limited to the added labor and materials required to assist in the relocation of the power line.

**WHEREAS**, the proposed contractor change will increase the cost of construction by approximately \$51,976.59;

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

Section 1. The Pacific City Council hereby authorizes Change Order No. 8 to the Stewart Road/Thornton Avenue Improvement Project, which will increase expenditures with ICON Materials for the added work required to install the stormwater outfall due to the conflict with a buried Puget Sound Energy power line, resulting in a cost increase of approximately \$51,976.59, increasing the contract amount to \$3,124,195.30.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th DAY OF SEPTEMBER, 2015.

CITY OF PACIFIC

\_\_\_\_\_  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NESS, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CAROL MORRIS, CITY ATTORNEY

# Change Order 8

Project Number:	TA0903	KPG Project Number:	14057
Project Name:	Stewart Rd. SE & Thornton Ave SW Improvements		
Change Order Number:	008 – Outage/Power Work Added Days		
Prime Contractor:	Icon Materials		

Ordered by the Engineer under the terms of Section 1-04.4 of the Standard Specification

Change proposed by Contractor

Endorsed by	Surety Consent (if required)
_____ Contractor	_____ Attorney on Fact
_____ Date	_____ Date

Original Contract Amount \$2,941,126.61 Current Contract Amount \$3,072,218.71 Estimated Net Change This Order \$51,976.60. Estimated Contract Total After Change \$3,124,195.31
Original Contract Duration 225 working days Current Contract Duration 232 working days Additional Contract Days This Order +9 working days Proposed Contract Duration 241 working days

<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  _____ Resident Engineer – Daniel Clark  _____ Date	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  _____ Contractor – Icon Materials  _____ Date
<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  _____ Project Owner – City of Pacific  _____ Date	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  _____ Project Owner – City of Pacific  _____ Date

**Background:**

The contractor was in the process of installing storm piping from CB57-1 to the outfall at Soatin Creek. They encountered existing buried power and telephone conduit in conflict with the proposed storm pipe. The plans showed the existing conduits in a different location than what was encountered in the field. This forced the contractor to stop work on the storm piping, wait for a decision to be made by the City of Pacific on how to proceed, and then assist PSE to complete work to relocate the existing conduits clear of the proposed storm line.

Due to the location of the conduit and its proximity to the DOE right of way (Soatin Creek), the properties it fed, how it was installed (running under the box culvert for the creek), meetings and completing all the requirements prior to being allowed to work the issue, It took a total of 9 additional working days to complete the unscheduled work.

**Description of Change:**

Existing conduit was not in the same location as shown in the plans which forced an additional 9 working days not on the schedule to allow the contractor to continue with the scheduled installation of the storm piping. The existing conduit was relocated by PSE and Icon. The outfall area was dug up 3 times due to PSE. The area had to be hand dug in some areas due to the 3 phase power line. The original existing bid item work for the outfall will be deleted in this change order and replaced with the actual work performed. This work was tracked time and material.

**Working Days:**

This will add 9 additional days to the contract

## Measurement and Payment

### SUMMARY OF QUANTITIES

Item no.	BI Description	BI Price	Unit	QTY	Total Deleted Contract Cost	Material FA Total Cost	Unit	QTY Used	Total FA Cost
21	Light Loose Rip Rap	\$55.00	CY	-5	(\$275.00)	\$13.31	TN	30.07	\$400.23
27	Inline Check Valve	\$15,000.00	EA	-1	(\$15,000.00)	\$11,313.50	EA	1	\$11,313.50
28	Streambed Cobbles	\$75.00	CY	-1	(\$75.00)	\$15.73	TN	3.7	\$58.20
34	Testing Storm Sewer Pipe	\$3.50	LF	-45	(\$157.50)	\$0.00			\$0.00
39	Conc. Storm Pipe 36"	\$125.00	LF	-45	(\$5,625.00)	\$74.42	LF	45	\$3,348.68
41	Removal & Replacement of Unsuitable Material	\$100.00	CY	-35	(\$3,500.00)	\$0.00	0	0	\$0.00
42	Bank Run Gravel for Trench Backfill	\$20.00	CY	-5	(\$100.00)	\$0.00	0	0	\$0.00
65	CSBC	\$16.00	TN	-299.75	(\$4,796.00)	\$11.80	TN	299.75	\$3,536.30
66	CSTC	\$16.00	TN	-47.47	(\$759.52)	\$11.80	TN	47.47	\$560.03
					<b>(\$30,288.02)</b>				<b>\$19,216.94</b>
CO-008.1	Force Account for Labor, Equipment & Trucking (Markup included)					LS	LS	1.00	\$58,581.68
Deletion of Existing Bid Item Qty									<b>(\$30,288.02)</b>
Material for Outfall									\$19,216.94
Equipment, Labor & Trucking for Outfall									\$58,581.68
Subtotal									\$47,510.60
Tax @ 9.4%									\$4,466.00
Total									\$51,976.60



Agenda Bill No. 15-126

**TO:** Mayor Guier and City Council Members

**FROM:** John Calkins

**MEETING DATE:** September 14, 2015

**SUBJECT:** Aggressive Begging

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**ATTACHMENTS:** City of Pacific Aggressive Begging Ordinance No. 2015-1908  
Exhibit A

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**Previous Council Review Date:** September 8, 2015

**Summary:** The City has no ordinance in place to prevent pan handling. Businesses and some citizens are complaining about the nuisance that the beggars are creating.

**Recommended Action:** Adopt the Aggressive Begging Ordinance.

**Motion for Consideration:** "I move to approve Ordinance No. 2015-1908 establishing Chapter 9.62 in the Pacific Municipal Code relating to aggressive begging, prohibiting aggressive begging at public places within the City of Pacific and establishing the penalty for violation as a misdemeanor.

**Budget Impact:** None

**Alternatives:** Allow the behavior to continue.

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 2015-1908**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,  
ESTABLISHING CHAPTER 9.62 IN THE PACIFIC MUNICIPAL CODE  
RELATING TO AGGRESSIVE BEGGING, PROHIBITING AGGRESSIVE  
BEGGING AT PUBLIC PLACES WITHIN THE CITY OF PACIFIC, AND  
ESTABLISHING THE PENALTY FOR VIOLATION AS A MISDEMEANOR.**

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**WHEREAS**, there is no ordinance in the City of Pacific that prohibits Aggressive Begging; and

**WHEREAS**, the city has experienced significant problems at certain locations where aggressive begging activities of individuals have impeded traffic or delivered in such a way to intimidate others jeopardizing the safety of individuals and city streets; and

**WHEREAS**, the Business Owners and Residents of the City of Pacific deserve the right to operate and live free of the nuisance and threat of being contacted by people committing the act of Aggressive Begging; and

**WHEREAS**, such actions arising from Aggressive Begging can be potentially harmful to motorists and citizens; and

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

**Section 1.** Pacific Municipal Code (PMC) Chapter 9.62 is established to read in the form attached hereto as Exhibit A.

**Section 2.** Effective date. This Ordinance shall be published in the official newspaper of the City, shall take effect five days after publication.

**Section 3.** Severability. If any section, sentence, clause or phrase of the ordinance should be held to be invalid or unconstitutional by a court of competence jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF PACIFIC AT A REGULAR SCHEDULED MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

APPROVED:

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON-NESS, CITY CLERK

APPROVED TO AS FORM:

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CAROL MORRIS, CITY ATTORNEY

## Exhibit A

### **Chapter 9.62**

#### **Aggressive Begging**

##### **9.62.010 Aggressive Begging**

- A. It is unlawful for any person to engage in aggressive begging in any public place in the city, as those terms are defined by this section.
- B. As used in this section:
  - 1. “Aggressive begging” shall mean: (a) begging with intent to intimidate another person into giving money or goods; (b) begging with use of false, misleading information; (c) begging with or involving activities that are unsafe or dangerous to any person or property, or begging at locations in a manner that threatens the safety of persons or property, or that impedes or threatens to impede pedestrian or vehicular traffic; (d) begging in a manner that exploits children; or (e) willfully providing or delivering, or attempting to provide or deliver, unrequested or unsolicited services or products with a demand or exertion of pressure for payment in return.
  - 2. “Begging” shall mean asking for money or goods as charity, whether by words, bodily gestures, signs or other means.
  - 3. “To intimidate” shall mean to coerce or frighten into submission or obedience, or to engage in conduct which would make a reasonable person fearful or feel compelled.
  - 4. “Public Place” shall mean: (a) any public road, alley, lane, parking area, sidewalk, or other publicly owned building, facility or structure; (b) any public playground, school ground, recreation ground, park, parkway, park drive, park path, or right-of-way open to the use of the public; or (c) any privately owned property adapted to and fitted for vehicular or pedestrian travel that is in common use by the public with the consent, express or implied, of the owner or owners.
  - 5. “Exploit” shall mean using in an unethical, selfish or abusive manner or in any other manner that gives an unfair advantage.
  - 6. “Impeding or threatening to impede pedestrian or vehicular traffic” includes, but is not limited to:
    - a. Any begging activity that causes or is likely to cause either the person begging or the person being contacted by the person begging to enter a roadway lane of traffic on foot, other than marked in a crosswalk;
    - b. Any begging activity that occurs at an intersection controlled by lighted traffic signals, where that activity is between or involves a person or persons located in a sidewalk or along a public roadway and a person or persons in or on a vehicle traveling on a public roadway;
    - c. Any begging activity that causes or is likely to cause vehicles to stop at locations or times where/when disruptive to or not consistent with the flow of traffic.;
- C. Violation of this Chapter shall be a misdemeanor, punishable by a fine of up to \$1,000 or by a jail sentence of up to 90 days, or by both such fine and jail time.



Agenda Bill No. 15-127

**TO:** Mayor Guier and City Council Members

**FROM:** John Calkins

**MEETING DATE:** September 14, 2015

**SUBJECT:** **Loitering Ordinance**

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**ATTACHMENTS:** **Ordinance No. 2015-1909**  
**Exhibit A**

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**Previous Council Review Date:** September 8, 2015

**Summary:** The city has no Loitering Ordinance except for a brief mention of the City Park. Businesses are currently experiencing problems related to subjects spending time around the businesses with no purpose.

**Recommended Action:** Implement the attached Loitering Ordinance prohibiting such actions.

**Motion for Consideration:** "I move to approve Ordinance No. 2015-1909 establishing Chapter 9.64 in the Pacific Municipal Code prohibiting loitering in public places within the City of Pacific.

**Budget Impact:** None

**Alternatives:** Allow subjects to loiter and be a nuisance.

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 2015-1909**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON  
ESTABLISHING CHAPTER 9.64 IN THE PACIFIC MUNICIPAL CODE  
PROHIBITING LOITERING IN PUBLIC PLACES WITHIN THE CITY OF  
PACIFIC, REQUIRING PERSONS WHO CAUSES OR COMMITS AN  
OFFENSE TO DISPERSE WHEN SO ORDERED BY ANY LAW  
ENFORCEMENT OFFICER AND ESTABLISHING THE PENALTY FOR  
VIOLATION AS A MISDEMEANOR FOR FAILING OR REFUSING TO OBEY  
SUCH ORDERS.**

---

**WHEREAS**, there is no ordinance in the City of Pacific that prohibits Loitering;  
and

**WHEREAS**, the city has experienced significant problems at certain locations where  
loitering of individuals has impeded traffic or impeded access to public places,  
jeopardizing the safety of individuals and city streets; and

**WHEREAS**, the Business Owners and Residents of the City of Pacific deserve  
the right to operate and live free of the nuisance of people committing the act of  
Loitering; and

**WHEREAS**, such actions arising from Loitering can be bothersome to  
businesses and patrons and such actions may create an environment for illegal activity.

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

**Section 1.** Pacific Municipal Code (PMC) Chapter \_\_\_ is established to read in  
the form attached hereto as Exhibit A.

**Section 2.** Effective date. This Ordinance shall be published in the official  
newspaper of the City, shall take effect five days after publication.

**Section 3.** Severability. If any section, sentence, clause or phrase of the  
ordinance should be held to be invalid or unconstitutional by a court of competence

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF PACIFIC AT A REGULAR SCHEDULED MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NESS, CITY CLERK

APPROVED TO AS FORM:

\_\_\_\_\_  
CAROL MORRIS, CITY ATTORNEY

## **Exhibit A**

### **Chapter 9.64**

#### **Loitering**

##### **9.64.010 Definitions**

For the purpose of this chapter, the following conditions shall apply:

- A. "Loitering" means remaining idle in essentially one location and include the concept of spending time idly, to be dilatory, to linger, to stay, to saunter, to delay, to stand around, and also includes the colloquial expression "hanging around".
- B. "Public Place" means any place to which the general public has access and a right to resort for business, entertainment, or other lawful purpose but does not necessarily mean a place devoted solely to the uses of the public. It also includes the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks.

##### **9.64.020 Order to disperse.**

- A. It is unlawful for any person to loiter, loaf, wander, stand or remain idle either alone and/or in consort with others in a public place in such a manner so as to:
  - 1. Obstruct any public street, public highway, public sidewalk or any other public place or building by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
  - 2. Commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk, or any other public place or building, all of which prevent the free and uninterrupted ingress, egress and regress, therein, thereon and thereto.
- B. When any person causes or commits any of the conditions enumerated in subsection A of this section, a police officer or any law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders is guilty of a misdemeanor, punishable by a fine of up to \$1,000 or by a jail sentence of up to 90 days, or by both of such fine and jail time.



Agenda Bill No. 15-128

**TO:** Mayor Guier and City Council Members  
**FROM:** Richard Gould, City Administrator  
**MEETING DATE:** September 14, 2015  
**SUBJECT:** Approval of Collective Bargaining Agreement

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**ATTACHMENTS:**

- Resolution 2015-285
- Collective Bargaining Agreement with Teamsters Union No. 117, Uniformed Employees

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**Previous Council Review Date:** Several meetings since July 2014

**Summary:** The City negotiators started meeting with the Uniformed Union negotiators in June of 2014. After meeting multiple times and bringing back to the City Council the proposed collective bargaining agreement (CBA), the City and the Union reached an impasse. Both parties agreed on taking the negotiations to PERC for mediation as per the CBA. Mediation began in February 2015 and lasted through July 2015 where both parties' negotiators were able to reach a tentative agreement which has also been presented to the City Council in an executive session. The union agreement has been reviewed by both parties' attorneys and is now ready for the City Council.

**Recommended Action:** Approve the negotiated Collective Bargaining Agreement

**Motion for Consideration:** "I move to approve Resolution No. 2015-285 authorizing the Mayor to execute the collective bargaining agreement (CBA) between the City of Pacific and the Teamsters Local 117, Uniformed Employees."

**Budget Impact:** \$85,000.00

**Alternatives:** Do not approve the proposed agreement and continue to arbitration.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2015 - 285**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND TEAMSTERS LOCAL 117, UNIFORMED EMPLOYEES, EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2017.**

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**WHEREAS**, the City of Pacific has adopted the policy of collective bargaining between the labor organizations representing employees; and

**WHEREAS**, this resolution allows for the execution of the proposed Collective Bargaining Agreement (CBA) between the City and Teamsters Local 117, Uniformed Employees, on behalf of the employees represented by said Union; and

**WHEREAS**, it appears to be in the best interest of the City that the proposed CBA negotiated by said Union and the City be approved;

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute the Collective Bargaining Agreement between the City and Teamsters Local 117, Uniformed Employees, effective July 1, 2014 through June 30, 2017, said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th DAY OF SEPTEMBER, 2015.

CITY OF PACIFIC

\_\_\_\_\_  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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SOFIA MABEE, CITY ATTORNEY

**AGREEMENT**  
**By and Between**  
**CITY OF PACIFIC, WASHINGTON**  
**And**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Representing Uniformed Officers**  
**July 1, 2014 through June 30, 2017**

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**ARTICLE 1 – GENERAL**

The City of Pacific shall hereinafter be referred to as the Employer, and Teamsters Local Union No. 117 shall hereinafter be referred to as the Union.

**ARTICLE 2 – RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of those employees in classifications listed in Appendix A to this Agreement, for the purpose of bargaining with respect to those items set forth in Chapter RCW 41.56.

**ARTICLE 3 – UNION SECURITY**

3.01 Only members in good standing in the Union shall be retained in employment. For the purpose of this Section, members in good standing shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

3.02 All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment, provided that the right of non-association based on bonafide religious tenets or teachings of a church or religious body of which a public employee is a member is safeguarded as per RCW 41.56.122.

3.03 The Employer shall notify the Union of new hires.

3.04 Probation for commissioned employees shall be one (1) year from the completion of the Police Academy or one (1) year from their hire date, whichever is the longer. During the probation period the employee does not have recourse to the grievance procedure to appeal a disciplinary action or discharge.



3.05 The Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

#### **ARTICLE 4 – DISCIPLINE, DISCHARGE – JUST CAUSE**

4.01 It is understood and agreed that the Employer shall not discipline or discharge any employee except for just cause and that no employee shall be discharged or discriminated against in any way because of their membership in or activities on behalf of the Union. Further, the Employer shall give reasons for the discipline or discharge of any member upon demand of the Union.

Further, it is agreed that generally, complaints against the Officers shall be presented to the City in writing and signed by the complainant to be consider valid. The complaint shall be presented within thirty (30) calendar days of the event unless intervening circumstances have prevented the complaint from being presented in a timely manner.

No complaint or threat of a complaint shall be used to intimidate, retaliate against an Officer or interfere with the duties of an Officer.

4.02 Employees covered by this Agreement shall be subject to the Alcohol and Drug Use Policy (Policy 1012) as provided for in the Pacific Police Department Policy Manual, as adopted on 2010/10/1.

#### **ARTICLE 5 – PAYROLL DEDUCTION**

5.01 Union Dues and Fees - Upon the written authorization by an employee and approved by the Union, the Employer agrees to deduct from the wages of each employee the sum certified as initiation fees, assessments, and union dues and deliver the sum to the Union's Secretary-Treasurer each month, together with a list of those employees involved. If an employee is not to receive a wage or the wage is not a sum sufficient to satisfy the assignment, no collection shall be made from the employee for said month. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

5.02 Indemnification and Hold Harmless – The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.



5.03 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy (70) days before the periodic renewal date of the authorization and assignment of any desire to revoke the same.

5.04 DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck.

5.05 The City of Pacific agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the City, the necessary fee, assessments, and regular monthly fees to provide for participation in the Teamsters Legal Defense Fund. The City shall transmit such fees made payable to “Teamsters Legal Defense Fund” and send to “American Legal Services, Inc.” once each month on behalf of the members involved.

5.06 Overpayments – In the event that a member of the bargaining unit covered under the Uniformed Employees Agreement receives an overpayment of wages The City of Pacific agrees to follow the State procedure governing such condition as provided for under RCW 49.48.210.

## **ARTICLE 6 – CREDIT UNION DEDUCTION**

Upon written authorization by an employee, the Employer agrees to deduct from the wages of each employee the sum certified on such authorization and deliver same to the Seattle Metropolitan Credit Union, monthly together with a list of those employees involved and the amount deducted for each employee.

## **ARTICLE 7 – SENIORITY LIST**

7.01 The Police Chief/Public Safety Director shall establish a seniority list which shall be brought up to date prior to January 31<sup>st</sup> of each year and shall post it immediately thereafter for a period of not less than thirty (30) days. A copy of the seniority list shall be mailed to the Secretary-Treasurer of the Union. Any objections to the seniority list shall be reported to the City within twenty (20) calendar days of posting or stand approved. In general, employees shall be listed on the seniority list according to date of hire.



7.02 Seniority for Civil Service employees shall be defined in the applicable Civil Service Regulations.

### **ARTICLE 8 – BULLETIN BOARDS**

The City shall provide a bulletin board, located conspicuously in the Departments, for the posting of notices relating to Local Union business and Local Union activities. Materials posted on Union bulletin boards must be related to official Union business.

### **ARTICLE 9 – HOURS OF WORK**

9.01 Work periods for commissioned employees shall be prepared by the Police Chief/Public Safety Director or authorized designee and will be on a twenty-four (24) hour seven (7) day a week rotating shift schedule.

9.02 Shifts may rotate monthly. There shall be at least eight (8) hours between shifts.

9.03 Commissioned Officers/Hours Worked - Employees regular hours of work include eighty (80) hours during a fourteen (14) day period, beginning January 1<sup>st</sup> of each year. The City and Union acknowledge the City has adopted the FLSA 7(k) exemption for the purpose of calculating overtime pay as defined in Article 10.

Normal work schedules shall be composed of twelve (12) hour shifts, with an eight (8) hour shift on Sundays, averaging eighty (80) hours of work in a fourteen (14) day period. Other schedules may be implemented with the Chief/Public Safety Director's authorization.

9.03.1 The Police Chief/Public Safety Director shall provide at least seven (7) calendar days' notice prior to changing the shift or work hours of commissioned officers, except in an emergency. If less than seven (7) days' notice, penalty hours shall be paid at the rate of time and one-half (1½) times for the scheduled hours worked. Penalty hours shall be defined as any number of hours less than the seven (7) calendar days, or one hundred sixty eight (168) hours, required notice prior to changing the shift or work hours of commissioned officers as provided above.

9.03.2 "Emergency" shall be defined as "a spontaneous or unplanned occurrence which could present a public hazard." An event with advanced notice would not be considered an emergency and penalty hours would apply if the officer did not receive seven (7) days' notice, e.g. monthly shift changes, court, adjustments for patrol coverage due to vacation.

9.04 Daily hours of work schedules shall not be changed to avoid the payment of overtime.



9.05 Notwithstanding the provisions of Sections 9.03.1, 9.04 and 10.2, the seven (7) day notice requirement and the overtime rate of pay requirement may be waived by mutual agreement between the City and the employee after notification to the Union. Additionally, in those instances (e.g. holidays, special national or regional detail), such as the “Click-it-or-Ticket” campaign, where additional manning is necessary, the City may change an individual’s daily shift without the seven (7) day notice, provided that as much advance notice as possible is provided.

### **ARTICLE 10 – OVERTIME**

10.01 Overtime shall be compensated based upon actual hours worked. Overtime shall be paid at the rate of one and one half (1½) times the officer’s regular rate of pay for actual hours worked. Regular rate of pay will include all non-discretionary pay (i.e. longevity, education incentive). For the purposes of this Agreement, actual hours worked will include holidays identified in Article 14.01, regardless of whether those hours were actually worked; however, the holiday premium shall not be included in the officer’s “regular rate of pay” for the purpose of calculating overtime pay.

10.02 Overtime will be computed once an officer exceeds eighty (80) hours of work in a fourteen (14) day period, as described in Article 9.03. Overtime will also be computed when an officer is scheduled or approved to work on days that are outside his or her regularly scheduled hours of work.

10.03 In the event a need for overtime should occur, an attempt shall be made to distribute extra hours as evenly as possible.

### **ARTICLE 11 – WORKING OUT OF CLASSIFICATION**

When an employee is assigned by the Employer to perform the skills and scope of duties of a higher classification for a period of more than three (3) hours in any one shift before returning to his/her regular duties, such employee will be paid at the pay grade step of the higher classification that insures at least a ten percent (10%) pay increase, up to the maximum of the pay range, payable retroactively from the first hour and until he/she returns to the duties of his/her previous position. The employee must have the authorization for the out of classification pay in advance, except where there is an emergency situation, in which case the pay may be granted at the time of the emergency as deemed necessary or as soon after the fact as the approving authority can be notified.

### **ARTICLE 12 – EMERGENCY CALL BACK / COURT TIME**

An off-duty full time employee shall be compensated for a minimum of three (3) hours when called back to work or required to appear in court during their off hours. The minimum time



guarantee shall begin when the employee receives the call and shall end when the employee returns home from the call.

### **ARTICLE 13 – COMPENSATORY TIME**

13.01 Compensatory time for overtime worked shall be accumulated at the rate of time and one-half (1½) per hour worked.

13.02 Full time employees shall be allowed to bank a maximum of one hundred-sixty (160) hours of compensatory time. Any accrued compensatory time in excess of one hundred-sixty (160) hours will be paid to the employee at the straight time hourly rate of pay within the current pay period.

13.03 Full time employees may elect to receive compensatory time off from work in lieu of pay, subject to approval by the Police Chief/Public Safety Director.

13.04 Accrued compensatory time may be cashed out at the request of the employee. Requests for cash out must be submitted no later than October 31<sup>st</sup> of the calendar year. Cash out of banked compensatory time will be limited to ninety (90) hours in a calendar year, with the exception of mitigating circumstances agreed upon by management or separation from employment.

### **ARTICLE 14 – HOLIDAYS**

14.01 Each full time employee shall be entitled to one (1) day's salary on each of the following days declared as official holidays:

New Year's Day*	Columbus Day
Martin Luther King Jr. Day	Thanksgiving Day*
Presidents' Day	Day after Thanksgiving*
Memorial Day	Veterans' Day
Independence Day*	Day before Christmas*
Labor Day	Christmas Day*

14.02 Holiday Pay - If a holiday falls on an employee's day off, that employee shall receive one (1) day of holiday pay in addition to their regular monthly rate of pay. If an employee is assigned to work on any holiday they shall receive, in addition to their regular monthly rate of pay, one and one-half (1½) times their regular rate of pay for all time worked on the holiday. When an employee is assigned to work on New Year's Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving, the Day before Christmas or on Christmas Day, they shall receive, in addition to their regular monthly rate of pay, two (2) times their regular rate of pay for all hours worked on these "premium" (\*) holidays If an employee is assigned to



work overtime on a premium (\*) holiday, the employee shall receive, in addition to their regular monthly rate of pay, two and one-half (2.5) times their regular rate of pay for all hours worked on the premium (\*) holiday.

14.03 Employees who are scheduled to work on an official holiday shall have the option of taking a different day off, subject to reasonable approval, at their regular rate of pay.

**ARTICLE 15 – VACATION**

15.01 Vacation Earnings - Vacation shall be earned according to the following schedule:

1 through 3 years	8.0	hours/month
4 through 9 years	12	hours/month
10 through 14 years	14	hours/month
15 or more years	16	hours/month

15.02 Vacation pay shall be calculated in the following manner:

$$\text{Annual wage}/2080 = \text{hourly rate}$$
$$\text{Hourly rate} \times \text{hours of vacation requested} = \text{vacation pay.}$$

15.03 Employees shall be allowed to accumulate vacation hours up to a maximum of twice their allowed vacation earnings per year of service. Vacation hours earned after maximum accumulation shall be paid to the officer as cash in place of vacation accrual. Prior to any action to consider pay in place of accrual of vacation hours in excess of the maximum, the City shall provide thirty (30) days grace period for the employee to potentially utilize vacation hours to reduce their bank to under the maximum.

15.04 The Chief of Police/Public Safety Director shall establish a vacation schedule for the department. If two (2) or more employees request vacation for the same day(s), the employee with the greatest seniority in service to the City shall have first choice. The Chief of Police/Public Safety Director shall submit vacation schedules with the Mayor for approval. Mayoral approval must be granted before a vacation schedule becomes effective. Vacation periods may be granted in a manner causing the least interference with the performance of the regular work within the City.

15.05 Two (2) days notice is required prior to requesting one (1) day of vacation. Two (2) weeks notice is required prior to requesting two (2) days or more of vacation.

**ARTICLE 16 – BEREAVEMENT LEAVE**

16.01 In the event of a death in the immediate family, full time employees shall be granted up to three (3) days bereavement leave with pay. This leave shall not be accumulated.



16.02 Immediate family is defined to be persons related by blood, domestic partner relationship or marriage to an employee as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, legal parent/guardian, legally adopted child, brother, sister, grandchild, in-laws and any persons for whose financial or physical care the employee is principally responsible for.

### **ARTICLE 17 – JURY DUTY**

Employees who are required by due process of law to render jury service shall receive their pay during such period. If any other payment, besides mileage reimbursement for use of a personal vehicle is received for jury duty, such pay will be reimbursed to the City or deducted from the employee's paycheck.

### **ARTICLE 18 – SICK LEAVE**

18.01 Full time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of nine hundred sixty (960) hours. Upon the retirement of an employee one-third (1/3) of the accumulated sick leave shall be paid.

18.02 Any employee eligible for sick leave with pay shall be granted such leave for the following reasons:

18.02.1 Personal illness or physical or mental incapacity resulting from causes beyond employee's control.

18.02.2 Forced quarantine of the employee in accordance with community health requirements.

18.02.3 Illness of a member of the employee's immediate family. It shall be the responsibility of the employee, with the assistance of the Employer, to file the appropriate paperwork.

18.03 A sick slip shall be filled out upon the return of an employee to work. After three (3) consecutive days of sick leave, a doctor's certificate may be required to return to work. Any employee found to have abused the sick leave privilege by falsification or misrepresentation may be subject to corrective action up to and including termination.

18.04 Shared Leave – The Union and the City agree to meet to jointly develop a city-wide shared leave policy.

### **ARTICLE 19 – WAGES**

19.01 The wage schedule shall be as listed in Appendix A, Section A.1, of this



Agreement.

19.02 The wage schedule of Section A.1, shall be amended, effective July 1, 2014 by an increase of three and twenty five percent (3.25%).

19.03 The wage schedule of Section A.1 shall be amended effective July 1, 2015 by an increase of two percent (2%).

19.04 The wage schedule of Section A.1 shall be amended effective July 1, 2016 by an increase of two percent (2%).

## **ARTICLE 20 – LONGEVITY**

20.01 Full time employees covered by this Agreement shall receive the following longevity compensation in addition to their base rate of pay:

20.01.1 From the start of the thirty-seventh (37th) full month to and including the sixtieth (60<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of seventy dollars (\$70.00) per month.

20.01.2 From the start of the sixty-first (61st) full month to and including the one hundred twentieth (120<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of one hundred and fifty dollars (\$150.00) per month.

20.01.3 From the start of the one hundred twenty-first (121st) full month to and including the one hundred eightieth (180<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of two hundred and fifty dollars (\$250.00) per month.

20.01.4 From the start of the one hundred eighty-first (181st) full month of continuous employment, permanent employees shall be paid a longevity premium of three hundred and fifty dollars (\$350.00) per month.

## **ARTICLE 21 – MEDICAL, DENTAL & VISION**

21.01 Effective July 1, 2014 (June 2014 hours), the Employer agrees to contribute to the Northwest Administrators, Inc. for each full-time employee who received compensation for eighty (80) hours or more in the previous month the necessary funds to provide for one hundred percent (100%) of the cost to maintain the current benefit levels:



21.01.1	<u>HEALTH &amp; WELFARE:</u>	
	Medical – Continue Teamsters Plan “A” (including 3 – month premium waiver)	\$1,293.90
	Time Loss Plan “A”	<u>\$ 16.00</u>
	Subtotal	\$1,309.90
21.01.2	<u>DENTAL:</u>	
	Dental – Continue Teamsters Plan “B”	\$ 87.50
21.01.3	<u>VISION:</u>	
	Vision – Continue Teamsters Vision Plan EXT	\$ 14.90
	For a total monthly contribution of:	\$1,402.30

Effective January 1, 2016 the Employer agrees to pay ninety five (95%) percent and the employees shall pay five (5%) percent for maintenance of benefits for the duration of the Agreement. The employee portion of the premium shall not exceed one hundred dollars (\$100.00) per month for medical, dental, vision and time loss premiums.

21.02 Maintenance of Benefits: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. The City shall be responsible for the timely remittance each month to the Trust of the entire premium necessary for the continuation of the benefits set forth in Article 21.01 above.

21.03 The City requests that they be notified by Northwest Administrators, Inc., forty-five (45) days in advance of any increase in premium levels.

21.04 The above payments shall be made to the administrative office of the Trust by the tenth (10<sup>th</sup>) day of each month. The City further agrees that upon receiving thirty (30) day’s notice from the Trust of any delinquency in any of the above payments, that should the Fund be required to take legal action to collect the City’s contribution due under this Agreement, that it shall be liable for all the necessary costs of such litigation.

**Article 22 – WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

22.01 Employees from the City of Pacific, Washington Uniform Employees who are represented by Teamsters Local Union No. 117 shall begin participating in the Western Conference of Teamsters Pension Trust (WCTPT) effective January 1, 2015.

22.02 Contributions shall be by payroll diversion based on all compensated hours and shall be uniform by classification. The Employer agrees to administer the designated diversion



through their payroll system and remit these monies to Western Conference of Teamsters Pension Trust Fund as indicated below. The contributions rates shall be as follows:

- Police Officer                    \$? per hour
- Sergeant                            \$? per hour
- Lieutenant                         \$? per hour

22.03            The total amount due for each month shall be remitted in a lump sum not later than the 20<sup>th</sup> day of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of the Trust to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

**ARTICLE 23 – LONG TERM DISABILITY**

The City shall provide long term disability benefits for employees covered by this Agreement.

**ARTICLE 24 – GRIEVANCE PROCEDURE**

24.01            A grievance shall be defined as a dispute or disagreement raised by an employee and the Union against the City involving the interpretation or application of specific provisions of this Agreement. Grievances, as herein defined, shall be processed in the following manner:

24.02            Should any employee or group of employees, and the Union feel aggrieved as a result of any condition arising out of the interpretation of this Agreement, resolution shall be sought with the assistance of the Union if it determines that the grievance is justified.

24.03            No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement. The matter shall first be discussed orally with the employee's immediate supervisor within ten (10) calendar days of the occurrence. If such discussion does not resolve the grievance, it may be processed to the next step within ten (10) calendar days of the date that the discussion failed to resolve the grievance.

24.04            The grievance shall then be presented to the Union who may within fifteen (15) calendar days present the grievance in writing to the Chief of Police. The grievance shall contain a brief outline explaining the incident, the specific Section of the Agreement which was allegedly violated, names of witnesses, the remedy requested, and any other information deemed necessary by the Employer to sufficiently investigate the grievance. The Chief of Police shall within fifteen (15) calendar days arrange for such meetings and make such investigations as are necessary to come to a conclusion regarding the grievance. A copy of the Chief's determination shall be provided to the aggrieved employee(s) and the Union. If this determination does not resolve the grievance to the satisfaction of the Union, it may be processed to the next step within fifteen (15) calendar days from receipt of the Chief of Police's



written response.

24.05 If the grievance remains unresolved, the grievance shall be presented in writing to the Mayor within fifteen (15) calendar days. A copy of the Mayor's determination shall be given to the aggrieved employee(s) and the Union. Should the grievance not be resolved at the Mayor's level, within five (5) working days either party has an absolute right to submit the matter to arbitration, and if such right is exercised, the party shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names of arbitrators for the purpose of determining the dispute. The decision of the Arbitrator shall be final and binding upon the parties. The expense of the Arbitrator will be shared equally between the City and the Union. The City and the Union will be responsible for the costs of presenting their own cases respectively, including attorney's fees.

24.06 Failure on the part of either party to meet any of the above time limits shall automatically advance the grievance to the next step.

24.07 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided however, regarding disciplinary action processed through the contract grievance procedure; an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein or pertinent procedures regarding disciplinary appeals under the City Personnel ordinance, including Civil Service procedures. Under no circumstances may an employee use both the contract grievance procedure and Personnel Ordinance procedure, including Civil Service procedures, with regard to the same disciplinary action. Employees who are serving their probationary period shall have no appeal rights.

24.08 Time limits may be extended by mutual agreement and must be confirmed in writing.

24.09 Should any employee who is covered by Civil Service choose to appeal disciplinary action through the Commission they hereby waive the right to appeal the action to the grievance procedure.

## **ARTICLE 25 – BUSINESS REPRESENTATIVE OF THE UNION**

The Business Representative of the Union shall be allowed access to all facilities of the Employer wherein the employees covered by this Agreement may be working, for the purpose of conducting necessary Union business and investigating grievances, provided that the City official in charge of the premises is notified of such entry on the premises, and provided further that such Representative does not interfere with normal work processes. No Union meetings shall be held on City property during normal working hours.

## **ARTICLE 26 – UNIFORMS AND EQUIPMENT**



26.01 Newly employed full time commissioned Police officers shall be issued the uniform and equipment needed to perform their duties.. The City shall provide each full time commissioned Police officer a monthly uniform cleaning allowance of sixty dollars (\$60.00). Effective July 1, 2015, the uniform allowance shall be increased by fifteen dollars (\$15.00) per month, and this new seventy-five dollar (\$75.00) allowance shall be rolled into the employee's base wage as shown in Appendix A. Once rolled into the base wage on July 1, 2015, the separate uniform cleaning allowance payments will cease.

26.02 There shall be a uniform quarter master system for each full time employee. Departmental clothing or departmental equipment lost, damaged, or worn beyond repair shall be replaced at City expense, provided the loss or damage was not the result of negligence or carelessness on the part of the employee.

26.03 All equipment purchased by the City shall remain City property, and shall be returned upon termination of employment with the City.



26.04 The City shall provide for the cleaning of clothing used in the performance of the employee's duty by no later than October 1, 2015. In the event the City does not establish a cleaning account, the City shall provide each employee a monthly uniform cleaning allowance of seventy-five dollars (\$75.00) until an account is established.

26.05 Each fulltime office shall receive a monthly allowance of one hundred (100) rounds of 230gr FMJ .45CP training ammunition.

26.06 The parties agree to meet in Labor Management meeting to review and develop an operational guideline for replacement of damaged and/or loss of personnel property that happens in the line of duty.

### **ARTICLE 27 – ANTI-STRIKE CLAUSE**

27.01 It is understood and agreed that services performed by employees covered by this Agreement are essential to the public health, safety, and welfare of the City. Therefore, the Union agrees that it shall not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the operations of the City. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which interrupts or interferes with the operations of the City. In the event of a violation of this Agreement, the Union agrees to take affirmative steps with the employee(s) concerned, such as letters, bulletins, telegrams, and employee meetings to bring about an immediate resumption of normal work.

### **ARTICLE 28 – AMENDMENTS TO THE AGREEMENT**

28.01 The Employer and the Union may amend this Agreement upon mutual agreement.

28.02 Attachments and/or Amendments, Appendices, Letters of Understanding or Memoranda of Understanding may be attached to and shall be incorporated in the Agreement by this reference.

### **ARTICLE 29 – POLICE OFFICERS' BILL OF RIGHTS**

29.01 All law enforcement personnel within the bargaining unit shall be entitled to the protection of what shall be hereafter termed as the "Police Officers' Bill of Rights". This Bill of Rights shall be considered a part of departmental policy. The wide ranging powers and duties given to the Police Department involve its members in all manners of contacts and relationships with the public. In the event a complaint is made against a member of the department, the Chief of Police or his designee may be required to perform an immediate investigation. In an effort to insure that such investigations are conducted in a manner conducive to good order and discipline, the following guidelines are promulgated:



29.02 Any law enforcement employee involved as a party to an investigation shall prior to an interview be notified in writing of the nature of the investigation, and provided with any information necessary to reasonably make an assessment of any charges or allegations against him/her.

29.03 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the circumstances of the investigation dictate otherwise. Where practicable, interview shall be scheduled for departmental business hours.

29.04 Interviews shall not violate an employee's constitutional rights and, when practicable, shall take place at a City facility. The employee shall be afforded the opportunity and means to contact and consult privately with an attorney of his/her own choosing at the employee's expense, and/or with a representative of the Union prior to being interviewed. At the employee's request, an attorney of his/her own choosing and/or a representative of the Union may be present during the interview.

29.05 Interviews shall not be unreasonably long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

29.06 The employee shall not be subjected to any offensive language or be threatened with dismissal, transfer, or other disciplinary action in an effort to persuade the employee to resign, nor shall he/she be intimidated in any other manner. No promises or rewards shall be offered as an inducement to answer questions.

### **ARTICLE 30 – MANAGEMENT'S RIGHTS**

30.01 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its lawful mandate and the powers of authority which the City has not otherwise specifically abridged, delegated, or modified by this Agreement are retained by the City, including but not limited to the right to contract for services of any and all types. The direction of its working force is vested exclusively in the City. This shall include, but not be limited to the right to:

30.01.1 Direct employees:

- a. Hire, promote, transfer, assign, and retain employees.
- b. Suspend, demote, discharge or take legitimate disciplinary action against employees for just cause.
- c. Relieve employees from duty because of lack of work or other legitimate



reasons.

- d. Maintain the efficiency of the operation entrusted to the City.
- e. Determine the methods, means, and personnel by which such operations are to be conducted.
- f. Take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency, provided however, that items (a) through (f) shall not be in conflict with City ordinances, personnel rules and the terms of this Agreement.

### **ARTICLE 31 – SAVINGS CLAUSE**

If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **ARTICLE 32 – FALSE ARREST AND LIABILITY**

False arrest insurance shall be provided by the City for commissioned employees. Liability insurance shall continue to be provided for City employees acting in the normal course of their duties.

### **ARTICLE 33 – NONDISCRIMINATION**

It is mutually agreed that there shall be no unlawful discrimination because of race, color, religion, sex, age, marital status, national origin, or physical, mental, or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. Furthermore, it is mutually agreed that there shall be no unlawful discrimination based upon Union activity. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Employees who feel they have been discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels.

### **ARTICLE 34 – SUBORDINATION OF AGREEMENT**

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable State Law, the City Charter, and City Ordinances. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said State Law, City Charter, or City Ordinances are paramount and shall prevail, provided that where such conflict exists, the parties shall enter into immediate negotiations to resolve any such conflicts.



**ARTICLE 35 – NEW EMPLOYEE CLASSIFICATIONS**

New Classifications - Should the Employer establish a new bargaining unit classification during the term of this Agreement, it shall establish wage rates for the classification which are in proper relationship to wage rates paid similar classifications or requirements of other classifications within the facility. Before implementing these wage rates, the Employer will negotiate them with the Union and attempt to arrive at mutual agreement on wage rates for the new bargaining unit classification.

**ARTICLE 36 – LABOR MANAGEMENT COMMITTEE**

36.01 Labor Management - The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

36.02 Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in an Appendix to the Agreement.

**ARTICLE 37 – DURATION**

This Agreement shall be in effect from July 1, 2014 through June 30, 2017, and from year to year thereafter, unless either party shall serve written notice at least sixty (60) days prior to the termination or anniversary thereof of desire to change or cancel the Agreement.

**CITY OF PACIFIC, WA  
UNIFORMED EMPLOYEES**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

\_\_\_\_\_  
**LEANNE GUIER**  
Mayor

\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **APPENDIX A**

THIS APPENDIX is by and between the City of Pacific, Washington, (the “Employer”) and Teamsters Local Union No. 117 (the Union), representing the Police Officers.

A.1 Effective July 1, 2014, the classifications of work and the monthly rates of pay shall be increased annually thereafter as provided for under Article 19, as follows:



**Rates to be effective 7/1/14 - 3.25% Increase**

<u>Classification</u>	<u>Step 1</u> 00 – 06m	<u>Step 2</u> 07 – 12m	<u>Step 3</u> 13 – 24m	<u>Step 4</u> 25m +
Police Officer	\$ 4,498.92	\$ 5,011.33	\$ 5,523.73	\$ 6,036.12
Sergeant	\$ 6,721.70	\$ 6,955.36	\$ 7,189.03	\$ 7,423.88
Lieutenant	\$ 7,763.10	\$ 8,131.99	\$ 8,500.88	\$ 8,868.57

**Rates effective 7/1/15 - 2% Increase<sup>1</sup>**

<u>Classification</u>	<u>Step 1</u> 00 – 06m	<u>Step 2</u> 07 – 12m	<u>Step 3</u> 13 – 24m	<u>Step 4</u> 25m +
Police Officer	\$ 4,663.89	\$ 5,186.55	\$ 5,709.20	\$ 6,231.84
Sergeant	\$ 6,931.13	\$ 7,169.46	\$ 7,407.81	\$ 7,647.35
Lieutenant	\$ 7,993.36	\$ 8,369.62	\$ 8,745.89	\$ 9,120.94

**Rates effective 7/1/16 - 2% Increase**

<u>Classification</u>	<u>Step 1</u> 00 – 06m	<u>Step 2</u> 07 – 12m	<u>Step 3</u> 13 – 24m	<u>Step 4</u> 25m +
Police Officer	\$ 4,757.16	\$ 5,290.28	\$ 5,823.38	\$ 6,356.47
Sergeant	\$ 7,069.75	\$ 7,312.84	\$ 7,555.96	\$ 7,800.29
Lieutenant	\$ 8,153.22	\$ 8,537.01	\$ 8,920.80	\$ 9,303.35

A.1.1 Promotion – An officer who is promoted from one classification to another shall move to the pay step of the new classification that provides for not less than a five percent (5%) pay increase above his/her current wage.

A.2 Detective – Any officer assigned the duties of Detective shall receive premium pay in the amount of six percent (6%) above his/her regular monthly rate of pay.

<sup>1</sup> These rates reflect the movement of the \$75.00 uniform allowance into base wages effective 7/1/15, prior to application of the 2% increase, pursuant to Article 26.01.



A.2.1 The officer assigned the duties of Detective shall receive a yearly allowance of seven hundred fifty dollars (\$750.00) for the purpose of purchasing clothing to be worn in lieu of the standard uniform while performing the responsibilities of the Detective classification.

A.3 Employees who are hired at a higher pay step than Step 1 shall advance to the next pay step after one (1) year of service at that pay step and shall continue to progress through the steps annually.

A.4 Field Training Officer/Patrol Training Officer – Any officer assigned the duties of training a new officer shall receive premium pay in the amount of four percent (4%) above his/her regular rate of pay for all hours so assigned.

A.5 Education Premium – Beginning upon ratification of this Agreement, in addition to the base wage rate and other wage adjustments set forth herein, those officers that have completed the requirements at an accredited institution of higher education and receive a diploma stating the same, shall receive a premium as set forth below:

Associates Degree	2%
Bachelor Degree	4%

Effective the first pay period after signing of this Agreement each employee shall receive a one-time economic incentive payment of seven hundred and fifty dollars (\$750.00) in gross wages.



**LETTER OF AGREEMENT**

**By and Between**

**CITY OF PACIFIC**

**And**

**TEAMSTERS LOCAL UNION NO. 117, IBT  
(REPRESENTING UNIFORMED EMPLOYEES)**

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**Re: OVERTIME DISTRIBUTION (Article 10.03)**

The Parties signatory to the current Collective Bargaining Agreement agree that the process outlined below shall be utilized on a trial basis for six (6) months after which time the parties will review the process for potential continuation or discontinuation. The Overtime Wheel as described below shall begin being utilized upon the effective date of the Agreement which will trigger the commencement of the six (6) month trial period.

In the event a need for overtime should occur, hours it shall be offered and distributed utilizing an Overtime Wheel as outlined below:

Overtime Wheel – An overtime wheel will be established to provide equal access to scheduled overtime opportunities by full-time regular employees. Scheduled overtime is overtime scheduled in advance which is not part of a normal work day. Employees will be placed on the overtime wheel based on their bargaining unit seniority, in descending order. The person at the top of the overtime wheel will be offered the scheduled overtime opportunity. That person moves to the bottom of the list, whether he or she accepts the overtime or not.

The initial implementation of the Overtime Wheel shall be done as a trial and will be under a six (6) month Trial Period. The parties will revisit the procedure in a Labor Management Committee at the conclusion of the Trial Period and evaluate the merits of continuing with the procedure.

Any and all other provision of the Agreement shall remain in full force and effect during the effective dates of the Agreement.

**CITY OF PACIFIC, WA  
UNIFORMED EMPLOYEES**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

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**LEANNE GUIER  
Mayor**

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**JOHN SCEARCY  
Secretary-Treasurer**

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**Date**

---

**Date**

*Fully Recommended Settlement Offer*  
By and Between



CITY OF PACIFIC (UNIFORMED EMPLOYEES)  
Teamsters Local Union No. 117