



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

November 7, 2016
Monday

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**
 - () **A. AB 16-111:** Park Board Presentation – Three-Year Plan (15 min.)
(Jack Dodge)
 - () **B. AB 16-112:** Rate Study Discussion (15 min.)
(Jim Morgan)
 - () **C. AB 16-113: Resolution No. 2016-383:** Authorizing the execution of an Agreement with King County Water and Land Resources Division to provide support for Pacific to enhance its sandbag distribution efforts. (5 min.)
(Jim Morgan)
 - () **D. AB 16-114: Ordinance No. 2016-1940:** Condemnation Ordinance for Baguio Property. (10 min.)
(Jim Morgan)
 - () **E. AB 16-115: Resolution No. 2016-384:** Amended Interlocal Agreement With the City of Sumner for the design, right-of-way, and construction of the 136th/Valentine Corridor improvements. (10 min.)
(Jim Morgan)
 - () **F. AB 16-116: Ordinance No. 2016-1941:** Adopting the Ad Valorem tax levy for the year 2017, effective on January 1, 2017. (5 min.)
(Richard Gould)
 - G. Budget Presentation** (5 min.)
- 5. EXECUTIVE SESSIONS:** Two executive sessions for the purpose of discussing two issues of potential litigation under RCW 42.30.110(1)(i) for 15 minutes.
- 6. ADJOURN**



TO: Pacific City Council

FROM: Jack Dodge, Community Development Manager

MEETING DATE: November 7, 2016

SUBJECT: Board of Park Commissioners 3-Year Work Plan

ATTACHMENTS:

1. PMC Chapter 2.38 – Board of Park Commissioners
2. Board of Park Commissioners July 2016 to June 2019 3-Year Work Plan

Previous Review Date/s: First Council Review

Summary:

For several months, the Board of Park Commissioners reviewed and updated their 2016-2019 3-Year Work Plan, as mandated by PMC 2.38.050. Their August 2016 monthly meeting was cancelled, so the Board approved the Plan at their September 20, 2016 meeting, after discussing the cost of vandalism, and adding Park security assessment and implementation as priorities.

The Board amended the Plan again at their October 18, 2016, meeting to recommend directing Impact Fees from two subdivisions on 1st Avenue E and Skinner Road (22 homes), toward developing a small park at City-owned property on nearby Alder Lane N.

Recommendation:

The Board of Park Commissioners 3-Year Work Plan is now being recommended to City Council for approval.

Chapter 2.38 BOARD OF PARK COMMISSIONERS

Sections:

- [2.38.010](#) Definitions.
- [2.38.020](#) Creation – Membership – Compensation.
- [2.38.030](#) Terms of commissioners – Attendance – Filling vacancies.
- [2.38.040](#) Officers – Meetings – Quorum.
- [2.38.050](#) Powers and duties.
- [2.38.060](#) Creation of rules and regulations.
- [2.38.070](#) Citizens' advisory group.
- [2.38.080](#) Park and recreation fund.
- [2.38.100](#) *Repealed.*

2.38.010 Definitions.

Words used in this chapter shall have the following meanings:

A. "Board" means board of park commissioners.

B. "Park" means an area of land, with or without water, developed and used for public recreational purposes, including landscaped tracts, picnic grounds, playgrounds, athletic fields, recreation centers, camps, foot, bicycle and bridle paths, motor vehicle drives, wild life sanctuaries, museums, zoological and botanical gardens, facilities for bathing, boating, hunting and fishing, as well as other recreational facilities owned by the city of Pacific and utilized for the benefit of the public. (Ord. 570 § 1, 1975).

2.38.020 Creation – Membership – Compensation.

There is created a board of park commissioners in and for the city, consisting of six members who shall be appointed by the mayor, with the consent of the city council, from citizens who reside in the city. One position shall be reserved for a Pacific youth, 16 to 18 years of age. Park commissioners shall not be compensated for their services. (Ord. 1663 § 1, 2007; Ord. 1217, 1994; Ord. 1192, 1993; Ord. 1071 § 1, 1989; Ord. 570 § 2, 1975).

2.38.030 Terms of commissioners – Attendance – Filling vacancies.

A. Commissioners will be appointed to three-year terms that are staggered by position. The exception will be the Pacific youth position which shall be a one-year appointment. The terms of office shall begin on the first Monday in January, and, at expiration of each commissioner's term, the mayor shall appoint, with the confirmation of the city council, one member for a three-year term.

B. Members of the board may be removed at any time by the mayor, with council approval, and vacancies for the remainder of unexpired terms shall be filled in the same manner in which original appointments are made.

C. If a member of the board absents himself, unless by permission of the board, from three consecutive regularly scheduled meetings, such absence shall be deemed cause for removal. (Ord. 1663 § 1, 2007; Ord. 968 § 1, 1985; Ord. 941 § 2, 1984; Ord. 570 § 3, 1975).

2.38.040 Officers – Meetings – Quorum.

Immediately after their appointment, the park commission shall meet and

organize by electing from the members of the board a chairperson, a secretary, and such other officers as may be necessary. It shall be the duty of the secretary to keep minutes of all meetings and of all proceedings of the board. A majority of the board shall constitute a quorum for the transaction of business, and two affirmative votes shall be necessary to carry any proposition. A regularly scheduled meeting of the board shall be held at least once a month. However, a meeting may be canceled if the board has no business to transact. A copy of the minutes of the meeting shall be filed with the city clerk, to be given to the park department and city council at the next scheduled council meeting. Each member of the board shall receive a copy of said minutes. (Ord. 1233 § 1, 1994; Ord. 968 § 2, 1985; Ord. 570 § 4, 1975).

2.38.050 Powers and duties.

A. The board shall have all the powers and perform all the duties provided by the laws of the state of Washington relating to board of park commissioners of code city.

B. The board shall advise the city council regarding planning, promotion, acquisition, construction and development of public recreational facilities.

C. The board shall make recommendations which it may deem advisable for the acquisition and development of future recreational facilities.

D. The board shall perform such other services and studies as may be requested by the city council.

E. The board shall review any applications that propose any kind of physical changes to the park, or any kind of temporary or permanent structure that may restrict the use of the park.

F. The board shall prepare a three-year park development plan. The board shall report to the city council annually prior to July 31st regarding an updated three-year park development plan with budget recommendations.

G. The board shall prepare a yearly budget for the special projects to be completed in the following year as outlined in their three-year park development plan. The budget to be submitted to the parks and recreation director by August 31st to allow for inclusion in the annual city budget. (Ord. 1233 § 2, 1994; Ord. 968 § 3, 1985; Ord. 570 § 5, 1975).

2.38.060 Creation of rules and regulations.

The board shall recommend rules and regulations for the government and management, including the fees charged for the use thereof, of any municipally owned or controlled park or recreation facility. All rules and regulations and use charges and amendments and changes adopted by the city council shall be promulgated by one posting in three public places in the city, and a copy thereof shall be filed in the office of the city clerk. These rules and regulations shall have full force and effect from and after the date of publication. This chapter and rules and regulations adopted pursuant thereto shall be enforced by the police department. Violations of rules and regulations so adopted shall be a violation of this chapter. (Ord. 1477 § 3, 2000; Ord. 968 § 4, 1985; Ord. 570 § 6, 1975).

2.38.070 Citizens' advisory group.

The mayor may appoint, with the city council approval, a citizens' advisory group, as necessary. This group shall consist of five members representing various

community, civic or religious organizations, and the populace at large, and shall include at least two persons under age 21. The duties of this group shall be to advise the mayor, board and city council regarding control and supervision of all parks and playgrounds, planning, promotion, management and acquisition, construction and development, maintenance and operation, including restrictions on and compensation to be paid for concessions or privileges in parks, playgrounds and recreational facilities within the city limits, as required. This group shall not be confused with the parks and recreation committee, which is the committee of council members appointed by the mayor as his advisory committee. (Ord. 570 § 7, 1975).

2.38.080 Park and recreation fund.

There is established a fund, to be known as the "park and recreation fund," and said fund shall receive all revenues created by all fees, fines and deposits established by this chapter. This fund shall be used for maintenance and operation of all city parks and recreational facilities and all related groups and organizations. These funds will be administered by the appropriate city departments, i.e., utilities, parks and recreation, or the city clerk's office depending upon the need. (Ord. 1233 § 3, 1994; Ord. 968 § 5, 1985; Ord. 570 § 8, 1975).

2.38.100 Penalty for violation.

Repealed by Ord. 1477. (Ord. 570 § 10, 1975).

**The Pacific Municipal Code is current through Ordinance
1892, passed January 26, 2015.**

Disclaimer: The City Clerk's Office has the official version of the Pacific Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.



City of Pacific Board of Park Commissioners 2016 - 2019 Work Plan

Note: Year cycles run from July 1st through June 30th of the following year

ACTIVITY	YEAR 1: 2016-2017	YEAR 2: 2017-2018	YEAR 3: 2018-2019	PROPOSED FOR YEARS 2018-2021
Community Awareness & Public Participation	Continue to seek Pacific residents' input and suggestions for park improvements: mention in Newsletter, Website, City property signage.	Continue to seek Pacific residents' input and suggestions for park improvements: mention in Newsletter, Website, City property signage.	Continue to seek Pacific residents' input and suggestions for future park improvements	Continue to seek Pacific residents' input and suggestions for future park improvements
Increase Volunteer Pool,	Participate in Earth Day, Pacific Days. Partner w/ AIPac PTA, High Schools.	Participate in Make a Difference Day, Earth Day, Pacific Days.	Participate in Make a Difference Day, Earth Day, Pacific Days.	Participate in Make a Difference Day, Earth Day, Pacific Days.
Create & Maintain Partnerships	College Intern 4-6 hrs/day.	Partner w/ AIPac PTA, High Schools.	Partner w/ AIPac PTA, High Schools.	Partner w/ AIPac PTA, High Schools.
Annual Report & Plan Update: Including Results of Annual Parks Tour, and a List of Park Deficiencies	October 18, 2016 Annual Tour: May 2017 Public Works Dept: Quarterly Parks Reports	July 31, 2017 Annual Tour: May 2018 Public Works Dept: Quarterly Parks Reports	July 31, 2018 Annual Tour: May 2017 Public Works Dept: Quarterly Parks Reports	
Review and propose updates to Pacific Municipal Code and Fee Schedules	PMC 2.38 - Board of Park Commissioners, Title 22 - Park Impact Fees, & Park Rental Fees			
Parks Funding Sources: City Budget, Park Impact Fees, King & Pierce Co. Tax Levies, Grants, Donations, Park Rental Fees Sale of surplus properties	2016 Budget, 2017 Request (9/20/16) Have signage at all City Parks Morgan Property CFT Grant purchase Milwaukee Creek Grant purchase Start Pacific Meadows Wetland Improvements Identify sites for ADA, dog, skate, water parks Identify surplus properties with City Staff	2017 Budget, 2018 Request (8/31/17) Hiranaka-Hatch: IU Trail mitigation design Morgan Property design (parking, trails, etc.) Milwaukee Creek Corridor enhancements Pacific Meadows Wetland Improvements Site & fund a multi-purpose sports field Recommend sale(s) to City Council Survey & Report of who is using City Park	2018 Budget, 2019 Request (8/31/18) Hiranaka-Hatch site improvements Morgan Property improvements Milwaukee Creek Corridor enhancements Pacific Meadows Wetland Improvements Construct a multi-purpose sports field	Milwaukee Creek Corridor enhancements Pacific Meadows Wetland Improvements
Development and Acquisition of Properties	Correct deficiencies in existing parks Consider New Hope, other properties Fund, apply for grants for property purchases	Correct deficiencies in existing parks Kiosks at Centennial Park, Interurban Trailhead	Correct deficiencies in existing parks	Correct deficiencies in existing parks
Capital Improvements Interurban Trail: Partnering with other cities/Agencies: Community/Civic Center Campus: City Park: Alder Lane N: Park Development	Parks Capital Improvement Plan Design 3rd SW Trailhead Fund design of N-S Trail from 3rd SW Build Trail from Stewart Rd to County Line Fund West Hill design with Edgewood Design Temporary Outdoor Facilities Install Temporary Outdoor Facilities Select consultant for Master Plan Community engagement Identify options and alternatives Park Security Assessment Use Impact Fees from 1st E & Skinner homes	Implement Parks CIP Fund physical improvements to 3rd Trailhead Design & begin building N-S Trail from 3rd SW Design from West Hill County Line to WV Hwy Complete Campus Master Plan Master Plan Design, Fund Site Development Identify options and alternatives Park Security implementation by 6/30/18	Implement Parks CIP Build 3rd SW Trailhead Complete N-S Trail from 3rd SW Construct WV Hwy to 3rd SW Move Public Works Shop and yard Fund Building improvements Fund Improvements to Grounds Identify options and alternatives	Update Parks CIP Begin Building Improvements Begin Improvements to grounds
Code Enforcement	3rd Ave. SW & 324 Butte Ave SE encroachments 5th Ave. SE / Valentine Ct. encroachments			



Agenda Bill No. 16-112

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: November 14, 2016

SUBJECT: Utility Rates

ATTACHMENTS: Utility Rate Presentation

Previous Council Review Date:

Summary: The city utility funds have been declining for several years eroding the capital reserves. The City retained Katy Isakson and Associates to evaluate City utility rates based on current and future operation and maintenance expenses, current debt obligations and proposed capital improvement projects.

Recommendation/Action: None.

Motion for Consideration: None.

Budget Impact: None.

Alternatives: None.

UTILITY RATES

INTRODUCTION

- Utility payments are only used for utility O&M and CIP debt
- All payments are received into Operating Funds
 - Transfers into Capital Funds for system improvements and debt repayment
- Resolution No. 1015-1915 Established Water Rates 11/23/15
- Resolution No. 2015-1916 Established Sewer Rates 11/23/15
- Ordinance No. 2015-1914 Established Storm Water Rates 11/23/15
- Assumptions used in the calculation of Proposed Rates:
 - Required increases to meet existing debt obligations
 - Required increases to meet proposed debt obligations
 - 3.0% Growth in Expenditures
- Council Policy of Maintaining Operating Reserves

WATER UTILITY INTRODUCTION

- City Water System Improvements
 - New shop facilities
 - Meter Replacements
 - Will reduce time spent reading meters
 - Will alert staff of customer leaks to reduce waste
 - Will eliminate failing meters
- New Capital Projects
 - AC Main Replacement
 - Hydrant Repairs and Upgrades
 - Begin Thornton Avenue Water Main Replacement



WATER BUDGET OVERVIEW

Water	2016	2017
Revenues	\$1,750,041	\$1,410,087
Expenditures	\$1,274,439	\$1,400,000
Fund Balance	\$475, 602	\$XXX, XXX

WATER RATES

IN CITY BASE RATE CHARGES		
METER SIZE (Inches)	CURRENT	PROPOSED
5/8	\$12.24	\$17.75
1	\$24.48	\$29.64
1.5	\$52.02	\$59.11
2	\$80.58	\$94.61
3	\$149.94	\$177.50
4	\$253.47	\$295.89
6	\$506.94	\$591.61

IN CITY CONSUMPTION CHARGES		
TIER	CURRENT	PROPOSED
1	\$2.02/CCF	\$3.50/CCF
2	\$3.06/CCF	\$4.00/CCF
3	\$4.08/CCF	\$4.50/CCF

WATER

AVERAGE	2016	2017	2018
RESIDENTIAL CHARGE	\$26.52	\$42.25	\$42.75
COMMERCIAL CHARGE	\$46.88	\$64.64	\$65.48

SANITARY SEWER INTRODUCTION

- Metro Increase from \$ 42.03 to \$44.22 for conveyance and treatment charges
- City operates 4 pumping stations in need of significant investment (pumps, motors, seal lift station)
- Manhole Sealing Program



SANITARY SEWER BUDGET OVERVIEW

SEWER	2018	2017
REVENUES	\$2,251,751	\$2,313,720
EXPENDITURES	\$2,248,071	\$2,256,254
FUND BALANCE	\$3,680	\$XX,XXX

SANITARY SEWER RATES

	CURRENT 2016	PROPOSED 2017	PROPOSED 2018
METRO	\$42.03	\$44.22	\$44.22
CITY	\$21.22	\$28.25	\$35.25
RESIDENTIAL	\$63.25	\$72.47	\$79.47
COMMERCIAL *	\$9.04	\$10.35	\$11.35
	*\$63.25 + \$9.04/100CF > 7 00CF	*\$72.47 + \$10.35/100CF > 700CF	*\$79.47 + \$11.35/100C F > 700CF

AVERAGE 2017 USER INCREASE PER MONTH	
RESIDENTIAL	\$9.22
COMMERCIAL *	\$13.16
*\$ 72.47 + 3@ \$ 10.35	

STORM WATER

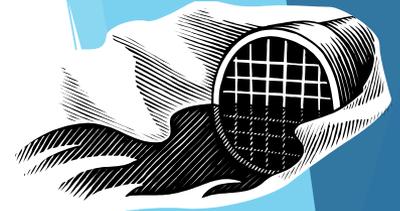
- INVESTMENTS

- Increased Catch Basin and Storm Pond Maintenance

- FUTURE INVESTMENTS

- Pump Station Design at Government Canal
- 5th Ave. SW

STORM WATER BUDGET OVERVIEW



CURRENT MONTHLY RATES			
2016	2017	2018	
\$ 13.25	\$ 18.50	\$ 23.82	ERU Residential
\$ 5.87	\$ 7.25	\$ 8.60	ERU Commercial Approved Facility
\$ 16.00	\$ 20.00	\$ 23.82	ERU Commercial Non-Approved Facility
\$ 0.50	\$ 0.50	\$ 0.50	ERU P.E.D.A Rate
*Equivalent Residential Unit = 2,500 Square Feet of Impervious Surface			

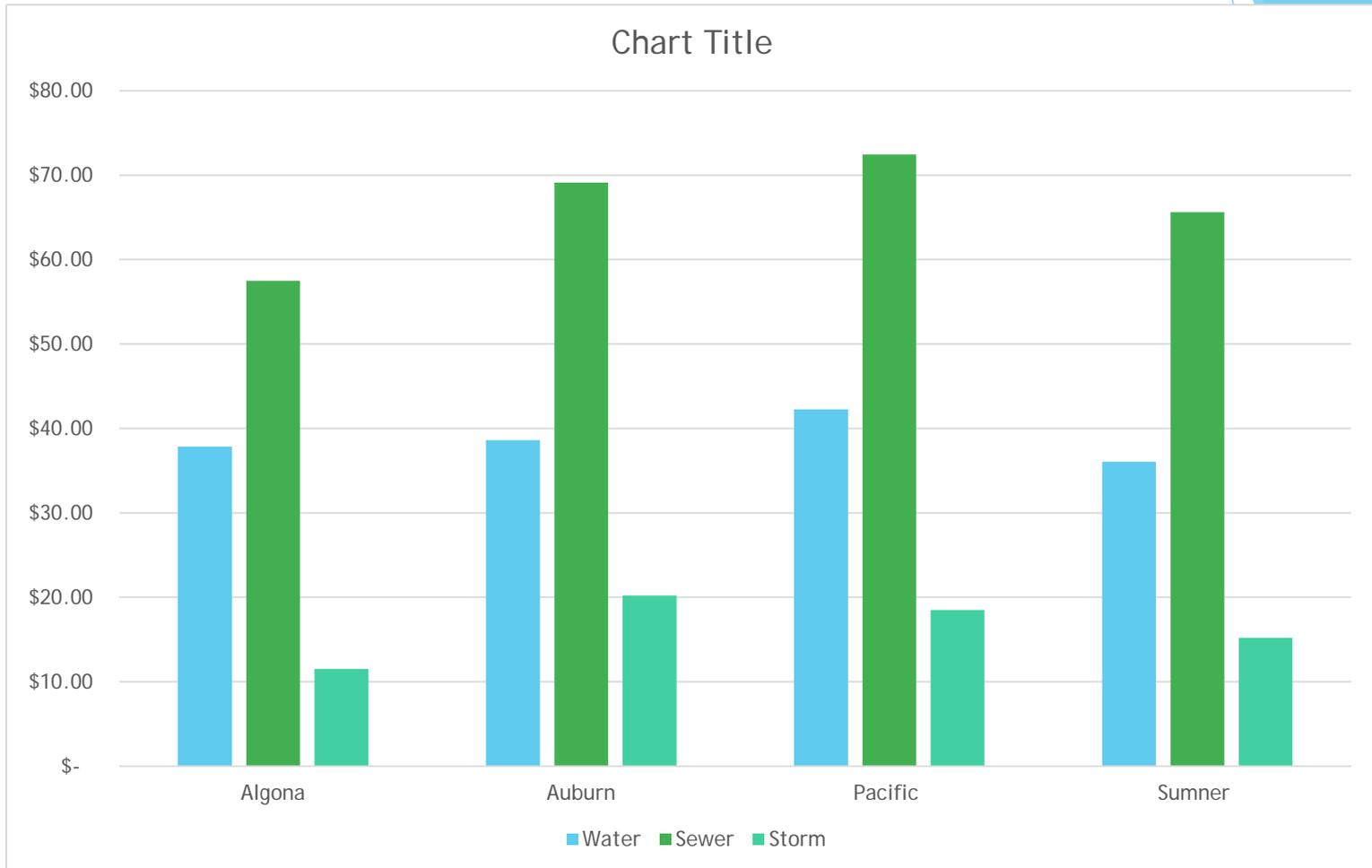
STORM SEWER	2016	2017
REVENUES	\$1,319,260	\$954,042
EXPENDITURES	\$853,928	\$865,850
FUND BALANCE	\$465,333	\$XXX,XXX

IMPACT PACIFIC RESIDENTS/BUSINESSES



	2016		2017	
	SFR	COMM	SFR	COMM
WATER	\$26.52	\$ 43.35	\$42.25	\$ 64.64
SANITARY SEWER	\$63.25	\$ 90.37	\$74.22	\$103.53
STORM WATER	\$13.25	\$127.53	\$16.50	\$157.75
TOTAL	\$103.02	\$261.25	\$139.46	\$325.92

PROPOSED RATES FOR 2017





Agenda Bill No. 16-113

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: November 14, 2016

SUBJECT: King County Sand Bag Agreement

ATTACHMENTS:

- Resolution No. 2016-383
- King County Agreement of Support

Previous Council Review Date: N/A

Summary: The City recognizes that Public Works has the responsibility to maintain services and recover expeditiously from disasters and emergencies. Coordinating response and recovery efforts with other public works agencies can enhance the City's ability to better protect the public and property. King County Water and Land Resources Division has offered to provide assistance with sandbag distribution. The attached agreement would accept the services offered by King County.

Recommended Action: Staff recommends Council approve Resolution No. 2016-383 to accept the King County offer of support to provide sand bag supplies for flood protection.

Motion for Consideration: "I move to" approve Resolution No. 2016-383, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KING COUNTY WATER AND LAND RESOURCES DIVISION TO PROVIDE SUPPORT FOR PACIFIC TO ENHANCE ITS SANDBAG DISTRIBUTUION EFFORTS.

Budget Impact: No impact unless services are used.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-383

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KING COUNTY WATER AND LAND RESOURCES DIVISION TO PROVIDE SUPPORT FOR PACIFIC TO ENHANCE ITS SANDBAG DISTRIBUTUION EFFORTS.

WHEREAS, the City recognizes that Public Works has the responsibility to maintain services and recover expeditiously from disasters and emergencies, and;

WHEREAS, coordinating response and recovery efforts with other public works agencies can enhance the City's ability to better protect the public and property, and

WHEREAS, King County Water and Land Resources Division has offered to provide assistance with sandbag distribution;

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 attached Agreement of Support with King County Water and Land Services, Exhibit A, to receive support during proclaimed flood disasters or emergencies.

Passed by the City Council at a Regular Meeting thereof on the 14th day of November, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON NESS, CMC
CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**Agreement of Support
Between King County and the City of Pacific
for Provision of Sandbag Supplies for Enhanced Flood Protection**

This Agreement of Support ("Agreement") is made by and between King County, as represented by its Water and Land Resources Division ("WLRD") and the City of Pacific ("City") (collectively the "Parties," or in the singular "Party")

I. Purpose

This Agreement provides the mechanism whereby WLRD will provide support to the City in order to enhance and expand its sandbag distribution efforts to allow as potential recipients of sandbags all citizens residing in King County who request sandbags in order to protect their homes from flood damage.

In times of flooding the City distributes sand and sandbags to citizens on a first come first served basis in order to assist those citizens in protecting homes and property from flood damage. To date, the City's sandbag distribution program has been available only to residents residing within the municipal boundaries of the City. On March 17, 2009, the King County Council, in response to severe flooding in early 2009, adopted ordinance 16379. This ordinance directed WLRD to increase the availability of sandbags to citizens in flood prone areas by creating stockpiles of materials for sandbags that would be made available at multiple locations in each major watershed in King County free of charge during the flood season. WLRD was also directed to communicate this availability to the public. WLRD has determined that an efficient and effective way of meeting these directives is to augment efforts by cities with existing sandbag distribution programs by providing additional sand and sandbags to those programs so that the programs can be available to all citizens in King County, rather than to City residents only. Cities, including the City, have expressed their willingness to accept additional sandbag supplies from King County and distribute them, as long as supplies last, to all citizens residing in King County who request them.

II. Project Management and Administration

- A. The City and the WLRD will each appoint a representative to administer the terms of this Agreement.
- B. In the event that a dispute arises under this Agreement, it shall be referred for resolution to the Division Director of WLRD, or other representative as designated by WLRD, and a representative as designated by the City. This provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

III. Responsibilities

A. WLRD:

- 1. By October 1 of each calendar year beginning in 2014, WLRD will provide the City with 1,000 sandbags and 30 yards of sand or the cash equivalent.
- 2. In a given calendar year, WLRD will provide additional supplies upon request by the City, subject to availability and funding, and the provisions of IV.G. below.

B. The City:

- 1. Upon execution of this Agreement, the City will designate a location for delivery supplies by WLRD and, if different, the location where citizens may pick up sandbag supplies.
- 2. Subject to availability and funding, the City agrees to distribute sandbag supplies while they last to the citizens residing within incorporated and unincorporated King County who request them, during the times the City operates its sandbag distribution program.
- 3. The City agrees to comply with all applicable regulations governing its sandbag distribution program.
- 4. The City agrees to acknowledge the King County Flood Control District as a source of funding for the sandbag distribution program on all literature, signage and press releases related to the distribution of sand and sandbags supplied or funded by King County.

IV. Effectiveness and Duration

- A. This Agreement is effective upon signature by both Parties and shall remain in effect until May 31, 2019, unless terminated by either Party. Either Party may terminate this Agreement upon 60 days prior written notification to the other Party.
- B. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.
- C. This Agreement is not assignable by either Party, either in whole or in part.
- D. To the extent that compliance with the terms of this Agreement requires future appropriations beyond current appropriation authority, each of the Parties' obligations are contingent upon the appropriation of sufficient funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made for either Party, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.
- E. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.
- F. WLRD's provision of funds or materials to the City is and will be construed by the Parties as a disbursement to the City to provide for measures that support King County's flood control and flood protection activities as Service Provider to the King County Flood Control Zone District ("District"), and as consistent with the purposes and mission of the District. This Agreement is not and will not be construed to be a contract for services between the City and WLRD. Neither Party is acting as the agent of the other under the terms of this Agreement. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- G. The Parties recognize that the County is entering into similar kinds of agreements with a number of municipalities, and the County's resources to provide materials and

funding in this sandbag protection program are limited. In the event that the requests from municipalities participating in this sandbag protection program, as provided for in III.A.2. above, exceed the capacity of the resources available to WLRD, the Parties recognize that WLRD will use best professional judgment in dispensing remaining materials and funds to the municipalities involved in this program.

V. Indemnification

The City shall protect, defend, indemnify, and save harmless WLRD, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the City's own negligent acts or omissions in connection with activities conducted under the term of this Agreement. WLRD shall protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from WLRD's own negligent acts or omissions in connection with activities conducted under the terms of this Agreement. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity

that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The indemnification provided for in this Article V. shall survive the termination of this Agreement.

VI. Counterparts

This Agreement may be executed in counterparts.

Approved as to Form

**Approved as to form by the King County
Prosecuting Attorney's Office
as of May 28, 2014**

King County

By: 
Title: Director, King County Department
of Natural Resources and Parks

Date: 6-17-14

City of Pacific

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



TO: Mayor Guier and City Council Members
FROM: Public Works and City Attorney's Office
MEETING DATE: November 14, 2016
SUBJECT: **Condemnation Ordinance -- Baguio Property**
224 County Line Road S.E., 646 Yakima Avenue, 638 Yakima Ave.

ATTACHMENTS:

- Ordinance No. 2016-1940

Previous Council Review Date:

Background:

The City has developed a capital facilities plan (CFP) to determine the long term needs for the City to operate efficiently and serve the projected growth of the community. One of the projects in the CFP is the development of an expanded Public Works facility at or near the location of existing City facilities. The City has proposed to begin project design and construction in 2017.

The City has selected the property that will be most beneficial to the City (commonly known as 224 County Line Road S.E., 646 Yakima Avenue and 638 Yakima Avenue in Pacific). The owner of the property is deceased, so the City initiated negotiations with the sole heir of the owner of the property. The City Attorney and the attorney for the sole heir were not able to negotiate a purchase and sale agreement that would provide the City with the property rights desired by the City. Condemnation of the property would provide the City with clear title to the property.

Summary: This Ordinance will provide direction to the City attorney and staff to move forward with condemnation, allowing the City to acquire clear title. In addition, a condemnation action will ensure that anyone claiming under the deceased property owner can make a claim to the Superior Court for the compensation paid by the City for the property.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2016-1940, which will permit the City to move forward on the acquisition of real property to expand the public work facilities.

Motion for Consideration: MOVE TO APPROVE ORDINANCE NO. 2016-1940, AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY LOCATED IN PACIFIC, NECESSARY FOR THE CONSTRUCTION OF THE PUBLIC WORKS SHOP BUILDING, DIRECTING STAFF TO EXHAUST ALL REASONABLE NEGOTIATION EFFORTS TO PURCHASE THE PROPERTY NECESSARY FOR THE PROJECT, DESCRIBING THE PUBLIC CONVENIENCE, USE AND NECESSITY FOR SUCH PROPERTY; PROVIDING FOR THE CONDEMNATION, APPROPRIATION AND USE OF THE PROPERTY; DESCRIBING THE MODE OF PAYMENT OF COST OF ACQUISITION OF THE PROPERTY; AND DIRECTING THE CITY ATTORNEY TO PROSECUTE SUCH ACTION IN KING COUNTY SUPERIOR COURT IN THE EVENT DIRECT PURCHASE EFFORTS ARE NOT SUCCESSFUL.

Budget Impact: There will be a charge to publish a summary of the Condemnation Ordinance.

Alternatives: None recommended.

CITY OF PACIFIC, WASHINGTON

ORDINANCE NO. 2016-1940

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY LOCATED IN PACIFIC, NECESSARY FOR THE CONSTRUCTION OF THE PUBLIC WORKS SHOP BUILDING, DIRECTING STAFF TO EXHAUST ALL REASONABLE NEGOTIATION EFFORTS TO PURCHASE THE PROPERTY NECESSARY FOR THE PROJECT, DESCRIBING THE PUBLIC CONVENIENCE, USE AND NECESSITY FOR SUCH PROPERTY; PROVIDING FOR THE CONDEMNATION, APPROPRIATION AND USE OF THE PROPERTY; DESCRIBING THE MODE OF PAYMENT OF COST OF ACQUISITION OF THE PROPERTY; AND DIRECTING THE CITY ATTORNEY TO PROSECUTE SUCH ACTION IN KING COUNTY SUPERIOR COURT IN THE EVENT DIRECT PURCHASE EFFORTS ARE NOT SUCCESSFUL.

WHEREAS, the City of Pacific has a City Hall complex on the southeasterly corner of Milwaukee Boulevard S. and 3rd Avenue SE, which is composed of City Hall, the Community/Recreation Center, the Senior Center, the City Public Works Shop, a playground with ballfield and associated parking; and

WHEREAS, The Public Works tools and equipment are currently housed in the Shop and vehicles are staged in the yard; and

WHEREAS, the City's adopted Capital Facilities Plan element of the Comprehensive Plan (CAP) shows the City's plan to relocate City shops to a new shop building and to create a larger yard for storage of equipment and vehicles;

WHEREAS, the City has secured funding for the project, consistent with the CAP from bonds, the utility funds and the general fund; and

WHEREAS, the project design has not begun, but construction of the project is estimated to begin during 2017; and

WHEREAS, prior to commencement of construction, the City must acquire the property necessary for completion of the project, and must justly compensate affected property owners for the property rights and interests acquired; and

WHEREAS, the City selected three parcels of property for the New City Shop project, located at: (1) 224 County Line Road S.E.; (2) 646 Yakima Avenue, and (3) 638 Yakima Avenue, all located in the City of Pacific, and legally described in Section 1 of this Ordinance; and

WHEREAS, the properties were owned by Leonor F. Baguio, deceased; and

WHEREAS, the City selected these parcels because they are positioned immediately adjacent to critical infrastructure (water tank and pump station), and if an expansion of water storage is required in the future, this is the preferred location; and

WHEREAS, in addition, the City selected these parcels because they are centrally located to the City, allowing easy access to any point in the City for quickest response times (by Public Works personnel) in emergencies; and

WHEREAS, the City Council finds that acquisition of the property is critical to the Public Works Shop project and it is in the public interest to have such property for public health, safety and welfare; and

WHEREAS, the City has attempted to negotiate the purchase of all necessary property rights for the Public Works Shop Building project from a person claiming an interest in the property as Leonor Baguio's sole heir, but the parties have yet to agree upon the necessary property rights to be included in the purchase; and

WHEREAS, while the City prefers to acquire the necessary interest in the property through active negotiations with the owners of said property, it may not be possible in this case because the property owner is deceased, and the property rights desired by the City are not available from the owner's sole heir; Now, Therefore,

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

Section 1. Legal Description. The real properties that are the subject of this ordinance is commonly known as: (1) 224 County Line Road S.E.; (2) 646 Yakima Avenue, and (3) 638 Yakima Avenue, all located in the City of Pacific, all of which are legally described as follows:

Lots 1, 2 and 3 of Pacific Short Plat No. 03-002 of the City of Pacific, recorded under King County Recording No. 200311199000003. Parcel Nos.: 3521049028, 3512049077 and 3521049078.

Section 2. Findings of Fact. Each and every one of the recitals contained in the preamble to this Ordinance are hereby adopted as findings of fact and incorporated herein by reference, supporting the action taken in this Ordinance.

Section 3. Public Use and Necessity. The public health, safety, necessity and convenience demand that the property described in Section 1 be condemned, appropriated, taken and damaged as provided by this Ordinance, for the purpose of designing, constructing, operating and maintaining the City Public Works Shop.

Section 4. Declaration of Necessity. The City Council of the City of Pacific, after hearing the report of City Staff and reviewing the plans for the improvement of the property, hereby declares that the properties identified in Section 1, and owned by Leonor Baguio, deceased, and anyone claiming under her, including but not limited to Leo Baguio, her sole heir, are necessary for the public use. The City intends to condemn

the property identified in Section 1 for the purpose described herein, after just compensation has been made, or paid into the court for the owner thereof, in the manner provided by law.

Section 5. Costs of Acquisition. The costs of the acquisition provided for by this Ordinance shall be paid by the General Fund of the City of Pacific, or from bonds, the utility funds or such other funds of the City of Pacific as may be provided by law.

Section 6. Direction to the City Attorney. The City Attorney or special legal counsel retained for prosecution of this condemnation action, are hereby directed to exhaust reasonable efforts through direct negotiations to acquire the necessary property. In the event that reasonable negotiation efforts are not successful with affected property owners, the City Attorney or special legal counsel are hereby authorized and directed to begin and prosecute actions and proceedings in a manner provided by law to condemn, take, damage and appropriate the real property necessary to carry out the provisions of this Ordinance, as the same is described in Section 1 herein. In conducting such condemnation proceedings, the City Attorney or special outside legal counsel are hereby authorized to enter into stipulations for the purpose of minimizing damages.

Section 7. Severability. If any sentence, clause or phrase of this Ordinance should be held to be invalid 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 8. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council of Pacific this ____nd day of _____, 2016.

Leanne Guier
Mayor

AUTHENTICATED:

Amy Stevenson-Ness, CMC
City Clerk.

APPROVED AS TO FORM:

Office of the City Attorney

**Carol Morris
City Attorney**



Agenda Bill No. 16-115

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: November 14, 2016
SUBJECT: Pacific - Sumner ILA Amendment for Valentine Avenue

ATTACHMENTS:

- Resolution 2016-384
- ILA Amendment

Previous Council Review Date:

Summary: The City of Pacific and the City of Sumner entered into an Interlocal Agreements for the design and construction and corresponding financing of the 136th/Valentine Project (the "Project"). Pacific formed Local Improvement District No. 6 ("LID No. 6). Sumner was the lead agency for the Project and also initially administered LID No. 6 by providing funding and financing for that portion of the costs. The Project is nearly complete and the Parties desire to reallocate the LID funding responsibilities to each respective City and to further clarify other responsibilities.

Recommendation/Action: Staff recommends Council approve Resolution No. 2016-384 to authorize the mayor to execute the ILA Amendment.

Motion for Consideration: "I move to" approve Resolution No. 2016-384, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH CITY OF SUMNER REGARDING FINANCIAL MANAGEMENT OF THE LOCAL IMPROVEMENT DISTRICT (LID) 6 FOR THE VALENTINE AVENUE PROJECT.

Budget Impact: None.

Alternatives: None.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO 2016-384

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE
MAYOR TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH
CITY OF SUMNER REGARDING FINANCIAL MANAGEMENT OF THE LOCAL
IMPROVEMENT DISTRICT (LID) 6 FOR THE VALENTINE AVENUE PROJECT**

WHEREAS, the City of Pacific and the City of Sumner entered into an Interlocal Agreements for the design and construction and corresponding financing of the 136th/Valentine Project (the "Project"); and

WHEREAS, Pacific formed Local Improvement District No. 6 ("LID No. 6), pursuant to its Ordinance No. 1806, approved on August 11, 2011.

WHEREAS, the Interlocal Agreements were adopted by Sumner Resolution No. 1348 dated April 24, 2012 (corresponding Pacific Resolution No. 12-1171 dated April 23, 2012) and by Sumner Resolution No. 1370 dated December 17, 2012 (corresponding Pacific Resolution No. 12-1221 dated December 10, 2012) and

WHEREAS, Sumner was the lead agency for the Project and also initially administered LID No. 6 by providing funding and financing for that portion of the costs; and

WHEREAS, the Project is nearly complete and the Parties desire to reallocate the LID funding responsibilities and to further clarify other responsibilities.

**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 attached interlocal agreement (ILA) Amendment between the City of Pacific and the City of Sumner, Exhibit A, to reallocate the LID funding responsibilities.

Passed by the City Council at a Regular Meeting thereof on the 14th day of November, 2016.

CITY OF PACIFIC

LEANNE GUIER
MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON NESS, CMC
CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS
CITY ATTORNEY

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF SUMNER AND THE CITY OF PACIFIC FOR
DESIGN, RIGHT-OF-WAY AND CONSTRUCTION OF THE
136TH/VALENTINE CORRIDOR IMPROVEMENTS**

THIS AGREEMENT is entered into pursuant to RCW 39.34, the Interlocal Cooperation Act, between the **CITY OF SUMNER**, a Washington municipal corporation, located and doing business at 1104 Maple Street, Sumner, Washington 98390 (“Sumner”), and the **CITY OF PACIFIC**, a Washington municipal corporation, located and doing business at 100 3rd Avenue S.E., Pacific, Washington 98047 (“Pacific”), together referred to as the “Parties”, for the purpose of reconstructing 136th/Valentine Avenue from 24th Street in Sumner to County Line Rd in Pacific.

WHEREAS, the Parties entered into an Interlocal Agreements for the design and construction and corresponding financing of the 136th/Valentine Project (the “Project”); and

WHEREAS, Pacific formed Local Improvement District No. 6 (“LID No. 6), pursuant to its Ordinance No. 1806, approved on August 11, 2011.

WHEREAS, the Interlocal Agreements were adopted by Sumner Resolution No. 1348 dated April 24, 2012 (corresponding Pacific Resolution No. 12-1171 dated April 23, 2012) and by Sumner Resolution No. 1370 dated December 17, 2012 (corresponding Pacific Resolution No. 12-1221 dated December 10, 2012) and

WHEREAS, Sumner was the lead agency for the Project and also initially administered LID No. 6 by providing funding and financing for that portion of the costs; and

WHEREAS, the Project is nearly complete and the Parties desire to reallocate the LID funding responsibilities and to further clarify other responsibilities; **NOW THEREFORE**, the Parties agree as follows:

AGREEMENT

- A. **Pacific LID No. 6.** Pursuant to the Section B of the Interlocal Agreement authorized by Sumner Resolution No. 1370, Sumner was to assume all responsibility for the Administration of LID No. 6. The Parties agree that such Interlocal should be amended to reflect that Pacific is now (effective as of the effective date of this Agreement) assuming all responsibilities for the administration of LID No. 6. The Parties shall work cooperatively to exchange information and records regarding the Project and Project costs so that Pacific

obtain interim funding, finalize the LID No. 6 assessment roll and proceed to permanent financing. All other financing and/or funding responsibilities set forth in Section B and elsewhere in this or other related Interlocal Agreements shall remain in full force and effect.

B. **Outstanding Costs and Interim Financing.** Sumner submitted to Pacific an invoice reflecting the financial obligations to date for the Project which total approximately \$4.2 million. Pacific shall pay to Sumner said amount by December 31, 2016 by interim financing or by other means.

C. **Ongoing Costs and Expenses.** All Costs and expenses incurred between the date of substantial completion and when the final assessment roll is adopted that are attributable to both parties shall be split in the same manner as costs and expenses as set forth below.

D. **Miscellaneous.**

1. **Funding.**

(a) **Additional Funding.** Should additional funding be required, the Parties agree that each party is responsible for the additional funds required to perform the work falling within its corporate city limits; unless, however, if it is work necessary for the Project as a whole, then the costs for such work will be apportioned at a rate of 33.5% for the City of Sumner and 66.5% for the City of Pacific based upon the total length of the project and the proportional share.

(b) **Delay Costs.** Should additional costs be incurred due to delay of the project, the party to whom the delay is attributable shall be responsible for all costs associated to the delay. If any additional delay costs cannot be attributed to a specific party, then any such cost will be apportioned at a rate of 33.5% for the City of Sumner and 66.5% for the City of Pacific based upon the total length of the project and the proportional share.

2. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.

3. **Severability.** If any one or more of the sections, subsections, clauses or sentences of this Agreement is/are held to be unconstitutional or invalid, that unconstitutionality or invalidity shall not affect the validity of the remaining sections, subsections, clauses or sentences of this agreement, and the remainder shall remain in full force and effect.

4. **Entire Agreement.** This Agreement and any attached exhibits hereto contain the entire agreement between the parties. Should any language in any exhibit to this Agreement conflict with any language contained in this agreement, the terms of this agreement shall prevail. Written provisions and terms of this

Agreement, together with any attached exhibits, supersede all prior verbal statements by any representative of either party, and those statements shall not be construed as forming a part of or altering in any manner this Agreement.

5. Indemnification. Sumner shall defend, indemnify and hold Pacific, its officers, employees, agents, and assigns harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and reasonable attorney fees, arising from or in connection with the design or construction of the Project, but only to the extent of Sumner's negligence or comparative fault. Pacific shall defend, indemnify and hold Sumner, its officers, employees, agents, and assigns harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and reasonable attorney fees, arising from or in connection with the design or construction of the Project, but only to the extent of Pacific's negligence or comparative fault.

6. Project Coordination, Dispute Resolution and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If a dispute arises from or relates to this Agreement or the breach thereof, resolution of the dispute shall be as follows:

(a) Attempted through direct discussions as follows: (1) Pacific's designated contact person and Sumner's designated Project Manager shall make every effort to identify the problem(s) and resolve issues at their level to the satisfaction of both parties; (2) Should they fail to resolve the disputed issue, then the Sumner Project Manager, in coordination with Pacific's designated contact person, shall attempt to narrow the issue in dispute for consideration by the Public Works Director of Sumner and the City Administrator for Pacific shall determine if the dispute can be resolved through negotiations; (3) If the Public Works Director of Sumner and the City Administrator for Pacific are unable to resolve the dispute, then they shall each select, in addition to Sumner's PM and Pacific's contact person, one additional representative from among its employees who, together shall form a dispute resolution panel to resolve the dispute. (4) Should the dispute resolution panel be unable to settle any difference or claim arising from the parties' performance of this Agreement or the breach thereof through direct discussions, then the procedures as set forth in the ensuing paragraph (b) shall be employed as the means for resolving the dispute.

(b) The parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies. The mediator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be resolved by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County

Superior Court, Pierce County, Washington. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section 7 of this Agreement.

7. Review Committee. The Parties shall appoint a committee to review the progress of the Project and advise and make recommendations on design, functions and scope of the Project. The committee shall be made up of two representatives from Pacific (Richard Gould and Jim Morgan) and two representatives from Sumner (PM being one). The PM from Sumner shall be the chair person for this committee.

8. Written Notice. Unless notified to the contrary, all communications regarding this Contract shall be sent to the parties as follows:

<p>CITY OF SUMNER:</p> <p>Mike Dahlem, P.E. Interim Public Works Director City of Sumner 1104 Maple Street Sumner, WA 98390 253-299-5702 (telephone) 253-299-5539 (facsimile)</p>	<p>CITY OF PACIFIC:</p> <p>James Morgan, PE Public Works Manager City of Pacific 100 3rd Avenue S.E. Pacific, WA 98047 253- 253-929-1113(telephone) 253-939-6026(facsimile)</p>
--	---

Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

9. Full Force and Effect. Unless specifically amended by this First Amendment all other terms, conditions, and responsibilities of the Interlocal Agreements identified in the recitals above shall remain in full force and effect.

AGREED TO ON THIS _____ DAY OF _____ 2016.

[SIGNATURE PAGE FOLLOWS]

THE CITY OF SUMNER:

THE CITY OF PACIFIC:

David L. Enslow, Mayor

Leanne Guier, Mayor

APPROVED BY SUMNER CITY COUNCIL MOTION ON _____.

APPROVED BY PACIFIC CITY COUNCIL MOTION ON _____

ATTEST:

ATTEST:

_____(SEAL)
MICHELLE CONVERSE
SUMNER CITY CLERK

_____(SEAL)
AMY STEVENSON-NESS, CMC
PACIFIC CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BRETT C. VINSON
SUMNER CITY ATTORNEY

CYNTHIA WEED
SPECIAL COUNSEL FOR THE
CITY OF PACIFIC



Agenda Bill No. 16-116

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, Finance Director

MEETING DATE: November 7, 2016

SUBJECT: Ordinance Tax Levy.

ATTACHMENTS:

- Ordinance No. 2016-1941
 - Preliminary King/Pierce Counties Levy Limit Worksheet – 2017 Tax Roll
-

Previous Council Review Date: Various Meetings.

Summary: Every year the City must adopt an Ordinance identifying the Tax Levy for the New Year. Public Hearings must be held providing an opportunity for the public to comment on the Budget and on revenue sources including the potential for a Tax Levy increase. Last year the City did not take an increase in their tax levy.

The City Council held a public hearing on the potential tax levy increase on October 24, 2016.

The estimated valuation for the City of Pacific is \$640,989,858 including new construction. The statutory limit for the City of Pacific is \$2.10 per \$1,000/value. The limit on increasing without a vote of the public is 101%.

The rate for 2016 was \$1.50177/1,000, which calculated out to a Tax Levy of \$917,745.

Proposed for 2017 is \$1.46134/1,000, which calculates as \$936,567 an increase of \$18,958 other than new construction.

This ordinance includes the maximum allowable lid lift that is not voted upon of 101% to levy at the statutory limit. To ask for any other increases the City would have been required to put a lid lift to a vote of the public. \$2.27486/1,000 would be \$1,458,162 based upon the maximum statutory levy.

Recommendation/Action: Accept this as the first reading of Ordinance No. 2016-1941 adopting the tax levy for the year 2017 with the one percent additional rate increase, along with those due to increased assessed valuation and new construction.

Motion for Consideration: move to accept this as the first reading of Ordinance No. 2016-1941 Adopting the tax levy for the year 2017, effective on January 1, 2017.

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2016-1941**

**AN ORDINANCE OF THE CITY OF PACIFIC, KING COUNTY
AND PIERCE COUNTY, WASHINGTON, REDUCING THE
REGULAR PROPERTY TAX LEVY 1.14% FROM THE PREVIOUS
YEAR, IN THE AMOUNT OF \$936,703, TO BE IMPOSED ON
PROPERTY TAXES IN THE CITY OF PACIFIC FOR THE YEAR
2017; AND ESTABLISHING AN EFFECTIVE DATE; AND
ESTABLISHING SEVERABILITY.**

WHEREAS, the City Council of the City of Pacific attest that the population of Pacific is less than ten thousand (10,000) and;

WHEREAS, the City Council of the City of Pacific has properly given notice of the public hearing held October 24, 2016 to consider the City's General Fund revenue sources, including consideration of possible increases in property tax revenues for the 2017 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the statutory limit that the City may levy to raise funds from property taxes is \$2.27486 per \$1,000 of assessed value or 101% of the highest prior levy, not to exceed \$2.27486 per \$1,000 of assessed value.

WHEREAS, the City's actual levy amount from the previous year was \$917,745;

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

Section 1. Levy Increase Authorized. The City Council considered all relevant evidence and testimony presented at the public hearing, and determined that the City of Pacific requires a nonvoter allowed 101% increase to the regular levy in the amount of \$936,703 for the year 2017. This is a 1.14% decrease in property tax revenue from the previous year, to discharge the expected expenses and obligations of the City of Pacific and in its best interest. This increase of \$18,958 is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed and wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and refunds made.

Section 2. Notification. The Finance Director is directed to certify the dollar amount to be raised on real and personal property and to transmit the certification of same by certified mail to King County Council and to King County Assessor.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not

affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be in full force and take effect five (5) days after its publication per law.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 12TH DAY OF NOVEMBER, 2016.**

CITY OF PACIFIC

Leanne Guier
Mayor

ATTEST:

Amy Stevenson-Ness, CMC
City Clerk

Approved as to form:

Carol Morris
City Attorney