



**PACIFIC CITY COUNCIL**  
**NOVEMBER 26, 2012 – REGULAR MEETING AGENDA**  
**COUNCIL CHAMBERS – CITY HALL**  
[www.ci.pacific.wa.us](http://www.ci.pacific.wa.us)

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. AUDIENCE COMMENT**
- 5. REPORTS OF MAYOR, STAFF, COMMITTEES AND COUNCILMEMBERS**
  - A. Farmers Insurance Presentation (Councilmember Guier)
- 6. OLD BUSINESS**
  - A. Adoption of Ordinance No. 12-1835, Authorizing an Increase in the Property Taxes to be Levied and Fixing the Amount of Taxes to be Levied for the City of Pacific for the Year 2013; Providing for Severability; and Establishing an Effective Date (Finance Director)
- 7. PUBLIC HEARING**
  - A. Ordinance No. 12-1837, Adopting the Final Budget for the Year 2013, and Setting Forth the Estimated Revenues and Appropriations (Finance Director)
- 8. NEW BUSINESS**
  - A. Adoption of Ordinance No. 12-1836, Authorizing the Mayor to Execute an Agreement with Carol Inch Regarding Relocation of a House and City Permit Issuance (Associate Planner)
  - B. First Reading of Ordinance No. 12-1837, Adopting the Budget for the Year 2013 and Setting Forth the Estimated Revenues and Appropriations (Finance Director)
  - C. Adoption of Resolution No. 12-1216, Authorizing the Mayor to Execute Interlocal Agreement with State of Washington, Administrative Office of the Courts and Pacific Municipal Court for Court Interpreter Services (Court Administrator)
- 9. CONSENT AGENDA** *(The Mayor shall place matters on the consent agenda, which are routine in nature that passage is likely)*
  - A. Approval of Payroll and Claim Vouchers
  - B. Approval of the September 4, 2012, Council Workshop Minutes
  - C. Approval of the September 10, 2012, Council Meeting Minutes
  - D. Approval of the September 17, 2012, Council Workshop Minutes
  - E. Approval of the September 24, 2012, Council Meeting Minutes
  - F. Approval of the October 1, 2012, Council Workshop Minutes
  - G. Approval of the November 13, 2012, Council Meeting Minutes
  - H. Approval of the November 19, 2012, Council Workshop Minutes
- 10. EXECUTIVE SESSION**
- 11. ADJOURN**



**CITY OF PACIFIC  
WASHINGTON  
ORDINANCE NO. 12-1835**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,  
AUTHORIZING AN INCREASE IN THE PROPERTY TAXES TO BE  
LEVIED AND FIXING THE AMOUNT OF TAXES TO BE LEVIED  
FOR THE CITY OF PACIFIC FOR THE YEAR 2013; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

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 November 13, 12 to consider the City's General Fund Budget and revenue sources, including consideration of possible increases in property tax revenues for the 2013 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 \$2.10 per \$1,000 of assessed value or 101% of the highest prior levy, not to exceed \$2.10 per \$1,000 of assessed value; and

WHEREAS, the City Council, after hearing, and duly considering all relevant evidence and testimony presented, determined that the City of Pacific requires a regular levy in the amount of \$874,765, which includes an increase in property tax revenue from the previous year, and amounts resulting from new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City of Pacific and in its best interest;

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

Section 1. Levy Increase Authorized. An increase in the regular property tax levy is hereby authorized for the 2013 levy in the amount of \$13,365 which is a percentage increase of 1.57 percent from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of 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 and Pierce County Councils and to King and Pierce County Assessors immediately upon passage.

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 according to law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 26TH DAY OF NOVEMBER, 2012.

CITY OF PACIFIC

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Cy Sun, Mayor

ATTEST/AUTHENTICATED:

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Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

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Kenyon Luce, City Attorney

PRELIMINARY  
PIERCE/KING COUNTIES  
LEVY LIMIT WORKSHEET – 2013 Tax Roll

**TAXING DISTRICT: City of Pacific**

*The following determination of your regular levy limit for 2013 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.*

Annexed to Fire District 61  
Annexed to Library District

(Note 1)

Estimated Fire rate: 1.00000  
Estimated Library rate: 0.50000

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
856,243	Levy basis for calculation: (2012 Limit Factor) (Note 2)	856,243
1.0100	x Limit Factor	1.0295
864,805	= Levy	881,502
5,213,276	Local new construction	5,213,276
0	+ Increase in utility value (Note 3)	0
5,213,276	= Total new construction	5,213,276
1.61123	x Last year's regular levy rate	1.61123
8,400	= New construction levy	8,400
873,205	Total Limit Factor Levy	889,902
<b>Annexation Levy</b>		
0	Omitted assessment levy (Note 4)	0
873,205	Total Limit Factor Levy + new lid lifts	889,902
519,164,026	+ Regular levy assessed value less annexations	519,164,026
1.68195	= Annexation rate (cannot exceed statutory maximum rate)	1.71411
0	x Annexation assessed value	0
0	= Annexation Levy	0
<b>Lid lifts, Refunds and Total</b>		
0	+ First year lid lifts	0
873,205	+ Limit Factor Levy	889,902
873,205	= Total RCW 84.55 levy	889,902
1,560	+ Relevy for prior year refunds (Note 5)	1,560
874,765	= Total RCW 84.55 levy + refunds	891,462
	Levy Correction: Year of Error (+or-)	
874,765	<b>ALLOWABLE LEVY</b> (Note 6)	891,462
<b>Increase Information (Note 7)</b>		
1.68495	Levy rate based on allowable levy	1.71711
851,440	Last year's ACTUAL regular levy	851,440
13,365	Dollar increase over last year other than N/C – Annex	30,062
1.57%	Percent increase over last year other than N/C – Annex	3.53%
<b>Calculation of statutory levy</b>		
	Regular levy assessed value (Note 8)	519,164,026
	x Maximum statutory rate	2.10000
	= Maximum statutory levy	1,090,244
	+Omitted assessments levy	0
	=Maximum statutory levy	1,090,244
	Limit factor needed for statutory levy	Not usable

# CITY OF PACIFIC

CITY HALL • 100 3<sup>rd</sup> Avenue SE Pacific WA 98047  
253.929.1100 253.939.6026 (f)

## Agenda Staff Report

Agenda Item No.	<u>Public Hearing 7A</u>	Meeting Date:	<u>November 26, 2012</u>
	<u>Ordinance No. 12-1837, Adopting</u>		
	<u>the Budget for the Year 2013 and</u>		
	<u>Setting Forth the Estimated</u>		
<u>Subject:</u>	<u>Revenues and Appropriations</u>	Prepared by:	<u>Betty J. Garrison, CPFA</u>
			<u>Finance Director</u>

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**Summary:** The Mayor was presented with the Proposed Preliminary Budget on October 1, 2012 and he provided Council with full copies including the requests from the Departments. On November 2, 2012, the Mayor provided Council with his Preliminary Budget and Budget Message. A Public Hearing was held on November 13th to provide the opportunity for testimony from the Citizens on the Revenue Sources including the proposed tax levy increase and the Preliminary Budget. On November 19th the Preliminary Budget, as revised, was available to the Public and the Council held a workshop providing the opportunity for Staff to present requests for changes in the allocations for their Departments and Council the opportunity to ask staff questions and provide direction. On November 26, 2012, during the regular Council meeting a second Public Hearing was held providing the opportunity for further discussion from the Public on the 2013 Budget.

**Recommendation:** Open the Public Hearing.

**Attachments:** Ordinance No. 12-1837  
Attachment A – 2013 Salary Schedule

**City of Pacific  
2013 Salary Schedule**

Department - Position	Elected FTE	Monthly Salary Range		Longevity	Xtra/mo
		Minimum	Maximum		
<b>Legislative</b>					
Councilmembers	7	\$ 200.00	\$ 200.00		
<b>Executive</b>					
Mayor	1	\$ 750.00	\$ 750.00		
<b>Total Elected Officials</b>	<b>8</b>				
<b>Court</b>					
Administrator	1	\$ 4,293.28	\$ 4,979.34	3 - 4 years of Service	\$ 35.00
Clerk	1	\$ 3,212.00	\$ 3,723.59	5 - 9 years of Service	\$ 50.00
<b>Administration/Finance</b>				10 - 14 years of Service	\$ 150.00
Administrative Manager	0.3	\$ 1,670.00	\$ 1,670.00	15 - 19 years of Service	\$ 200.00
Clerk	1	\$ 4,692.96	\$ 5,441.39	20 plus years of Service	\$ 300.00
Office Assistant	1	\$ 2,690.02	\$ 3,118.45		
Finance/Director	1	\$ 6,496.57	\$ 7,530.52		
Finance Assistant	1	\$ 3,615.16	\$ 4,109.93		
Tech II	1	\$ 3,509.84	\$ 4,068.89		
Tech I	1	\$ 3,212.00	\$ 3,723.59		
<b>Police Department</b>				<b>Uniformed Officers</b>	
Director/Chief	1	\$ 7,732.92	\$ 8,936.17	<b>Educational Incentive</b>	
Lieutenant	1	\$ 7,518.75	\$ 8,589.42	BA	4%
Sergeant	1	\$ 6,510.13	\$ 7,190.20	AA	2%
Detective	1	\$ 4,618.75	\$ 6,196.90	<b>Longevity</b>	
Police Officer	5	\$ 4,357.31	\$ 5,846.13	3 - 4 years of Service	\$ 70.00
Evidence Custodian	1	\$ 3,509.84	\$ 4,068.89	5 - 9 years of Service	\$ 150.00
Police Specialist	1	\$ 3,149.02	\$ 3,989.11	10 - 14 years of Service	\$ 250.00
Corrections Sergeant	0.3	\$ 21.09	\$ 21.09	15 plus years of Service	\$ 350.00
Corrections Officer	0.8	\$ 20.56	\$ 20.56		
<b>Community Development</b>					
P W Director	1	\$ 5,441.39	\$ 6,306.91		
Water Manager	1	\$ 4,316.66	\$ 5,004.21		
Lead	1	\$ 4,446.17	\$ 5,154.35		
Maintenance Worker	5	\$ 3,615.16	\$ 4,190.93		
Assoc Planner	1	\$ 4,190.93	\$ 4,858.45		
Bldg Official	0.5	\$ 2,158.33	\$ 2,502.11		
Code Enforcement	0.5	\$ 2,158.33	\$ 2,502.11		
Permit Tech	1	\$ 3,407.63	\$ 3,950.36		
<b>Community Services</b>					
Director	1	\$ 4,979.34	\$ 5,772.32		
Senior Services	1	\$ 2,690.02	\$ 3,118.45		
Youth Services	1	\$ 2,690.02	\$ 3,118.45		
Driver	0.8	\$ 15.52	\$ 17.99		
Summer Assistant	0.5	\$ 9.50	\$ 9.50		
<b>Total Budgeted Staff</b>	<b>35.7</b>				

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 12-1837**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, ADOPTING THE  
BUDGET FOR THE YEAR 2013 AND SETTING FORTH THE ESTIMATED  
REVENUES AND APPROPRIATIONS**

**WHEREAS**, after notice as prescribed by law, the City Council held public hearings on the 2013 Proposed Budget on November 13, 2012 and November 26, 2012, at which time comments for or against any part of the budget were heard; and

**WHEREAS**, the 2013 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Pacific for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Pacific for 2013 and being sufficient to meet the various needs of Pacific during 2013;

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

**Section 1.** The budget for the City of Pacific, Washington, for the year 2013 is hereby adopted at the fund level in its final form and content.

**Section 2.** Estimated resources, including beginning fund balances, for each separate fund of the City of Pacific, and aggregate total for all funds combined, for the year 2013 are set forth in summary form, and are hereby appropriated for expenditure during the year 2013 as set forth below:

<b>FUND</b>	<b>Fund Name</b>	<b>Estimated Resources</b>	<b>Appropriations</b>
001	General Fund	4,043,624	4,043,624
003	Community Services	201,250	201,250
004	Youth Services	152,000	152,000
005	Parks Fund	247,750	247,750
006	Neighborhood Parks	5,010	5,010
021	Public Safety Forfeiture Fund	1,505	1,505
022	Criminal Justice	2,167,436	2,167,436
	General Fund Equipment		
098	Reserve	30,450	30,450
	General Fund Cumulative		
099	Reserve	134,675	134,675
101	Street Fund	356,294	356,294
107	Tourism	74,100	74,100
206	LID 3 Redemption	38,350	38,350
207	LID 3 Reserve	579,800	579,800
208	2000 Fire GO Bond	126,050	126,050
	Municipal Capital		
300	Improvement	220,200	220,200
301	Street Improvement	914,000	914,000

308	Valentine Road	3,825,200	3,825,200
310	Stewart/Thornton Rd Project	1,145,100	1,145,100
333	Fire Impact Fees	56,050	56,050
401	Water Operations	1,274,800	1,274,800
402	Sewer	1,614,450	1,614,450
403	Garbage	255,400	255,400
406	Water Capital Improvement	802,100	802,100
408	Sewer Cumulative Fund	1,051,200	1,051,200
409	Storm	650,400	650,400
410	Storm water Facilities Pierce County Surcharge	80,050	80,050
411	Fund	167,200	167,200
499	Equipment Reserve	143,650	143,650
601	Customer Deposits	75,000	75,000
630	Developer Deposits	18,000	18,000
640	Algona Court	130,000	130,000
<b>TOTAL All Funds</b>		<b>20,581,094</b>	<b>20,581,094</b>

**Section 3.** Attachment "A" is adopted as the 2013 Salary schedule and the 2013 Maximum Position Authorization showing the authorized, budgeted staffing level.

**Section 4.** The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Office of the State Auditor and the Association of Washington Cities.

**Section 5.** This Ordinance shall take effect and be in full force five (5) days from and after its passage, approval and publication as required by law.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10TH DAY OF DECEMBER, 2012.**

APPROVED

\_\_\_\_\_  
Cy Sun, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Kirkpatrick, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenyon Luce, City Attorney

# CITY OF PACIFIC

CITY HALL • 100 3<sup>rd</sup> Avenue SE Pacific WA 98047  
253.929.1100 253.939.6026 (f)

## Agenda Item Cover Sheet

Agenda Item No. Business Item 8A Meeting Date: November 26, 2012  
Adoption of Ordinance No. 12-  
1836, Authorizing the Mayor to  
Execute an Agreement with  
Carol Inch Regarding  
Relocation of a House and City  
Subject: Permit Issuance Prepared by: Paula Weich, Associate  
Planner

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**Summary:** Carol Inch purchased one house from King County that needs to be relocated from the White River Estates to 432 Butte Avenue S. Ms. Inch has applied for a relocation permit from the City of Pacific, which is in the process of being reviewed and ready for issuance once Ms. Inch has completed other associated permitting, such as a site development permit and a building permit with approved plans. These permits may take several weeks to complete; and time is of the essence due to agreed upon conditions with King County that mandates the house must be off of County property no later than December 31, 2012.

Administrative issuance of the relocation permit prior to the formal completion of the other requirement permit processes creates the necessity to develop and implement a Memorandum of Understanding between the City of Pacific and Ms. Inch. Ms. Inch is willing to provide the City with financial surety that will guarantee completion of the project or demolition of the house.

**Recommendation:** Adopt the ordinance allowing the City and Ms. Inch to enter into a memorandum of understanding regarding permitting and relocation of the house located on White River Drive.

**Motion for Consideration:** I move adopt Ordinance No. 12-1836, Authorizing the Mayor to execute an agreement with Carol Inch regarding relocation of a house and City permit issuance.

**Attachments:** Ordinance No. 12-1836  
Exhibit A – Memorandum of Understanding

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 12-1836**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH CAROL INCH REGARDING RELOCATION OF A HOUSE AND  
CITY PERMIT ISSUANCE**

WHEREAS, Carol Inch has purchased one (1) house from King County to be relocated from White River Estates to 432 Butte Avenue S; and

WHEREAS, Ms. Inch has applied for a Relocation Permit from the City of Pacific which is being reviewed and is ready for issuance once Ms. Inch completes other associated permits, such as a Site Development Permit and a Building Permit with approved plans; and

WHEREAS, these permits require several weeks more to complete, however, time is of the essence since conditions contained within the Purchase/Sale Agreement with King County mandates that the house must be off County property no later than December 31, 2012; and

WHEREAS, Carol Inch is submitting timely permit materials and City of Pacific staff is duly processing the materials in a timely manner; and

WHEREAS, Pacific Municipal Code 16.14.020 (A) [1] states that “in addition to other violations of these development regulations, it shall be a violation of these development regulations to proceed with a development that requires a permit without first obtaining the permit”; and

WHEREAS, Administrative issuance of the Relocation Permit prior to the formal completion of the other required permit processes creates the necessity to develop and implement a Memorandum of Understanding between the City and Ms. Inch; and

WHEREAS, Inch is willing to provide the City with a financial surety that will guarantee completion of the project or demolition of the house;

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

Section 1. The Pacific City Council hereby authorizes the Mayor of the City of Pacific to execute a Memorandum of Understanding (attached as Exhibit A) with Ms. Carol Inch.

Section 2. 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 3. Effective Date. This ordinance shall be in full force and take effect five (5) days after its publication according to law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF NOVEMBER, 2012.

CITY OF PACIFIC

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Cy Sun, Mayor

ATTEST/AUTHENTICATED:

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Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

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Kenyon Luce, City Attorney

**EXHIBIT A  
TO  
ORDINANCE NO. 12-1836**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF PACIFIC AND CAROL INCH**

**A. PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing the terms of the understanding between the City of Pacific (Pacific) and Carol Inch regarding application for one (1) City of Pacific Building Relocation permit, and proposed Site Development and Building Permit.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The proposed King County Flood Control Zone District Right Bank Set back levy project will preserve Pacific residential property values and the respective Pacific residents' investments. However, demolition of the single family homes purchased in White River Estates Subdivision for those stated purposes can disrupt the neighborhood, lower property values; and

Relocating the structures within close proximity to their current locations, rather than demolishing them can result in less disruption to the existing neighborhood, continue to keep the homes on the tax roles, and help the City meet its required Growth Management Act density requirements; and

To that end, King County formally bid 11 homes on White River Drive that were purchased over various times for possible relocation in 2011. In August 2012, King County purchased one additional property. Carol Inch bid on and purchased the home on this lot, and now must relocate the structure off of King County property no later than December 31, 2012.

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively to implement measures that are related to the timely relocation of a single-family dwelling owned by Carol Inch from its current location on King County Parcel No. 935950-0360, 369 White River Drive, to King County Parcel No. 359960-0174, 432 Butte Avenue S, which is owned by Inch.

**C. ALL PARTIES AGREE:**

Time is of the essence since as a condition of the sale of the home to Inch, all structures would need to be relocated off King County property no later than December 31, 2012; and

The City of Pacific requires a Demolition Permit for the removal of structures within the City to assure compliance with the Pacific Municipal Code and the safety and repose of the community. King County shall secure a demolition permit for the property addressed as 369 White River Drive; and

In order to relocate a structure in the City of Pacific, a Relocation Permit, and a Street Overload Permit accompanied by associated Permit fees, is required to be obtained prior to initiating work. Inch has applied for a Relocation Permit for the house addressed as 369 White River Drive.

The proposed relocation site for the home owned by Inch is known as 432 Butte Avenue S, King County Parcel No 3599600174 and is owned by Inch. The placement of these structures on the property requires a Site Development Permit, and Building Permit being issued by the City prior to the placement (or construction of) structures on said parcel. The City of Pacific has received and is processing proposed Permit No - SD-12-003 from Inch.

Because the normal timeline for approval of said permits would likely extend beyond the deadline set by King County for the removal of the dwelling and would unduly delay the construction of the new foundations into the rainy season, Inch is requesting approval of the Relocation Permit prior to the final approval of the other identified permits;

Pacific wishes to have guarantees in place to assure that the final project is completed in a timely manner and that the dwellings unit situated on its new lot in complete conformance with the subdivision, zoning and building codes in effect at the time of complete application for all required permits;

NOW THEREFORE, the City of Pacific and Carol Inch do hereby agree that:

Section 1. The Relocation Permit submitted and reviewed by City staff appear to meet all requirements of the City of Pacific and is ready to be issued upon execution of this MOU.

Section 2. Inch agrees to post a Financial Surety in an amount sufficient enough to pay the costs associated with the permanent placement of the single family unit in the event of Inch not being able to complete the project in a timely manner, with completion of the project to mean final inspection, and timely manner to be as per the Uniform Building Code.

Section 3. Inch agrees to continue to take all steps to expeditiously submit the necessary materials that will result in an approved City of Pacific Permit No. SD-12-003.

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**1. FREEDOM OF INFORMATION ACT (FOIA).**

Any information furnished to State or local governmental agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552 or 20 ILCS 140 et seq).

**2. PARTICIPATION IN SIMILAR ACTIVITIES.**

This instrument in no way restricts the City of Pacific or Carol Inch from participating in similar activities with other public or private agencies, organizations, and individuals.

**3. COMMENCEMENT/EXPIRATION/TERMINATION.**

This MOU takes effect upon the signature of the City of Pacific and Carol Inch and shall remain in effect through January 2, 2013? at which time it will expire unless extended. This MOU may be extended or amended upon written request of either City of Pacific or Carol Inch and the subsequent written concurrence of the other. Either the City of Pacific or Carol Inch may withdraw from this MOU with a 30-day written notice to the other.

**4. RESPONSIBILITIES OF PARTIES.**

Pacific and Inch will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

**5. PRINCIPAL CONTACTS.**

The principal contacts for this instrument are:

<b>Name</b>	Cy Sun	<b>Name</b>	Carol Inch
<b>Organization</b>	City of Pacific	<b>Address</b>	5020 38 <sup>th</sup> St. Ct. NE
<b>Address</b>	100 3 <sup>rd</sup> Ave SE Pacific, WA 98047		Tacoma, WA98422-3043
<b>Phone Number</b>	(253) 929-1108	<b>Phone Number</b>	(206) 331-8441
<b>Email</b>	<a href="mailto:csun@ci.pacific.wa.us">csun@ci.pacific.wa.us</a>	<b>Email</b>	

**6. MODIFICATION.**

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a multilaterally executed written modification, signed and dated by all parties, prior to any changes being performed.

**7. THIS MOU REFLECTS AN ENTIRELY VOLUNTARY COMMITMENT BETWEEN THE PARTIES.**

This MOU in no way obligates or restricts the activity of any party. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party or parties.

**8. AUTHORIZED REPRESENTATIVES.**

By signature below, the parties to this MOU certify that the individuals listed in this document as representatives of the parties hereto are authorized to act in their respective areas for matters related to this agreement.

**9. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**CITY OF PACIFIC**

**CAROL INCH**

\_\_\_\_\_  
**Cy Sun, Mayor**  
**100 3<sup>rd</sup> Avenue SE**  
**Pacific, WA 98047**

\_\_\_\_\_  
**Carol Inch**  
**5020 38<sup>th</sup> St. Ct. NE**  
**Tacoma, WA 98422-3043**

**ATTEST:**

\_\_\_\_\_  
Patricia J. Kirkpatrick, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kenyon Luce, City Attorney

# CITY OF PACIFIC

CITY HALL • 100 3<sup>rd</sup> Avenue SE Pacific WA 98047  
253.929.1100 253.939.6026 (f)

## Agenda Staff Report

Agenda Item No. Business Item 8B Meeting Date: November 26, 2012  
First Reading of Ordinance No.  
12-1837, Adopting the Budget for  
the Year 2013 and Setting Forth  
the Estimated Revenues and  
Appropriations Prepared by: Betty J. Garrison, CPFA  
Finance Director

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**Summary:** The Mayor was presented with the Proposed Preliminary Budget on October 1, 2012 and he provided Council with full copies including the requests from the Departments. On November 2, 2012, the Mayor provided Council with his Preliminary Budget and Budget Message. A Public Hearing was held on November 13th to provide the opportunity for testimony from the Citizens on the Revenue Sources including the proposed tax levy increase and the Preliminary Budget. On November 19th the Preliminary Budget, as revised, was available to the Public and the Council held a workshop providing the opportunity for Staff to present requests for changes in the allocations for their Departments and Council the opportunity to ask staff questions and provide direction. On November 26, 2012, during the regular Council meeting a second Public Hearing was held providing the opportunity for further discussion from the Public on the 2013 Budget.

Taking the information from the Work Shop into consideration and projecting potential requests new information will be presented for consideration and is included in this Ordinance to adopt at the Fund Level.

Mayor Sun has scheduled a meeting Monday morning with the Finance Director and the Public Safety Director. Any changes coming from that meeting will be included and presented to Council on Monday. (I will email out the information as soon as it is available and will have hard copies available at the meeting.)

**Recommendation:** Accept this as the first reading of Ordinance No. 12-1837 adopting the Budget for the year 2013 and setting forth the estimated revenues and appropriations. This also sets staffing levels. This is still a moving target until it is adopted and the numbers can change per direction from the Council, the Finance Committee or upon the receipt of new information.

**Motion for consideration:** I move to accept this as the first reading of Ordinance No. 12-1837, adopting the budget for the year 2013 and setting forth the estimated revenues and appropriations and to forward to second reading and adoption.

**Attachments:** Ordinance No. 12-1837

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 12-1837**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, ADOPTING THE  
BUDGET FOR THE YEAR 2013 AND SETTING FORTH THE ESTIMATED  
REVENUES AND APPROPRIATIONS**

**WHEREAS**, after notice as prescribed by law, the City Council held public hearings on the 2013 Proposed Budget on November 13, 2012 and November 26, 2012, at which time comments for or against any part of the budget were heard; and

**WHEREAS**, the 2013 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Pacific for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Pacific for 2013 and being sufficient to meet the various needs of Pacific during 2013;

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

**Section 1.** The budget for the City of Pacific, Washington, for the year 2013 is hereby adopted at the fund level in its final form and content.

**Section 2.** Estimated resources, including beginning fund balances, for each separate fund of the City of Pacific, and aggregate total for all funds combined, for the year 2013 are set forth in summary form, and are hereby appropriated for expenditure during the year 2013 as set forth below:

<b>FUND</b>	<b>Fund Name</b>	<b>Estimated Resources</b>	<b>Appropriations</b>
001	General Fund	4,043,624	4,043,624
003	Community Services	201,250	201,250
004	Youth Services	152,000	152,000
005	Parks Fund	247,750	247,750
006	Neighborhood Parks	5,010	5,010
021	Public Safety Forfeiture Fund	1,505	1,505
022	Criminal Justice	2,167,436	2,167,436
	General Fund Equipment		
098	Reserve	30,450	30,450
	General Fund Cumulative		
099	Reserve	134,675	134,675
101	Street Fund	356,294	356,294
107	Tourism	74,100	74,100
206	LID 3 Redemption	38,350	38,350
207	LID 3 Reserve	579,800	579,800
208	2000 Fire GO Bond	126,050	126,050
	Municipal Capital		
300	Improvement	220,200	220,200
301	Street Improvement	914,000	914,000
308	Valentine Road	3,825,200	3,825,200

310	Stewart/Thornton Rd Project	1,145,100	1,145,100
333	Fire Impact Fees	56,050	56,050
401	Water Operations	1,274,800	1,274,800
402	Sewer	1,614,450	1,614,450
403	Garbage	255,400	255,400
406	Water Capital Improvement	802,100	802,100
408	Sewer Cumulative Fund	1,051,200	1,051,200
409	Storm	650,400	650,400
410	Storm water Facilities	80,050	80,050
	Pierce County Surcharge		
411	Fund	167,200	167,200
499	Equipment Reserve	143,650	143,650
601	Customer Deposits	75,000	75,000
630	Developer Deposits	18,000	18,000
640	Algona Court	130,000	130,000
	<b>TOTAL All Funds</b>	<b>20,581,094</b>	<b>20,581,094</b>

**Section 3.** Attachment "A" is adopted as the 2013 Salary schedule and the 2013 Maximum Position Authorization showing the authorized, budgeted staffing level.

**Section 4.** The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Office of the State Auditor and the Association of Washington Cities.

**Section 5.** This Ordinance shall take effect and be in full force five (5) days from and after its passage, approval and publication as required by law.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10TH DAY OF DECEMBER, 2012.**

APPROVED

\_\_\_\_\_  
Cy Sun, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Kirkpatrick, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenyon Luce, City Attorney

## City of Pacific 2013 Salary Schedule

Department - Position	Elected FTE	Monthly Salary Range		Longevity	Xtra/mo
		Minimum	Maximum		
<b>Legislative</b>					
Councilmembers	7	\$ 200.00	\$ 200.00		
<b>Executive</b>					
Mayor	1	\$ 750.00	\$ 750.00		
<b>Total Elected Officials</b>	<b>8</b>				
<b>Court</b>					
Administrator	1	\$ 4,293.28	\$ 4,979.34	3 - 4 years of Service	\$ 35.00
Clerk	1	\$ 3,212.00	\$ 3,723.59	5 - 9 years of Service	\$ 50.00
<b>Administration/Finance</b>					
Administrative Manager	0.3	\$ 1,670.00	\$ 1,670.00	10 - 14 years of Service	\$ 150.00
Clerk	1	\$ 4,692.96	\$ 5,441.39	15 - 19 years of Service	\$ 200.00
Office Assistant	1	\$ 2,690.02	\$ 3,118.45	20 plus years of Service	\$ 300.00
Finance/Director	1	\$ 6,496.57	\$ 7,530.52		
Finance Assistant	1	\$ 3,615.16	\$ 4,109.93		
Tech II	1	\$ 3,509.84	\$ 4,068.89		
Tech I	1	\$ 3,212.00	\$ 3,723.59		
<b>Police Department</b>					
Director/Chief	1	\$ 7,732.92	\$ 8,936.17	Uniformed Officers	
Lieutenant	1	\$ 7,518.75	\$ 8,589.42	Educational Incentive	
Sergeant	1	\$ 6,510.13	\$ 7,190.20	BA	4%
Detective	1	\$ 4,618.75	\$ 6,196.90	AA	2%
Police Officer	5	\$ 4,357.31	\$ 5,846.13	Longevity	Xtra/mo
Evidence Custodian	1	\$ 3,509.84	\$ 4,068.89	3 - 4 years of Service	\$ 70.00
Police Specialist	1	\$ 3,149.02	\$ 3,989.11	5 - 9 years of Service	\$ 150.00
Corrections Sergeant	0.3	\$ 21.09	\$ 21.09	10 - 14 years of Service	\$ 250.00
Corrections Officer	0.8	\$ 20.56	\$ 20.56	15 plus years of Service	\$ 350.00
<b>Community Development</b>					
P W Director	1	\$ 5,441.39	\$ 6,306.91		
Water Manager	1	\$ 4,316.66	\$ 5,004.21		
Lead	1	\$ 4,446.17	\$ 5,154.35		
Maintenance Worker	5	\$ 3,615.16	\$ 4,190.93		
Assoc Planner	1	\$ 4,190.93	\$ 4,858.45		
Bldg Official	0.5	\$ 2,158.33	\$ 2,502.11		
Code Enforcement	0.5	\$ 2,158.33	\$ 2,502.11		
Permit Tech	1	\$ 3,407.63	\$ 3,950.36		
<b>Community Services</b>					
Director	1	\$ 4,979.34	\$ 5,772.32		
Senior Services	1	\$ 2,690.02	\$ 3,118.45		
Youth Services	1	\$ 2,690.02	\$ 3,118.45		
Driver	0.8	\$ 15.52	\$ 17.99		
Summer Assistant	0.5	\$ 9.50	\$ 9.50		
<b>Total Budgeted Staff</b>	<b>35.7</b>				

# CITY OF PACIFIC

CITY HALL • 100 3<sup>rd</sup> Avenue SE Pacific WA 98047  
253.929.1100 253.939.6026 (f)

## Agenda Item Cover Sheet

Agenda Item No. Business Item 8C Meeting Date: November 26, 2012  
Adoption of Resolution No. 12-  
1216, Authorizing the Mayor to  
Execute Interlocal Agreement  
with Administrative Office of  
the Courts for Interpreter  
Services Prepared by: Kelly Rydberg, Court  
Administrator

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**Summary:** Every year the State of Washington's Administrative Office of the Courts (AOC) provides for payment of court interpreter expenses. The Pacific Municipal Court relies on these funds to pay for interpreter services to assist non English speaking clientele. Municipal Court does not charge defendants for interpreter service and seek reimbursement from the Administrative Office of the Courts (AOC) to assist in defraying these costs.

**Recommendation:** Adopt the resolution authorizing the Mayor to enter into an Interlocal Agreement with AOC for Interpreter Services.

**Motion for Consideration:** I move adopt Resolution No. 12-1216, authorizing the Mayor to execute an Interlocal Agreement with Washington State Administrative Office of the Courts for Interpreter Services, incorporated herein as Exhibit A.

**Attachments:** Resolution No. 12-1216  
Exhibit A – AOC Interlocal Agreement

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 12-1216**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN  
INTERLOCAL AGREEMENT WITH WASHINGTON STATE  
ADMINISTRATIVE OFFICE OF THE COURTS FOR INTERPRETER  
EXPENSE REIMBURSEMENT**

**WHEREAS**, the City of Pacific has received reimbursement for court interpreter expenses for the past three years; and

**WHEREAS**, the City of Pacific is required by Revised Code of Washington Chapter 2.43 to provide court interpreter services when needed to individuals appearing in its municipal Court;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Pacific, Washington as follows:

**Section 1.** The Mayor is authorized to execute an Interlocal Agreement with the State of Washington Administrative Office of the Courts for Court Interpreter Expense reimbursement, incorporated herein as Exhibit A.

**PASSED B THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 26TH DAY OF NOVEMBER 2012.**

CITY OF PACIFIC

\_\_\_\_\_  
Cy Sun, Mayor

ATTEST:

\_\_\_\_\_  
Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

\_\_\_\_\_  
City Attorney

Cities of Pacific & Algona  
Municipal Court  
100 3<sup>rd</sup> Ave SE  
Pacific WA 98047  
253-929-1140  
253-929-1195 FAX

November 23, 2012

Interpreter Reimbursement Program 2012 – 2013 Court Report

Responses to exhibit a

1. Pacific Municipal Court, for cities of Pacific and Algona
2. Kelly Rydberg, Court Administrator
3. Prior to January 1, 2008, we utilized interpreters who were available to us; not necessarily certified or registered. We do request payment for interpreter costs from defendants, when applicable. We provide interpreters for all court hearings for the defendant. We have no staff interpreters and use a paper 'master' calendar for coordinating interpreters and court dates.
4. Currently, our interpreting services are the same as prior to January 1, 2008; however, we now only use certified or registered interpreters.
5. We have no collaborative efforts with other courts regarding interpreter services.
6. The greatest improvement made by our court is using certified or registered interpreters as they already are aware of the standards required by AOC.
7. We would like to reduce the amount of days we have interpreter cases to reduce expenses and make the most of the interpreters when they are here.

Thank you,

Kelly Rydberg  
Pacific/Algona Municipal Court Administrator  
100 3<sup>rd</sup> AVE SE  
Pacific WA 98047  
(253) 929-1141

**INTERLOCAL COOPERATIVE AGREEMENT -- ICA13385**  
**between**  
**STATE OF WASHINGTON**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**and**  
**PACIFIC MUNICIPAL COURT**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (“AOC”) and Pacific Municipal Court (“Court”) for the purpose of distributing funds for court interpreter expenses.

**1. DEFINITIONS**

For purposes of this contract, the following definitions shall apply:

- a. “Certified Interpreter” means an interpreter who is certified by the AOC, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at: [www.courts.wa.gov/interpreters](http://www.courts.wa.gov/interpreters).
- b. “Registered Interpreter” means an interpreter who is registered by the AOC, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at: [www.courts.wa.gov/interpreters](http://www.courts.wa.gov/interpreters).
- c. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. “Qualifying event” means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/content/courtInterpreter/FUNDING%20CONDITIONS.pdf>
  - If the language interpreted is a language for which there are certified language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
  - If the language interpreted is a language for which there are registered language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
  - If the language interpreted is a language for which there are no certified or registered language interpreters, the event was interpreted by a qualified interpreter.
  - If the event was interpreted by a qualified sign language interpreter.

## 2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient (“LEP”), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

- a. These funds are intended to address the Court’s following needs:
  - Financial need – i.e., the gap between the Court’s available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and
  - Interpreter need – i.e., the gap between the level of the LEP, deaf, and hard of hearing public’s need for language access to the court(s) (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered and qualified interpreters in the Court’s most frequently needed languages).

## 3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data (“ISF Data”) reflecting interpreter services and costs. The Court will submit ISF Data representing both qualifying and non-qualifying events.
- b. Electronic data shall be submitted using the online application and instructions found, and incorporated herein by reference, at:  
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>
- c. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered and qualified interpreters for qualifying events, and pursuant to the Funding Conditions set forth, and incorporated herein by reference, at:  
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>
- d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.
- e. The Court agrees to submit a written report by December 31, 2012 to the AOC using the template attached as Exhibit A. The report will identify and describe what innovations and best practices have been implemented since the start of state funding for interpreter services in January, 2008.

#### 4. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2012 through August 31, 2013. The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2012 regardless of the date of execution.

#### 5. COMPENSATION

- a. The Court shall be reimbursed a maximum of **\$2,862.57** for costs incurred during the period of July 1, 2012– June 30, 2013. No reimbursement shall be made under this Agreement for interpreting occurring subsequent to June 30, 2013.
- b. The Court shall receive payment for its costs for qualifying events, as defined in Section 1.d.
- c. The Court shall not be reimbursed until paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
  - 1) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between July 1, 2012 and September 30, 2012, must be received by the AOC no later than December 31, 2012.
  - 2) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between October 1, 2012 and December 31, 2012, must be received by the AOC no later than January 31, 2013.
  - 3) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between January 1, 2013 and March 30, 2013, must be received by the AOC no later than April 30, 2013.
  - 4) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between April 1, 2013 and June 30, 2013, must be received by the AOC no later than July 31, 2013.
- d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Court shall, no more frequently than monthly, submit its paper A-19 invoices to:

AOC Financial Services  
PO Box 41170  
Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to AOC Court Services as described in paragraph 3b.

- f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.
- g. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

## **6. LANGUAGE ASSISTANCE PLAN(S)**

As a condition of receiving funding under this Agreement, the Court agrees to maintain and follow an updated AOC-approved Language Assistance Plan, as defined in RCW 2.43.090(1).

## **7. TREATMENT OF ASSETS AND PROPERTY**

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

## **8. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

## **9. INDEPENDENT CAPACITY**

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.

#### **10. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **11. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

#### **12. RIGHT OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

#### **13. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

#### **14. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### **15. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. This Agreement; and
3. Any other provisions of the agreement, including materials incorporated by reference.

**16. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**17. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**18. SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

**19. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

**AGREEMENT MANAGEMENT**

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<b>AOC Program Manager:</b> Katrín Johnson PO Box 41170 Olympia, WA 98504-1170 (360) 704-4062 <a href="mailto:Katrín.Johnson@courts.wa.gov">Katrín.Johnson@courts.wa.gov</a>	<b>Court Program Manager:</b> Kelly Rydberg, Administrator 100 3rd Avenue SE  Pacific, WA 98047 <a href="mailto:krydberg@ci.pacific.wa.us">krydberg@ci.pacific.wa.us</a>
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**AGREED:**

THE ADMINISTRATIVE OFFICE  
OF THE COURTS

COURT

\_\_\_\_\_  
Dirk Marler, Director                      Date  
Judicial Services Division

\_\_\_\_\_  
*Kelly Rydberg*                      10/30/12  
Kelly Rydberg                      Date  
Court Administrator

PACIFIC MUNICIPAL COURT  
100 3rd Ave. S.E.  
Pacific, WA 98047  
253-929-1140



# Interpreter Reimbursement Program *2012-2013 Court Report*

This information is being collected from trial courts participating in the state court interpreter reimbursement program. This program was intended to help transform the quality of court interpreter services statewide, while providing financial assistance to offset the increased costs. For purposes of evaluating the effectiveness of this program and identifying how to structure the program for the future, please answer the following questions:

1. Name of Court or County Clerk Office:
2. Person Reporting:
3. Provide a general description of interpreting services provided by your court prior to January 1, 2008 (e.g. use of certified/registered interpreters, charging litigants for interpreter costs, for which hearing types the court provided interpreters, use of staff interpreters, interpreter scheduling practices, etc.) in approximately 100 - 200 words:
4. Provide a description of interpreting services currently provided by your court (e.g. use of certified/registered interpreters, charging litigants for interpreter costs, for which hearing types the court provides interpreters, use of staff interpreters, interpreter scheduling practices, etc.) in approximately 150 – 250 words:
5. Sometimes neighboring courts work collaboratively with one another to improve interpreting services. A few examples include combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars. Describe any collaborative efforts implemented since January 1, 2008 between your court and others to improve interpreting services and/or reduce expenses (please describe even if included in a previous answer):
6. Identify the two or three greatest improvements made by your court since January 1, 2008 to improve interpreting services and/or reduce expenses (please describe even if included in a previous answer):
7. Identify any changes or improvements your court plans to implement in the future to improve interpreting services and/or reduce expenses (please describe even if included in a previous answer).

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Submit this report in Word 2000 format by December 31, 2012 to:  
[Interpreters@courts.wa.gov](mailto:Interpreters@courts.wa.gov)

# CITY OF PACIFIC

CITY HALL • 100 3<sup>rd</sup> Avenue SE Pacific WA 98047  
253.929.1100 253.939.6026 (f)

## Agenda Item Cover Sheet

Agenda Item No. Consent Agenda 9A Meeting Date: November 26, 2012  
Subject: Approval of Payroll and Claims Vouchers Prepared by: Betty J. Garrison, CPFA  
Finance Director

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**Summary:** Approval of Payroll for period of November 1, 2012, through November 15 31, 2012, and Claim Vouchers for November 14, 2012 through November 26, 2012.

Payroll Expenses	11/20/12 – 11/23/12	Gross Amount: \$125,393.93
	11/20/12 – 11/23/12	Payroll Deductions: 26,152.82
*Police Retro Pay with gross of \$45,020.82 included in above*		

Total Payroll: \$ 151,546.75

	<b>Paid Expenditures:</b>
Payroll Auto Deposit	\$ 49,995.98
Payroll Checks: Nos. 4598 - 4616	\$ 42,665.60
Claim Checks: Nos. 40798 - 40854	\$ 215,039.91
Claim Checks: Nos. 407 - 409	\$ 28,994.56
Checks Voided: Nos. 38917 & 40611 & 40792	\$ -100,640.46
Total Claims and Payroll:	\$ 236,055.59

**Recommendation:** The Finance Director recommends approval of the Payroll and Claim Vouchers lists through the approval of the consent agenda items.

**Motion for Consideration:** I move to approve the Payroll and Claim Vouchers as presented.\*\*

**Budget Impact:** Payroll and Claims for the above period total \$236,055.59

\*\*Vouchers to be provided at meeting.

**CITY OF PACIFIC  
CITY COUNCIL**

**WORKSHOP MEETING  
September 4, 2012**

**Council Chambers  
City Hall, 6:30PM**

**MEETING MINUTES**

**1. CALL TO ORDER**

Leanne Guier called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

**2. ROLL CALL**

Tren Walker  
Leanne Guier  
James McMahan  
Josh Putnam  
John Jones  
Gary Hulsey  
Clint Steiger

Councilmember Guier states Councilmember Putnam and McMahan will be late to the meeting. Councilmember Jones is absent.

Staff present: Angelica Solvang, Betty Garrison, Gerina Dahl, Sheryl Finwall and Lt. Massey.

**3. CHANGES/ADDITIONS TO WORKSHOP AGENDA**

1. Councilmember Steiger added the topic: West Valley Hwy Speed Limit as Item N.

**4. AGENDA ITEMS**

**A. Medical Marijuana Collective Gardens Public Hearing -**

Public Hearing is open at 6:32 p.m. Councilmember Guier states there is not any staff present to give a report. Councilmember Guier asks Howard Gustafson, member of the Planning Commission if he has a report. Howard stated the Planning Commission discussed the issue which has not gone anywhere due to various opinions of the Planning Commission members and he believes the City should be drafting something that should go along with what is happening in the State of Washington. Councilmember Guier stated the there are two separate issues; the dispensary and the collective gardens. Councilmember Guier is concerned that they can only extend this once and there are no documents from the Planning Commission for Council to review. Councilmember Walker states he recalls Council was discussing following the City of Edgewood's Ordinance at prior meeting discussions. Councilmember Hulsey is in favor of adopting an Ordinance similar to the City of Edgewood. Howard Gustafson states that the majority of the Planning Commission is in favor of adopting the Ordinance from the City of Edgewood and they would like to see this pass as this cannot be extended. Councilmember Guier asks the audience if they would like to speak.

Warren Williams, 200 3<sup>rd</sup> Ave SW – Stated this can be a good thing if it is handled right and very cautiously. The state will introduce permits to be able to grow your own garden soon.

Don Tompson, 416 2<sup>nd</sup> Ave SE – Not against it but against it being uncontrolled.

Gary Nitschke, 113 3<sup>rd</sup> Ave SE – Is opposed to the collective gardens.

Jerry Eck, 411 W. Valley Hwy – Is against it and recommends adopting the Ordinance similar to the City of Edgewood.

Public hearing closed at 6:46 p.m.

**B. Comprehensive Plan Change On Megan’s Meadows Property -**

Councilmember Guier commented to Council that the City does not have staff working on this issue to bring it forward. Present is Mark Hancock who is the Community Initiative Manager for Habitat For Humanity. Mark states there is a 2 page staff report on this proposal. Habitat For Humanity owns a piece of property on the corner of Skinner and 1<sup>st</sup> Avenue. They would like to take those lots and turn them into duplexes. They plan to work with the City on doing a zoning change and development agreement. Their mission is to provide affordable housing to low income buyers. There are currently two Habitat For Humanity homes in Pacific. Councilmember Guier states the Planning Commission had asked if there will be a home owners association. Mark replied that to some owners that would be burdensome and there is a lot of paperwork. Councilmember Hulseley asked if there is only one water meter per lot. Mark replied there would be one meter for both units. Mark states he does have more proposed materials that he can present in the future. Howard Gustafson states last Tuesday night two people voted to bring this item forward to Council; one voted against and one abstained. Howard is in favor of Habitat For Humanity but questioned whether Skinner Road is wide enough for any extra people that would be coming in. Councilmember Guier is concerned that there is no staff in the Planning Department to bring the proposal forward.

**C. Business License Service -**

Gerina Dahl, Utility Consultant for The City of Pacific states that this item was discussed with the Finance Committee. This is a service that the State provides that allows the city businesses to apply online and the State manages the licensing for us. The savings is \$4,400 dollars and it will free up staff time. The way BLS works is it is a State run organization and is web based. The BLS will handle all the applications, past due process and mailings and is free to the City. The City would loose about \$700 in past due fees which the State keeps and the credit card fees which they charge is at 2 ½ percent. All the documents and reports would be online for staff with security access to retrieve. Gerina is concerned that staff not tracking non-profits which she recommends. The Pacific Municipal Code would need to be modified for new language on home based businesses. Currently, the code states if a business has two or more businesses on the same lot, they only have to apply for one license. The State requires separate licenses if the UBI number is different.

Council Comment: Councilmember Putnam states in the past there was issue with the State sending Business And Occupation tax to the wrong jurisdiction; would the State do a better job of who’s supposed to obtain a City license. Gerina states that the State statistics state they will increase the businesses by 15 to 38 percent. The City is migrating to a newer version of the current software and she has been negotiating with Springbrook to trade the Business License module for the Business and Tax module with \$2,300 in training cost. Councilmember McMahan asks if the State service is free service includes postage and their staff time. Gerina replies states yes and that the City would also realize savings in staff time as well. Gerina states the current businesses will receive several notices regarding the change.

Move it forward to the next Council Meeting.

**D. Waiver Of Opdahl Penalties -**

Gerina Dahl states there is a property that was sold on Pacific Avenue. The sale agreement between the buyer and seller did not include the utilities which are in the amount of \$5,134. The new owner is burdened with this amount and the City is not turning on the water. Gerina is requesting the City waive the penalties assessed to this property in the amount of \$2,377.86 on behalf of the owner. Council has approved waiver of penalties in the past.

Council comment: Councilmember Putnam asked if this was a private short sale, can the buyer go after anyone. Gerina stated the buyer and the seller both signed off on it. The owner has cleaned up the lot which was very filthy and unattractive in the City. Gerina states the City could offer to the new owner the ability to pay off the remaining debt in installments for 4 to 6 months and if the property owner did not stay current on his new bill then the City would reinstate all the late penalties. That plan does work well.

Move it forward to the next Council Meeting.

**E. Springbrook Applications Update –**

Gerina was successful in getting Springbrook to waive almost one thousand dollars in fixed fees in order for Springbrook to expedite fixes in the database instead of staff going in and manually cleaning up data. There is an opportunity to enhance our Business Permit application free of charge. This module manages building permits and all the inspections and steps in a permit type and run billings and reports. It also ties to the City's financials which currently they are not. The City would pay six thousand dollars in training and auditing which will happen after the migration. Gerina requests Council approval to move forward on this item in order to secure this opportunity for the City.

Council Comment: Councilmember McMahan would like to hear from the permitting staff, Wanda Flarity, next Monday evening and hear her impression of the module. Gerina states Springbrook could provide a demo of the module to the staff.

Move it forward to the next Council Meeting.

**F. AHBL Agreement (Preliminary) -**

Mayor Sun met with AHBL a couple of days ago and discussed the problems at hand and the man power that's needed. Mayor Sun stated Sean agreed to provide the Public Works Engineer, Planner and Parks person for on call services. The agreement is temporary from the day it is effective until December 2012. The preliminary copies will be discussed with the Public Works Committee tomorrow night. He wanted to let the Council know they are working on it. It is a preliminary agreement and when finalized, Council will be notified before the next meeting.

Council Comment: Councilmember Walker asks if AHBL is working as a Public Works Director, Engineer and Planner currently. The Mayor states they are at a rate of \$165.00 per hour on an on call basis but has not done any work yet; only on the Abernathy project which is part of the contract the City signed with them previously. The Mayor will bring one overall contract that AHBL will be on call. Councilmember Guier is concerned of trying to come up with a contract on an on call basis and AHBL being a department head for Public Works. Councilmember Walker asks the Mayor if he sees AHBL's role as a Public Works director being a conflict of interest since the Public Works director decides who wins engineer contracts. The Mayor replied he will ask Sean that question.

Move it forward to the next Council Meeting.

**G. City Of Pacific Organizational Chart -**

Councilmember McMahan asks who Bob Rakos is. The Mayor states he is a retired Engineer from Boeing and thinks Mr. Rakos would be good in the City Administrator position as he is very knowledgeable on RCW's and City Ordinances which he has been studying for the last 20 years. Councilmember McMahan is concerned that the Mayor has listed a specific individual in the position and the Mayor has pre-determined who would be in that position. Mayor Sun stated he put Mr. Rakos in the chart as an example, however he will advertise for it. Councilmember Walker asks the Mayor if the organizational plan meets the requirements of the insurance company. Mayor Sun states he sent this plan this morning to Phil and has asked him to review it. Councilmember Putnam states several of position is specifically defined in Pacific Municipal Code as direct employees and not contract positions; he asks the Mayor is he has language that would modify the Pacific Municipal Code. Mayor Sun states he does. Mayor Sun stated he presented this organizational chart for their information to give the Council an idea of his plan for his organizational chart.

**H. Human Services Director Job Description/Fill Position –**

Sheryl Finwall states the job description is from the City and the position is already in the Pacific Municipal Code. If she stays with the City, she would rather not be in the temporary position she is in now. Sheryl informed Council of recent re-organization being worked on with the Human Services Committee. Councilmember Guier is not comfortable with moving this item forward at this time.

**I. Community Services Assistant Job Description –**

Sheryl Finwall discussed changes to the job description. She has met with the committee who gave their suggestions to also add a new van driver/activities coordinator position. Sheryl reviews the hourly rates and expenses for both positions. For 2012 they would be under budget.

Council Comment: Councilmember Hulseley asked if the Union requires the van driver to be a Union member, how is back up transportation going to be provided. Sheryl states it is listed in the Community Services Assistant job description to provide back up services to the van driver. Sheryl states the Community Services Assistant position is already advertised and would like Council approval on the job description. Councilmember Guier states a budget amendment would need to be done.

Move it forward to the next Council Meeting.

**J. Activities Coordinator Job Description –**

Sheryl has reached out to the community and members have increased which added more shopping trips to get more use out of the van. Part of deal with King County Metro is the Senior Center is replacing the need for Access drivers.

Council Comment: Councilmember Hulseley is concerned that there have been complaints that Sheryl has not been accessible to the seniors and asked how she plans to improve her relationship with the seniors there. Sheryl states that she did tread lightly because change is hard. She is managing how involved she is directly in with the seniors since she is only in the position on a temporary basis. Since she is there only on a temporary basis, she is focusing on creating procedure manuals and other administrative duties. Sheryl will post her schedule on her door.

Move it forward to the next Council Meeting.

**K. Finance Director Job Description/Fill Position –**

Mayor Sun would like Council approval on the job description so he may move ahead and advertise for the position and get it permanent. Betty Garrison states there are four different descriptions on file so the one presented needs Council's approval. Councilmember Guier would like this to go to the Finance Committee before the next Workshop.

Move it forward to the next Council Workshop.

**L. City Clerk Job Description/Fill Position –**

Councilmember Walker asked where are the personnel management duties going and who will do those duties. Mayor Sun states when he completes his organizational chart, he will present that information. Councilmember Walker is concerned that the City Clerk position will be posted with the personnel aspect taken out and then the City would not have a personnel manager. Councilmember Steiger wants to follow due process in approving job descriptions.

Move it forward to the next Council Workshop.

**M. Council Committee Report On Recycling Processes –**

Councilmember Guier stated that the committee has gone and toured the different recycling processes. Afterward they met to discuss the tour and the committee decided to put the issue on hold until the City has staff in place. Councilmember Guier would like to revisit the issue in January 2013. Councilmember Putnam stated the committee does not want to make amateur changes in this complex set of regulations and wants someone with expert background in this area to discuss the issues with.

**N. Speed Limit On West Valley Hwy -**

Councilmember Steiger understands the City of Algona has made a change to the speed limit on West Valley Hwy to 25 mph. He states that Jerry Eck had an independent study completed and suggests the City uses his study to save expense. Councilmember Putnam recommends sending this issue to the Public Works Committee. Councilmember Steiger inquires if the City owns the three properties on the west side of Valentine Avenue. Councilmember McMahan recalls that the City paid taxes to prevent Pierce County taking over the properties; however the City does not own them. Betty Garrison states Ken Luce was to start the foreclosure proceedings. Mayor Sun left the meeting at 8:52 p.m. Councilmember Guier states that Council has signed the Writ which will be filed tomorrow morning.

**5. ADJOURN - The meeting was adjourned at 8:54 p.m.**

  
**Angelica Solvang, Interim City Clerk**

**CITY OF PACIFIC  
CITY COUNCIL MEETING  
Date: September 10, 2012  
Council Chambers  
City Hall, 6:30PM**

**MEETING SUMMARY**

**1. CALL TO ORDER AND FLAG SALUTE**

Mayor Cy Sun called the City Council Meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

**2. ROLL CALL OF COUNCIL MEMBERS**

Tren Walker  
Leanne Guier  
Josh Putnam  
James McMahan  
John Jones  
Gary Hulse - Absent  
Clint Steiger

Councilmember Steiger made a motion to excuse Councilmember Hulse as he is out of town; Councilmember Putnam second; All ayes.

Mayor Sun reads a declaration he made that he is turning over the chairman of the Council meetings. Mayor Sun left the meeting in order for Councilmember Jones as Mayor Pro-Tem may reside over the meeting.

Staff present: Gerina Dahl, Angelica Solvang, Sheryl Finwall, Lt. Massey and Ken Luce.

**3. APPROVAL OF/ADDITIONS TO AGENDA**

- A. Councilmember Guier added an executive session regarding a personnel issue with Bob Boyd for 10 minutes.
- B. Councilmember Putnam asked to pull the payables off the consent agenda.
- C. Councilmember Steiger added the topic: under old business, city administrator.

Councilmember Putnam moved to approve the agenda as amended; Councilmember Guier second; All ayes.

**4. AUDIENCE COMMENTS-**

Gary Van Hee, 205 Hawthorne Ave – Congratulate the Council for taking a courageous action to save the City's insurance.

Howard Erickson, 324 Butte Ave – States that the citizen comment sign up sheet has a disclaimer that states if any remarks will be addressed to the Council as a whole, and not to individual staff members. It also states that any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive may be requested to leave the meeting. Howard states the Council meetings have gotten out of control as it is a business meeting. He wants the Council to courageously take this to heart and enforces it. Howard asks for the status of his newspaper complaint.

Audrey Cruickshank, 703 3<sup>rd</sup> Ave SE – States she recalls that the Mayor had stated he would address the newspaper issue.

Steve Vetsch – States he has the same issue as well and considers it littering.

**5. REPORTS**

<p>A. Mayor – No report.</p>
<p>B. Finance – Councilmember Putnam is happy to see the financial statements are on the Council agenda through the month of July. Jeanne Fancher, 37248 55<sup>th</sup> Ave S - has heard that there 10 million dollars was found that had to do with a slush fund and wants clarification that there is no money missing and/or that it was found in the wrong account. Councilmember Putnam states that the 10 million dollar error was that funds were just put in the wrong bars code; the cash is reconciled and there is no money missing and everything is balanced. The state changes the bars numbers frequently so if you put something in one code and they change it and someone doesn't catch the change it puts us out of balance.</p>
<p>C. Court Statistics – In the packet.</p>
<p>D. Public Safety Department – Lt, Massey states that he did receive approval to replace Officer Schliessman's position. They had a staff meeting today and went through the lateral list and has started a background test on one of the applicants. The oral board is scheduled for the Evidence Technician soon. Lt. Massey states the department is trying to adapt to the shortages that we have. Councilmember Guier would like a report to Council listing the average number of overtime hours. Sgt. Pickett states the average was only 57 ½ hours per officer per year. It spiked in the last couple of months; the last pay period was 353 hours of overtime since the 1<sup>st</sup> of July till end of August which averages to 75 hours per month.</p>
<p>E. Public Works/Community Development Departments – The Public Works Committee met last week. It was brought to their attention the Mayor's ideas towards having AHBL fulfill some of the positions on the organizational chart. There was a discussion about the time and cost and Councilmember Jones recommended AHBL bring to Council their approximate time and costs that would incur for consideration.</p>
<p>F. Community/Senior/Youth/Services – Councilmember Guier states they have been meeting regarding working on the job descriptions that are on the agenda tonight.</p>
<p>G. Boards and Committees South King County Transportation Board (SKTBD) – No report. Pierce County Regional Council (PCRC) – No report. SCA – No report. VRFA – No report.</p>
<p>H. City Council Members – Councilmember Putnam stated that in light of the Mayor's statement, he would like to ask the City Attorney if Council should take any action. Ken Luce defers his answer because the Mayor is asking for a replacement until his hearing is corrected. Ken Luce asks Council to speak to the Mayor and urge the Mayor to follow through on the direction of the City. Councilmember Jones states that related to the Stewart Road project with Skillings Connolly and Gordon Trucking; TIB and WASHDOT met as a preliminary meeting as a mode of understanding for the properties on Stewart Road that Gordon Trucking owns and to discuss what they do next. There is a meeting this Thursday at 1:30 to attempt to come to an understanding them in relationship to the properties and the project. Councilmember Jones states there is an issue with Roger Smith's medical leave as it seems to be an open ended medical leave and the City needs to determine whether Roger Smith is capable on continuing his employment since we need to have that position filled. He cannot see the medical leave being open ended forever as there are requirements related to medical</p>

leave and the Union contract.

I. Park Board – No report.

J. Planning Commission – No report.

K. Civil Service Commission – No report.

**6. OLD BUSINESS**

**A. Business License Service –**

Gerina Dahl, consultant for the City, states that the State of Washington offers a business license service which handles all of the business license services for the City and takes the burdens off of the City and staff. Gerina states the City is not currently tracking non-profit businesses however the State will do that for us. She states the Pacific Municipal Code needs to be modified to state that if there is more than one business on a lot that there is a requirement to obtain separate licenses. Gerina will come back with the appropriate Ordinance and states that the State can start by December 1<sup>st</sup>.

Gerina also states that during the migration in January, we have an option to swap applications. Currently the City is paying for licensing and permitting which will no longer be needed. The software manufacturer is willing to swap the License and Permit module for the Business and Occupation tax module. If we wait and not go with the state then we won't qualify for the swap.

**MOVED FORWARD.**

**B. Waiver Of Opdahl Penalties –**

Gerina states there is a new owner of a property in the City of a dilapidated home and the owner has cleaned it up. The water is still off. It was purchased from Opdahl and there was an amount owing on the account. When property changes hands, escrow did not contact the City. She requests the penalties to be waived as past precedence in the amount of \$2,400. The City will offer a payment plan on the remainder balance and should any of this become in the arrears all monies will be reassessed to the property.

Council Comment: Councilmember Putnam states that from the Finance Committee point of view, the purpose of the penalties is to encourage the owners to pay and not let the properties go in the arrears and this was accrued from the old owner and not the new owner. Councilmember Steiger asks how anybody gets a bill this high. Gerina states if you're in the arrears and we lock your water, it does not cease your flat rate charges nor your sewer or storm. What assesses every 30 days are your base rates so even without water the base rates still accrue. Even vacant properties accrue those flat rates. Gerina states we will soon start the lien process. Councilmember Guier recommend waiver of the penalties and offer the remaining balance on terms; Councilmember Putnam second;

	Aye	Nay
Councilmember Walker	X	
Councilmember Guier	X	
Councilmember McMahan		X
Councilmember Putnam	X	
Councilmember Jones	X	
Councilmember Hulsey	Absent	
Councilmember Steiger		X

**THE MOTION CARRIED 4 to 2.**

**C. Springbrook Applications Update –**

The two applications before Council are business tax and building permits. The increased cost to the city for the swap is \$1,000 for training. The Utility Billing Clerk will be managing the Business and Occupation Tax module and then training other staff. We are behind in time as Springbrook has given us a timeline since we are migrating in January. She recommends Council approves the swap. Wanda Flarity is out of town and could not attend the meeting to speak.

**MOVE FORWARD.**

Jeanne Fancher would like clarification on the acronyms.

**D. City Administrator -**

Councilmember Steiger states that in the Mayor’s organizational chart there is a new position listed for a City Administrator and he is against this new position. Councilmember McMahan motioned that Council recommends to the Mayor that he move forward in proceeds in filling the existing vacant potions and not pursue the creation of the City Administrator position or any new position; Councilmember Steiger second;

Councilmember Walker states the organizational chart has only been presented once and to disregard the Mayor’s chart now is unfair to the Mayor. Councilmember Guier is concerned that staff is already under a deadline for establishing the budget for next year and the Mayor is presenting a new position when there are vacant positions that still need to be filled in order to comply with the insurance company’s request. Councilmember Guier states the Mayor should be presenting a budget to the Council. Councilmember McMahan believes this motion makes a statement from Council to the Mayor and hopes that the Mayor will recognize that filling the positions now does not stop the Mayor from doing a reorganization at a later time. Councilmember Walker asks the Council if they believe this motion will be effective and also believes the motion humiliates the Mayor. Councilmember Walker states Council needs to work with the Mayor. Councilmember Guier agrees with Councilmember Walker.

Duwayne Gratz, 122 3<sup>rd</sup> Ave NW – He is in agreement with Councilmember Steiger.

City Attorney, Ken Luce, states in review of the petition of the Writ of Mandamus, he believes the motion is unnecessary and recommends the motion not be passed.

	Aye	Nay
Councilmember Walker		X
Councilmember Guier		X
Councilmember McMahan	X	
Councilmember Putnam		X
Councilmember Jones	X	
Councilmember Hulsey	Absent	
Councilmember Steiger	X	

**THE MOTION DID NOT PASS.**

**7. NEW BUSINESS**

**8. ORDINANCES/RESOLUTIONS**

**A. Resolution No. 12-1193 – Adopting Job Description For The Position Of Community Services Assistant.**

Sheryl Finwall reads the resolution.

Councilmember Putnam moved to approve Resolution No. 12-1193;  
Councilmember Guier second;

Council Comment: Councilmember Walker asks if Council needs to modify the budget prior to posting. Sheryl replied not for this year but Council will need to for 2013. Councilmember Guier states this has been budgeted for this year. Councilmember Jones states this is a pervious exiting job description that has been modified.

Public Comment: Jeanne Fancher – Asked if this is an open position that will be advertised. Councilmember Guier states it is a position that has been posted inside and outside the City.

Shirley Thompson – Would like a copy of the job description.

	Aye	Nay
Councilmember Walker	X	
Councilmember Guier	X	
Councilmember McMahan	X	
Councilmember Putnam	X	
Councilmember Jones	X	
Councilmember Hulsey	Absent	
Councilmember Steiger	X	

**THE MOTION CARRIED 6 to 0.**

**B. Resolution No. 12-1190 – Adopting Job Description For The Position Of Activities Coordinator/Van Driver.**

Councilmember Guier moved to approve Resolution No. 12-1194;  
Councilmember Walker second;

Council Comment: Councilmember Guier states she is aware they need to do a budget amendment.

Public Comment: Shirley Thompson – Would like a copy of the job description.

	Aye	Nay
Councilmember Walker	X	
Councilmember Guier	X	
Councilmember McMahan	X	
Councilmember Putnam	X	
Councilmember Jones	X	
Councilmember Hulsey	Absent	
Councilmember Steiger	X	

**THE MOTION CARRIED 6 to 0.**

9. **CONSENT AGENDA**

*(The Mayor shall place matters on the Consent Calendar which are so routine or technical in nature that passage is likely.)*

Councilmember Putnam moved to approve the consent agenda minus item B;  
Councilmember Walker second; All ayes.

**A.** City Council Meeting Minutes from July 23, 21012; City Council Special Meeting Minutes from July 30, 2012.

Councilmember McMahan notes a Scribner's error on the July 23, 2012 minutes. There were several roll call votes where the votes were not unanimous. The motion should show that it was carried 6 to 1.

**B.** Claim Voucher & Payroll Approval -

**C.** Financial Statements -

**Item B:** Councilmember Putnam called attention to the CIAW renewal voucher number 0040470 which is the renewal of the City's insurance policy. The renewal policy is only through December 31, 2012.

Councilmember Putnam states the Treasurer indicates there has been advice from the City Attorney that Council may approve payment for the Sound Inspection invoice. Ken Luce informs Council that Sound Inspections has done a valuable service to the City and saved the City from difficulties with the Alpac Elementary School permit issues and the Washington Rating Bureau. Ken Luce will meet with Frank Mellas of Sound Inspections to discuss a 30 day contract terms.

Councilmember McMahan inquired whether the invoice submitted by Sound Inspections covers the period which they operated in the City on a contract without Council's approval. Frank Mellas from Sound Inspections states the invoice is for work provided before the approved contract. Ken Luce has checked with the other cities and states Frank's reputation is excellent and more importantly he had no prior dealings with contracts with the Mayor. Frank Mellas states that the Washington State Rating Bureau was going to change the City's rating to 99. After Frank had a discussion with the Rating Bureau, the State changed the rating to a 3. If the rating was changed to a 99, no homeowner would be able to obtain insurance. Councilmember Jones thanks Frank for his action on this item. Councilmember Jones asks Ken Luce what Council can do about the timeline when that contract was not approved by the Council and the potential or possible litigation issue of Sound Inspections working on behalf of the City. Ken Luce replied that Council can retroactively approve Sound Inspections because the services to the City were rendered and the money is entered into the City. Councilmember Jones asks Ken Luce if a motion needs to be made to retroactively approve the contract. Ken Luce replied no and recommends the City pay Sound Inspections. Ken further stated that should Sound Inspections bring suit against the City and individuals, Sound Inspections would prevail since the City did benefit from his services.

Don Thompson, 416 2<sup>nd</sup> Ave SE – He agrees with the City Attorney.