

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF AGENDA

4. AUDIENCE COMMENT

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

5. REPORTS

- A. Mayor
- B. Finance
- C. Court Statistics (attached)
- D. Public Safety Department
- E. Public Works/Community Development
- F. Community/Senior/Youth Services
- G. City Council
 - i. Certificate of Appreciation (Councilmember Guier)
- H. Personnel
- I. Committee Boards
 - i. Park Board
 - ii. Public Works
 - iii. Civil Service
 - iv. Planning Commission
 - v. South King County Transportation Board (SKTBD)
 - vi. Pierce County Regional Council (PCRC)
 - vii. SCA
 - viii. VRFA

6. PUBLIC HEARING

7. OLD BUSINESS

- A. Second Reading and Adoption of Resolution No. 2013-001, Amending City Council Rules and Procedures (City Clerk)

8. NEW BUSINESS

- A. Adoption of Resolution No. 2013-004, Setting a Public Hearing to Consider a Proposed Ordinance Extending the Moratorium on Medical Marijuana Collective Gardens and Establish a Moratorium on the Production, Processing, and Retailing of Marijuana in the City of Pacific (Acting Public Works Director)
- B. Adoption of Resolution No. 2013-005, Authorizing the Acting Public Works Director to Execute an Agreement with Olympic Environmental Resources for 2013 Recycling Collection Events (Acting Public Works Director)

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

The Council may consider other ordinances and matters not listed on the Agenda, unless specific notification period is required. Meeting materials are available on the City's website at: www.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.

**City of Pacific Regular Council Meeting Agenda for January 28, 2013
6:30 p.m., at 100 3rd Ave SE, Pacific ~ City Hall ~ Council Chambers**

- C. Adoption of Resolution No. 2013-006, Acknowledging the Rate Increase From Waste Management for Solid Waste (Finance Director)
 - D. Adoption of Resolution No. 2013-007, Authorizing the Mayor to Execute a Pre-Construction Loan Agreement with Washington State Public Works Board for the Stewart Rd/Thornton Avenue Improvement Project (Finance Director)
 - E. Adoption of Resolution No. 2013-008, Amending the Master Fee Schedule and Repealing Resolution Nos. 942, 974, 989, 1001, and 1097 (Finance Director)
 - F. Adoption of Resolution No. 2013-009, Authorizing the Purchase of Email Archival Software (City Clerk)
 - G. Adoption of Resolution No. 2013-010, Authorizing the Purchase of PS Alley Set Up for City Telephone System (Finance Director)
 - H. Adoption of Resolution No. 2013-011, Authorizing the Purchase of Three-Year Telephone Services Agreement (Finance Director)
 - I. Approval of the January 14, 2013, City Council Meeting Minutes
 - J. Approval of the January 22, 2013, City Council Meeting Minutes
 - K. Discussion: Land Use Attorney Services (Acting Public Works Director)
- 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
- 10. EXECUTIVE SESSION** *Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.*

11. ADJOURN

COMMITTEE MEETINGS

Finance Committee	January 29, 2013 6:30 p.m.	City Hall
Change to Council/Manager Form of Government Committee	TBD	City Hall
Parks Board	January 8, 2013 6:00 p.m.	City Hall
Public Works Committee	February 6, 2013 6:00 p.m.	City Hall
Planning Commission	January 29, 2013 6:00 p.m.	City Hall
Technology Committee	January 22, 2013 6:30 p.m.	City Hall

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CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON RECOGNIZING

STEPHANIE SHOOK

WHEREAS, the City of Pacific Public Safety Department participated in its first *National Night Out* (NNO) on August 7, 2012; and

WHEREAS, *National Night Out* is a unique crime/drug prevention event that involves local citizens, law enforcement agencies, civic groups, businesses, neighborhood organizations, and local elected officials; and

WHEREAS, *National Night Out* is designed to heighten crime and drug prevention awareness; strengthen neighborhood spirit and police-community partnerships; and send a message to criminals letting them know that neighborhoods are organized and fighting back; and

WHEREAS, the 2012 event involved 37.5 million people in 15,700 communities from all 50 states, U.S. Territories and military bases worldwide, and

WHEREAS, Stephanie Shook was selected as a **Rookie of the Year** for her outstanding first-year participation in the 29th Annual *National Night Out* program; and

WHEREAS, Stephanie Shook has greatly impacted the well being of the citizens in the City of Pacific through this program that reaches out to youth and adults alike; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON,
DOES HEREBY COMMENDS

STEPHANIE SHOOK

For her selfless community service that reflects well on the values embodied, promoted, and honored by the City of Pacific and the Public Safety Department.

DATED this 28th Day of January 2013

Leanne Guier, Council President

James McMahan, Council Mayor Pro Tem

Gary Hulsey, Councilmember

John Jones, Councilmember

Josh Putnam, Councilmember

Clint Steiger, Councilmember

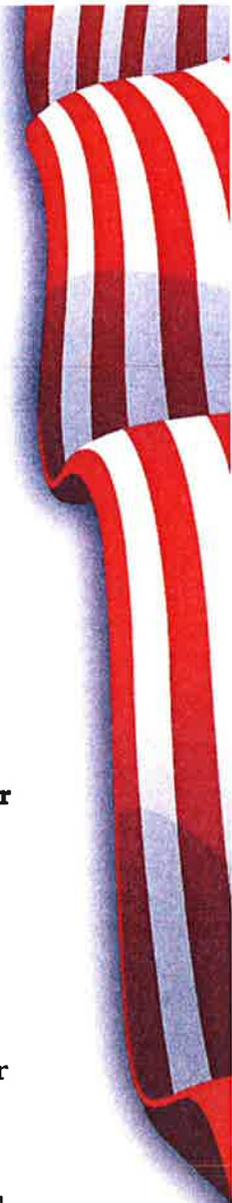
Tren Walker, Councilmember

Cy Sun, Mayor

Patricia J. Kirkpatrick, MMC, City Clerk



Ph: 610.649.7055
F: 610.649.5456
1 E. Wynnewood Road, Suite 102
Wynnewood, PA 19096
www.natw.org



November 19, 2012

Stephanie Shook
Pacific Police Dept.
133 3rd Ave SE
Pacific, WA 98047

Dear Stephanie:

On behalf of the National Association of Town Watch (NATW), I am pleased to inform you that **"Pacific"** has been selected as a **Rookie of the Year** for its outstanding first-year participation in the "29th Annual National Night Out" (NNO).

Within the next month or so, you will be receiving a special award recognizing your area's achievements in the NNO 2012 campaign.

This year's event involved 37.5 million people in 15,700 communities from all 50 states, U.S. territories and military bases worldwide. We extend our congratulations for being ranked among the top National Night Out 2012 first-year areas.

All of the NNO 2012 Award Winners will be posted on our website. A full recap of National Night Out 2012 will be featured in the "New Spirit" newsletter which you will receive in December.

Again, we congratulate you and your community for a job well done!

Sincerely,

Matt A. Peskin
National Project Coordinator

MAP/klg

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Old Business 7A</u>	Meeting Date:	<u>January 28, 2013</u>
Subject:	<u>Second Reading and Adoption of Resolution No. 2013-001, Amending City Council Rules and Procedures</u>	Prepared by:	<u>Patti Kirkpatrick, MMC City Clerk</u>

Summary: On May 5, 2012, the Council adopted City Council Rules and Procedures. At its January 14, 2013, regular meeting, the Council remanded this item back to Workshop for further discussion of amending its Rules and Procedures. At the January 22, 2013 Workshop, the Council directed that this item be brought forward to this meeting to amend the Council Rules and Procedures by adding a *Claims Committee*.

Recommendation: Staff recommends the Council adopt the Resolution as amended.

Motion for Consideration: I move to adopt Resolution No. 2013-001, Amending City Council Rules and Procedures.

Budget Impact: None

Attachments: Resolution No. 2013-001
Council Rules and Procedures – Final Form

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-001

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AMENDING CITY COUNCIL RULES AND
PROCEDURES**

WHEREAS, the City Council on May 5, 2012, adopted City Council Rules and Procedures; and

WHEREAS, the Council has determined that it is in its best interest to create a new Council Committee to review and monitor all claims against the City,

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

Section 1. Part 1: General Provisions, Section C: City Council Committees of the City Council Rules and Procedures are hereby amended as follows:

Creating a new Section C.6: **Claims Committee**. The Claims Committee shall review all claims against the City and make recommendations to the City Council regarding payment or non-payment of each claim. Claims for damages include, but not limited to, vehicle damage, property damage, litigation, and employee litigation.

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

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF
ON THE 28TH DAY OF JANUARY 2013.**

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

City Attorney

FILED WITH THE CITY CLERK: 1.7.13
PASSED BY THE CITY COUNCIL: 1.28.13
EFFECTIVE DATE: 1.28.13
RESOLUTION NO. 13-001



Pacific City Council

Rules of Procedure

Pacific City Council: Rules of Procedure

Adopted: January 2004

Revised: January 28, 2013

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Pacific City Council

Rules of Procedure

Part 1: General Provisions

A.	<p data-bbox="196 331 289 363">Voting</p> <ol data-bbox="256 373 1438 554" style="list-style-type: none"><li data-bbox="256 373 1438 443">1. A roll call voting method will be used for all ordinances and resolutions. All council members must vote "yea" or "nay" as the City Clerk calls his or her name.<li data-bbox="256 443 1438 512">2. A council member abstaining from a vote should excuse him or herself until the vote has concluded.<li data-bbox="256 512 1438 554">3. A simple voice vote may be used for minute actions and amendments to motions.
B.	<p data-bbox="196 594 440 625">Election of Officers</p> <ol data-bbox="256 636 1438 1522" style="list-style-type: none"><li data-bbox="256 636 1438 810">1. Annually, at the last council meeting of the year, the members thereof shall choose a chair from among their number who shall have the title of President of the Council. He/ She shall have all the rights, privileges and immunities of a member of the Council. If a vacancy occurs in the Office of President, the members of the Council, within 30 days, shall select a President from among their number for the balance of the unexpired term.<li data-bbox="256 810 1438 1188">2. The duties of the council president include the following:<ol data-bbox="354 852 1438 1188" style="list-style-type: none"><li data-bbox="354 852 919 884">a. Attend and participate at council meetings<li data-bbox="354 884 837 915">b. Vote on all questions before council<li data-bbox="354 915 1268 947">c. Preside at council meetings in the absence of mayor and mayor pro-tem<li data-bbox="354 947 1438 1031">d. Act as mayor whenever the mayor and mayor pro-tem is unable to perform the functions of that office<li data-bbox="354 1031 1073 1062">e. Represent city in absence of mayor and mayor pro-tem;<li data-bbox="354 1062 1438 1146">f. Attend committee meetings when another councilmember is unable to attend or delegate to another councilmember to ensure council representation<li data-bbox="354 1146 1235 1188">g. Coordinate with the city clerk for council workshop/meeting agendas<li data-bbox="256 1188 1438 1251">3. In conjunction with the above election, a Mayor Pro Tempore shall also be elected in a like manner.<li data-bbox="256 1251 1438 1482">4. The duties of the mayor pro-tem include the following:<ol data-bbox="354 1293 1438 1482" style="list-style-type: none"><li data-bbox="354 1293 919 1325">a. Attend and participate at council meetings<li data-bbox="354 1325 837 1356">b. Vote on all questions before council<li data-bbox="354 1356 1032 1388">c. Preside at council meetings in the absence of mayor<li data-bbox="354 1388 1438 1451">d. Act as mayor whenever the mayor is unable to perform the functions of that office<li data-bbox="354 1451 829 1482">e. Represent city in absence of mayor<li data-bbox="256 1482 919 1522">5. The above elections shall be by affirmative motion.



Pacific City Council

Rules of Procedure

Part 1: General Provisions cont.

C.	City Council Committees
The committee structure of the council and the procedure governing all committees shall be as follows:	
<ol style="list-style-type: none">1. Committee of the Whole: The entire Council sitting as a legislative study committee. The Council President shall be presiding officer at all meetings of the Committee of the Whole.2. Finance Committee: The Finance Committee shall review all demands against the City and make recommendation to the City Council regarding payment or non-payment of each demand. The Committee shall review the proposed budget ordinances of the City, make recommendation to the Council regarding approval or non-approval of all budget ordinances, and other business as determined by the council.3. Public Works Committee: The Public Works Committee shall conduct the initial review of public works issues and shall make recommendations to the Council. Public works issues that may be reviewed may include, but are not limited to, water supply sources, water system improvements, garbage collection contracts, street capital improvements and surface water management.4. Public Safety Committee: The Public Safety Committee works with the Police to ensure the safety of the City's citizens and to address department needs. Public Safety meetings will be held in the Public Safety Building unless otherwise noted. Public access provided upon request (subject to limitations for confidential or critical information to be discussed).5. Human Services Committee: The Human Services Committee shall review the social needs of the city that should be considered when appropriating federal revenue sharing funds and general funds, and also serve as advisors the on allocation and application for grant funds to be used for community development projects. The human services committee shall assist and advise the council as a whole in identifying the local social service needs and recommending priorities to meet those needs including but not restricted to proposing programs, reviewing and evaluating existing programs, encouraging citizen participation, and performing other assignments referred to the committee by the mayor or council as deemed appropriate. The committee shall establish necessary policies, goals, rules, and regulations to conduct the activities of the human services committee.6. Claims Committee: Shall review all claims against the City and make recommendations to the City Council regarding payment or non-payment of each claim. Claim for damages include, but not limited to, vehicle damage, property damage, litigation, and employee litigation.7. All committees shall meet not less than quarterly for the purposes of fulfilling their obligations	
D.	City Council Committee Chairs
Each City Council Committee shall elect among its membership a committee chair. No council member may serve as chair of more than one City Council Committee at any given time. No council member shall serve as Chair of the same City Council Committee for more than twenty-four (24) consecutive months.	
E.	City Council Committee chair responsibilities
<ol style="list-style-type: none">1. Presides, schedules, and sets agenda for committee meetings.2. Provides a verbal report to the council of the whole at the next council meeting.	



Pacific City Council

Rules of Procedure

Part 1: General Provisions cont.

F.	<p>External Council Committees and special positions</p> <ol style="list-style-type: none">1. Valley Regional Fire Authority: The Mayor and two council members will serve as the representatives of the people of Pacific on the Valley Regional Fire Authority Governing Board. The council shall select two council members to serve, generally from the Public Safety Committee. They will, along with three members each from Algona and Auburn, be responsible for appropriate oversight and funding of the VRFA. All changes in funding levels must be agreed upon by a majority of the council membership. The representatives will report back to their peers as well as the people of the City of Pacific.2. Council Parliamentarian: When requested, advises the presiding officer on questions of parliamentary procedure. Parliamentarians do not "rule": only the meeting chair has the power to rule on a question of order. If the parliamentarian has expressed an opinion at the request of the chairman, the chairman must still make the ruling. Also assist the presiding officer by keeping track of the order of those wishing to speak, motions, amendments, voting, etc., during meetings.3. Special Ad Hoc Council Study Committees: Special Committees may be created by the Council to study and recommend on specific areas, concerns or projects.4. Hotel/Motel Advisory Committee: The Hotel/Motel Advisory Committee shall make recommendations to the Council regarding the use of funds received through the hotel/motel tax. Pursuant to RCW 67.28.1817 the Committee shall have five members: two members from businesses required to collect the hotel/ motel tax; two members from activities authorized to receive the funds from the hotel/motel tax; and one councilmember who shall serve as the committee chair. Persons eligible to be appointed representing a collecting business may not be eligible for appointment representing a funded activity. A person eligible to represent a funded activity is not eligible to represent a collecting business.5. Council Liaisons: In order to provide a liaison and give the City Council representation before various boards, commissions and community based groups, the Council shall elect liaisons at the beginning of each fiscal year to serve as a liaison to one or more community based groups, boards or commissions affecting the City.<ol style="list-style-type: none">a. Cities and Schools Forumb. Suburban Cities Association (SCA)c. South County Area Transportation Board (SKTBd)d. Pierce County Regional Council (PCRC)
G.	<p>Special Ad Hoc Citizen Advisory Committees</p> <p>The Council may create special ad hoc citizen advisory committees for a particular purpose. The Council President, with the advice and consent of Council, shall appoint committee members. Citizen Advisory Committees shall dissolve at the end of their mission, but not later than the end of each calendar year, unless specifically continued by the Council for a specified time period.</p>
H.	<p>All committee meetings will be open to the public, unless otherwise noted. Minutes need not be taken at committee meetings other than the Committee of the Whole.</p>



Pacific City Council

Rules of Procedure

Part 2: Meetings

A. Pacific City Council Workshops will be held on 1st and 3rd Mondays of each month commencing at 6:30pm. These meetings are a briefing session for the purposes of receiving staff reports on matters of interest, background information from staff regarding matters on the advance agenda for the next week's meeting and for that day's agenda, and making any adjustments to the agenda. At the request of any Councilmember, an item on the administrative agenda will be carried over to the legislative session.

B. Pacific City Council Meetings will be held of 2nd and 4th Mondays of each month commencing at 6:30pm. These meetings are a legislative session for the purpose of taking public testimony, discussing and taking action on those items which were placed on that agenda

C. If any meeting falls on a legal holiday or city furlough, the regular workshop or meeting shall be held on the following business day.

D. The Council, by majority vote, may continue any regular or special meeting to a time specified in the motion.

E. All meetings shall be open to the Public except as provided under RCW 42.30

F. Special meetings, or any change in the time or location of a regular meeting, shall be called by the City Clerk on the written request of the Mayor, Council President, or a majority of the City Council.

1. Official calls shall be by written notice, delivered personally or by mail, to each member of the Council and the Mayor; and to each local newspaper of general circulation and other media that has on file with the City Clerk a written request to be notified of special meetings.
2. Such notice must be delivered personally or by mail at least 24 hours before the time of such meeting.
3. The call and notice shall specify the time and place of the special meeting and the business to be transacted.
4. Action shall not be taken on any other business.
5. Such written notice shall be dispensed with if the meeting is called for at a regular business meeting so long as all members are notified.
6. Members not present at a meeting where the Special meeting is called, and media requesting notification, must then be notified in writing.
7. The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. (RCW 42.30.080)

G. A quorum shall be present when four or more Council members are present and voting.



Pacific City Council

Rules of Procedure

Part 3: Presiding Officer's Duties

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| A. | <p>Conduct of Council Business Meeting:</p> <ol style="list-style-type: none">1. The presiding officer at all business meetings of the City Council shall be the Mayor.2. In the Mayor's absence the presiding officer shall be the Mayor Pro Tempore, who shall conduct the business and deliberations of the Council under these rules.3. The Mayor Pro Tempore shall be elected by majority of the Council Members at the last council meeting of the year.4. If both the Mayor and the Mayor Pro Tempore are absent, the presiding officer shall be the City Council President.5. In the absence of the Mayor, Mayor Pro Tempore, and Council President, the presiding officer shall be selected from the members present. |
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| B. | <p>B. Conduct of Council Workshop Meeting:</p> <ol style="list-style-type: none">1. The presiding officer of all Council Workshops shall be the Council President.2. In the absence of the Council President, the presiding officer shall be selected from the members present to serve until the Council President returns. |
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| C. | <p>The Presiding Officer shall:</p> <ol style="list-style-type: none">1. Preserve order and decorum in the Council Chambers;2. Observe and enforce all rules adopted by the Council for its government;3. Decide all questions on order, in accordance with these rules, subject to appeal by any member of the Council4. Recognize members of the Council in the order in which they request the floor.5. No member shall be recognized and given the floor to speak on the same matter more than once until all other members of the Council have had an opportunity to be recognized and be heard. |
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| D. | <p>The Presiding Officer shall have only those rights and shall be governed in all matters by these same rules and restrictions as councilmembers.</p> |
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| E. | <p>Questioning. Any member of the Council shall have the right to question any individual, including members of the staff, on matters germane to the issue properly before the Council for discussion.</p> |
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Pacific City Council

Rules of Procedure

Part 4: Council Agenda

A.	Functions of agenda The agenda serves to introduce items to the Council, to establish the order of business and to give notice to the public. The notice of special meeting is the agenda for such meeting.
B.	Introduction and removal of items <ol style="list-style-type: none">1. The Council President or any three Councilmembers may place items on a regular meeting agenda.2. The Council President, any three Council members, mayor, department directors, or boards and commissions may place items on the workshop agenda.3. A Council member may not utilize administrative staff for the preparation of an item for the agenda without direction by the Council or authorization from the Mayor.4. No item, once moved forward from Council Workshop to a Council Meeting, may be removed from the agenda.5. The council shall have the option of deleting any item from the agenda, or deferring an item on the agenda to a subsequent council meeting or workshop.6. Any member may present new items to be included on the agenda at the beginning of the meeting.7. The agenda for every regular meeting is prepared by the office of the City Clerk in the manner and format prescribed by the Council President. The Mayor determines for each kind of item, which administrative officials need to sign off on the agenda data sheet indicating it, and any accompanying packet material is complete and ready for Council consideration.8. The agenda (notice of meeting) for special meetings is prepared by the councilmember(s) that called the special meeting.
C.	Agenda data <ol style="list-style-type: none">1. An item is submitted for the agenda in the form of an agenda data sheet presented to the City Clerk. The agenda data sheet shall have such form and content as prescribed by the Council President.2. The wording for the agenda and the agenda data sheet is to be furnished by the person submitting the item but the City Clerk may edit the agenda wording and alter, add to, or delete agenda data and packet materials.3. Each Council member is responsible to obtain and be familiar with all agenda data.
D.	Agenda deadlines <ol style="list-style-type: none">1. The deadline for submitting an advance agenda item is 5: 00 pm on the Wednesday preceding the meeting to which the item will be introduced. Items submitted after this deadline may not appear in the printed council packet and should be distributed in person at the meeting.2. Subsequent to the advance agenda deadline a member of management staff designated by the Mayor must notify the Council President of the proposed agenda item and gain approval for addition to the agenda.3. Claims and other items calling for the payment of money where delay might subject the City to interest or delinquent penalty may be added to the current agenda.4. For good cause and under emergent circumstances, an item may be added to the agenda after the deadline and can be acted upon if the Council finds such action necessary.



Pacific City Council

Rules of Procedure

Part 4: Council Agenda cont.

E.	Distribution of agenda and packet
	<ol style="list-style-type: none">1. The City Clerk is responsible for making sufficient copies of the agenda and agenda packets available to be picked up and distributed.2. The agenda for each regular meeting and workshop shall be printed and available to be picked up and distributed in such number as the Mayor may prescribe in final form by end of business on the Friday immediately preceding the meeting.3. A digital copy of the agenda shall also be made available to council members upon request.4. The final agenda, when possible, will be posted on the City's website by end on business on the Friday preceding the meeting.



Pacific City Council

Rules of Procedure

Part 5: Remarks and Debate

A.	<p>Speaking to Motion</p> <p>No member of the Council shall speak more than twice on the same motion except by consent of the majority of the Council Members present.</p>
B.	<p>Interruption</p> <p>No member of the Council or the Mayor shall interrupt or argue with any other member while such member has the floor.</p>
C.	<p>Courtesy</p> <ol style="list-style-type: none">1. All speakers, including members of the Council, the Mayor and Staff in the discussion, comments or debate of any matter or issue shall be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, member of the Staff or the public.2. At all times, remarks will be confined to those facts which are germane and relevant as determined by the presiding officer, to the question or matter of discussion.
D.	<p>Transgression</p> <ol style="list-style-type: none">3. If a member of the Council or others transgresses on these rules of debates, the presiding officer shall call such offender to order, in which case the member or other shall be silent except to explain or continue in order.4. If the presiding officer shall transgress these rules on debate or fail to call such an offender to order, any Council member may, under a point of order, call the presiding officer or other offender to order.5. If the Presiding Officer or Member or other refuses to remain in order, such offender will be removed from the meeting.
E.	<p>Challenge to Ruling</p> <p>Any member of the Council shall have the right to challenge any action or ruling of the presiding officer, or member as the case may be, in which case the decision of the majority of the members of the Council present, including the presiding officer, shall govern.</p>
F.	<p>Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered into the minutes.</p>



Pacific City Council

Rules of Procedure

Part 6: Order of Business

- A. The business of all regular business meetings of the Council shall be transacted as follows provided, however that the Presiding Officer may, during Council meetings, re-arrange items on the agenda to conduct the business before the Council more expeditiously.
1. Call to order by the Presiding Officer
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of Agenda
 5. Citizen comments
 - a. Public comment is allowed during Council Meetings only and intended for items not on the Council Meeting agenda. Part 9 of the Rules of Procedure govern public comment for items on the Council Meeting agenda.
 - b. Any member of the public may request time to address the Council after stating their name, address, and subject of their comments.
 - c. Public comment shall be limited to 3 minutes per person and no person may convey or donate his or her time for speaking to another person.
 - d. The Presiding Officer shall encourage public comments to be submitted in writing.
 - e. Immediately following such comments, the Presiding Officer shall then place the item on the agenda, move to a future agenda, refer the matter to the appropriate administrative staff member or committee, or clearly state that the item will not be taken up for future action.
 - f. No person may rebut or argue with any person presenting public comments on items not on the Council Meeting agenda.
 6. Public Hearings
 7. Reports of Mayor, Staff, Committees, and City Councilmembers
 8. Unfinished Business
 9. New Business
 10. Ordinances and Resolutions
 11. Consent Agenda
 - a. The Council President shall place matters on the Consent Calendar that are so routine or technical in nature that passage is likely.
 - b. The Clerk of the Council shall read the Consent Agenda if requested by any member.
 - c. Any member may request that an item be removed from the Consent Agenda and discussed and voted on separately. These items to be moved to the Agenda or dispensed with before moving on.
 12. Executive Session (as required)
 13. Agenda Review
 14. Adjournment



Pacific City Council

Rules of Procedure

Part 7: Precedence of Motions

A.	<p>When a question is under consideration, no motion shall be entertained except as follows, such motions having precedence in order as stated:</p> <ol style="list-style-type: none">1. Motion to Adjourn (Not debatable)2. Motion for a Call of the Council (to compel the attendance of unexcused absent members in order to obtain a quorum). (Not debatable)3. To Remove an Item from the Agenda.4. Motion to Table. (Not debatable)5. For the Previous Question. (The "Previous question" shall be as follows: "Shall the main question be put and until such motion has been put and decided, all amendments or debate shall be precluded. The Main question shall be on the passage of an ordinance, resolution or motion, but when amendments are pending, the questions shall be taken first upon such amendments, in their order). (Requires 2/3rds vote)6. To Limit Debate. (Requires 2/3rds vote)7. To Table to a Time Specific8. To Amend9. To Substitute10. To Postpone Indefinitely11. Main Motion12. To remove or pull from the Table (not debatable)13. Motion to Reconsider. No motion to reconsider a vote shall be in order except at the following meeting, and by a member who voted with the prevailing side. A motion to reconsider, having been put and lost, shall not be renewed either by the mover or any other member of the Council.
B.	<p>Vote</p> <p>The procedural motions above enumerated shall be decided by majority vote of Council Members present at the meetings, except as otherwise noted.</p>
C.	<p>Debate</p> <p>The motions above enumerated are debatable except where otherwise designated.</p>



Pacific City Council
Rules of Procedure
Part 8: Suspension of Rules

A.	No rule shall be suspended except by a majority vote of Council Members present at the meeting. A motion to suspend the rules is not debatable.
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B.	All votes to suspend rules will be by voice vote.
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Pacific City Council

Rules of Procedure

Part 9: Ordinances and Resolutions

A.	No ordinance or resolution shall be read into the record until reviewed as to form and legality by the City Attorney. This does not mean draft proposals and ideas may not be discussed at Council Workshops.
B.	Reading of ordinances and resolutions at all Council Meetings shall be deemed sufficient by reading of the brief synopsis of the title of the ordinance or resolution.
C.	<p>Public Comment</p> <ol style="list-style-type: none">1. Every person shall have the opportunity to speak on any item on the agenda.2. Following the staff briefing, Council motions, and questions the Presiding Officer shall invite members of the public to comment on the item before the Council. Council debate, comments, and vote will take place after the public has spoken on the topic at hand.3. No person shall be given the opportunity to speak more than once on the same matter. Remarks shall be germane and relevant to the matter under discussion. No speaker may convey or donate his or her time speaking to another speaker.4. The Council may, at its discretion, specify a time limit for individuals providing public comment. Time limits shall be uniformly applied to all public comments on the item before the Council, and shall be imposed prior to any public comment on the item at hand.5. Where an item on the agenda has been substantially modified and changed a person may address the changes. <p>Written Comments shall be considered in the same manner as oral comments.</p>
D.	<p>Voting</p> <p>The votes during all meetings of the Council shall be transacted as follows:</p> <ol style="list-style-type: none">1. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Council Member, a roll call vote shall be taken by the Clerk.2. In the case of a tie in votes on any proposal, the proposal shall be considered lost.3. Every member who was in the Council Chambers when the question was put shall give their vote unless a conflict of interest exists.4. If any Council member declines to vote "aye" or "nay", their vote shall be counted as an "Aye" vote.5. If a Conflict of Interest exist, or by reasonable means appears to exist, the member shall recuse him or herself or follow the remedies as per the Appearance of Fairness Doctrine. If member is recused from vote, vote shall not be considered an Abstention.
E.	The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, any resolution pertaining to personnel actions shall require the affirmative vote of at least a majority of the whole Council.
F.	The passage of any emergency ordinance (an ordinance that takes effect immediately) expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency such as a budget amendment shall require the affirmative vote of at least a majority plus one of the whole membership of the Council.
G.	The passage of any motion or resolution not subject to the provisions of state or local law, or these rules, shall require the affirmative vote of at least the majority of the membership of the Council who are present and eligible to vote.



Pacific City Council

Rules of Procedure

Part 10: Council Access to Staff

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| A. | Council Members shall have access to staff members at reasonable times. However a member's request will not take precedence over normal duties or interfere with staff's ability to perform their duties. |
| B. | At the request of a department head, the Councilmember may be asked to go through the Mayor's office. However, the Mayor cannot prevent access to staff or information so long as rules are followed. |
| C. | While Council members may direct queries to legal staff, it is recommended that all requests for information from legal staff should be routed through the Mayor's office or made during normal Council meetings. This does not include specific requests required for Council committees to perform their duties. |



Pacific City Council

Rules of Procedure

Part 11: Filling of Staff and Departmental Vacancies

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| A. | Council shall establish policies and guidelines for the interviewing and filling of non-represented staff positions. This policy will include such items as the posting of position, application, interview process, selection of finalist(s), and timeline. |
| B. | Written Job Descriptions will be required for all positions. |
| C. | No non-represented position may be filled other than for Emergency Need, without the consultation and agreement of Council; in such cases, the Mayor will set out the basis for the emergency, and the appointment shall be subject to Council review and confirmation. |



Pacific City Council

Rules of Procedure

Part 12: Filling of Board and Commission Vacancies

A.	When a vacancy occurs on any board or commission, the City Council shall be notified at the next regularly scheduled workshop (or meeting). The position shall then be advertised for a period of not less than one week. The Mayor will interview and select nominees and present candidates to the City Council for appointment. When presented, an application for board or commission, resume and any other pertinent paperwork must be provided to the Council. No appointment will be considered without above-mentioned paperwork.
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B.	Council will not disapprove or block appointment of qualified candidates for personal or political reasons. If candidate is disqualified, the Mayor will then remove that person's name from consideration.
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Pacific City Council

Rules of Procedure

Part 13: Filling of City Council Vacancies

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| A. | When a vacancy occurs on the City Council, for any reason, the Council shall require the position to be advertised for a period of not less than two weeks (Council can require more time). |
| B. | The Council will follow all Rules and Procedures as outlined in RCW 42.12.070(6) or these rules, whichever is greater. |
| C. | Qualified applicants will be interviewed by the City Council during an open meeting. Council may go into Executive Session to discuss qualifications and Consensus of Council. All voting must be made by voice vote in open session of a regular or special meeting. |



Pacific City Council

Rules of Procedure

Part 14: Miscellaneous

A.	Roberts Rules of Order On all questions of practice or procedure not provided for by these rules, the practice and procedure set forth in Robert's Rules of Order Newly Revised shall prevail.
B.	Amendments to these rules Amendments to these rules shall be made by resolution and shall require two readings.
C.	Failure to abide by these rules Any member or the Presiding Officer for a meeting who grossly fails to enforce or abide by these rules shall be found out of order. Failure to return to order may result in the expulsion of that person for the balance of the meeting. That expulsion shall then be considered an unexcused absence unless otherwise noted by the clerk upon a voice vote of the Council. Refusal to leave the meeting shall be considered Disturbance of the Peace and be subject to punishment under PMC 9A.84.030
D.	Severability If any part of these rules is found to be unconstitutional or otherwise in violation of law, the remaining part of these rules will remain in effect.

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8A</u>	Meeting Date:	<u>January 28, 2013</u>
	<u>Adoption of Resolution No. 2013-004</u>		
Subject:	<u>Setting a Public Hearing Extending</u>	Prepared by:	<u>Ken Barnett, Acting</u>
	<u>The Moratorium on Medical Marijuana</u>		<u>Public Works/Community</u>
	<u>Collective Gardens and Establish a</u>		<u>Development Director</u>
	<u>Moratorium on the Producing,</u>		
	<u>Processing, and Retailing of Marijuana</u>		
	<u>In the City of Pacific</u>		

Summary: RCW 35A.63.220 regulates the adoption of moratoriums and interim zoning controls. A moratorium or interim zoning ordinance may be renewed for one or more six-month period, “but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium of [or] interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.”

The Council passed Ordinance No. 1804, adopting a six-month moratorium on the establishment of Medical Marijuana Collective Gardens on August 8, 2011. On February 6, 2012, Council held a Public Hearing to consider an extension of the moratorium. On February 13, 2012, through Ordinance No. 12-1823, the Council extended that moratorium by twelve months and authorized the Community Development Director to implement a work plan for the Planning Commission and the City Council.

The Planning Commission reviewed Washington State regulations, the ordinances of other jurisdictions, potential changes to Washington State regulation of Medical Marijuana proposed for the November 2012 ballot, posted legal opinions, the opinions of and presentations by Medical Marijuana advocates, and other available information. Based upon the fact that Marijuana is considered an illegal drug by the Federal Government, the Planning Commission recommended that Council consider an ordinance in line with that adopted by the City of Edgewood (No. 11-0357), which stated that the City would “not issue local business licenses for any activity that is illegal under state or federal law...”

Due to other pressing issues before the City Council, a joint City Council/Planning Commission Public Hearing has not yet been held. In the interim, the Cities of Auburn, Edgewood, and Sumner have passed ordinances that regulate not only collective gardens, but also address the processing, production and distribution of medical marijuana in their jurisdictions.

Recommendation: Staff recommends a Resolution to set a Public Hearing to take testimony prior to considering a proposed ordinance to extend the moratorium on Medical Marijuana Collective Gardens, and establish a moratorium on the processing, production and distribution of Medical Marijuana be brought forward to the January 28, 2013 regular Council meeting.

Motion for consideration: I move to adopt Resolution No. 2013-004, setting a Public Hearing to consider a proposed Ordinance extending the moratorium on Medical Marijuana Collective Gardens and establish a Moratorium on the Production, Processing, and Retailing of Marijuana in the City of Pacific.

Attachments: Resolution No. 2013-004
RCW 35A.63.220

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-004

RESOLUTION OF THE CITY COUNCIL SETTING A PUBLIC HEARING FOR THE PURPOSES OF TAKING PUBLIC TESTIMONY PRIOR TO CONSIDERING A PROPOSED ORDINANCE THAT WOULD EXTEND A MORATORIUM ON MEDICAL MARIJUANA COLLECTIVE GARDENS AND ESTABLISH A MORATORIUM ON THE PRODUCING, PROCESSING, AND RETAILING OF MARIJUANA IN THE CITY OF PACIFIC

WHEREAS, time is needed for the City to study the production, processing, and retailing of medical marijuana and determine the appropriate zoning and land use designations/regulations that should be implemented in order to support and meet current City goals and strategies; and

WHEREAS, pursuant to RCW 35A.63.220, the City Council may establish a moratorium for initial periods of six months (twelve months or more, provided that appropriate findings are made and a work plan is adopted), provided a subsequent public hearing is held on the moratorium within at least sixty days of its adoption at which time further findings of fact could be made, and provided a moratorium may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal,

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

Section 1. The Pacific City Council hereby establishes a public hearing prior to consideration of a moratorium extension for a specified period of time, prohibiting the establishment of medical marijuana collective gardens, and consideration of establishing a moratorium on the production, processing and retailing of medical marijuana for a specified period of time within the City of Pacific, at the regularly scheduled City Council Work Shop on Monday February 19, 2013, in the Pacific City Hall located at 100 3rd Avenue SE, Pacific, Washington 98047.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

City Attorney

FILED WITH THE CITY CLERK: 1.16.13
PASSED BY THE CITY COUNCIL: 1.28.13
EFFECTIVE DATE: 1.28.13
RESOLUTION NO. 2013-004

RCW 35A.63.220

Moratoria, interim zoning controls — Public hearing — Limitation on length.

A legislative body that adopts a moratorium or interim zoning ordinance, without holding a public hearing on the proposed moratorium or interim zoning ordinance, shall hold a public hearing on the adopted moratorium or interim zoning ordinance within at least sixty days of its adoption, whether or not the legislative body received a recommendation on the matter from the planning agency. If the legislative body does not adopt findings of fact justifying its action before this hearing, then the legislative body shall do so immediately after this public hearing. A moratorium or interim zoning ordinance adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium of [or] interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

[1992 c 207 § 3.]

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8B</u>	Meeting Date:	<u>January 28, 2013</u>
	<u>Adoption of Resolution No. 2013-005</u>		
Subject:	<u>Authorizing the Acting Public Works</u>	Prepared by:	<u>Ken Barnett, Acting</u>
	<u>Director to Execute an Agreement with</u>		<u>Public Works/Community</u>
	<u>Olympic Environmental Resources for</u>		<u>Development Director</u>
	<u>2013 Recycling Collection Events</u>		

Summary: The City has applied for and received grants to host 2013 Recycling Collection Events. Olympic Environmental Resources has been the contractor for logistics, operations, and reporting requirement for the previous collection and education events that have been quite successful. The proposed resolution would hire Olympic Environmental Resources to continue acting as the City's contractual agent for these events.

Recommendation: Staff recommends adopting the Resolution hiring Olympic Environmental Resources as its agent for recycling collection events in 2013.

Motion for consideration: I move to adopt Resolution No. 2013-005, authorizing the Acting Public Works Director to execute Contract No. 13-001, Memorandum of Understanding, with Olympic Environmental Resources for 2013 Recycling Collection Events.

Budget: Costs associated with this measure are paid from the three grants.

Attachments: Resolution No. 2013-005
Contract No. 13-001 Memorandum of Understanding

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE ACTING PUBLIC WORKS DIRECTOR TO EXECUTE AN AGREEMENT WITH OLYMPIC ENVIRONMENTAL FOR 2013 RECYCLING COLLECTION EVENTS

WHEREAS, the City has received grants to administer the 2012 Local Hazardous Waste Management Program; and

WHEREAS, the City of Pacific has contracted logistics, operations and reporting requirements for the previous Local Hazardous Waste Management Programs with Olympic Environmental Resources, with their associated fees being paid from all grant proceeds; and

WHEREAS, the Public Works Director has reviewed the programs and recommends continuing the arrangement for the 2012 Local Hazardous Waste Management Program,

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

Section 1. The Council hereby authorizes the Acting Public Works Director to execute a Contract No. 13-001 with Olympic Environmental Resources as outlined in the attached and incorporated herein as Exhibit A, Memorandum of Understanding.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

City Attorney

FILED WITH THE CITY CLERK: 1.16.13
PASSED BY THE CITY COUNCIL: 1.28.13
EFFECTIVE DATE: 1.28.13
RESOLUTION NO. 2013-005



Olympic Environmental Resources

4715 SW Walker Street Seattle, WA 98116

Tel. 206 938-8262 Fax (206) 938-9873

Email: pauldevine@msn.com

Memorandum of Understanding

To: Ken Barnett, City of Pacific

From: Olympic Environmental Resources

Date: January 9, 2013

RE: City of Pacific/Olympic Environmental Resources Agreement for Implementing 2013
Recycling Projects

This Memorandum of Understanding is intended to detail Olympic Environmental Resource's (OER) services and responsibilities in implementing City of Pacific Recycling Projects. In 2013, OER will implement one Fall Recycling Collection Event, a recycle content rain barrel distribution, and other projects as directed by the City.

The proposed project includes:

One Recycling Collection Event

The event is tentatively scheduled for September/October 2013 at Alpac Elementary School. At the event the following materials will be collected and recycled: used tires, used anti-freeze, used petroleum-based products, used oil filters, used batteries, used motor oil, bulky yard waste (large material only), scrap wood, appliances (including refrigerators, freezers, household air conditioners, and other appliances), computer/electronic equipment, ferrous metals, nonferrous metals, textiles, reusable or recyclable household goods, porcelain toilets and sinks, propane tanks, and other materials if practical. User fees will apply to the collection of some materials.

At the Recycling Collection Event, recycle content rain barrels and compost bins will be distributed to City residents. OER will distribute the barrels and bins for a user fee of \$20 each.

OER wishes to involve the Pacific staff at the level most comfortable for the City. OER will meet with the City of Pacific staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

The project budget will incorporate the City of Pacific grant funds available from the Seattle-King County Health Department and King County Solid Waste Division. It will also include the Washington State Department of Ecology Coordinated Prevention Grant (CPG) funds for Pacific and Algona. Pacific and Algona combined allocations to become eligible for the CPG grant. Algona will carry out recycling project activities independently. OER will assist Pacific and Algona with grant administration and reimbursement requests. Total grant funds are estimated as \$26,469.75 and include all items that will be billed to the grants directly by the City, such as City staff time. The specific project activities to be carried out by OER are detailed in the grant scopes of work. OER will cover project expenses as they arise, such as the costs of printing and vendor services. OER will then request reimbursement of staff time and expenses on a monthly basis with thirty-day payment terms. OER will assist the City in requesting reimbursement of project costs from the King County Solid Waste Division, Seattle-King County Health Department, and Washington State Department of Ecology. OER's goal is to conduct the projects with very limited City staff time and no City cost. However, there are a number of "official acts" necessary for the City to bring the programs on line:

- Sign and submit letters of intent.
- Review and submit program scopes of work.
- Sign necessary grant agreements.
- Keep OER informed of any changes made to grant agreements.
- Reimburse OER for staff time and expenses from grant funding.

Recycling related programs continue on an annual basis. OER will continue to provide service to the City of Pacific until the City decides to no longer participate. We ask that you provide thirty-days (30) notice to discontinue services. This agreement solidifies our relationship. Please sign both copies of this agreement and return one to OER. We look forward to working with the City of Pacific in 2013.

Ken Barnett
Public Works Director
City of Pacific

Paul M. Devine
General Manager
Olympic Environmental Resources

2013 Pacific Recycling Grants

The City of Pacific is eligible and has applied for the following grants. It is expected that no non-grant City funds will be expended on recycling projects in 2013. The City has applied for the following:

1) The King County Health Department Local Hazardous Waste Management Plan Grant. Grant total \$6,469.75.

2) The King County Waste Reduction and Recycling Grant Program. Grant total \$10,000.00.

3) The Washington State Department of Ecology Coordinated Prevention Grant. Grant estimate \$10,000.00. This includes grant funds for Pacific and Algona.

TOTAL: \$26,469.75.

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8C</u>	Meeting Date:	<u>January 28, 2013</u>
	<u>Adoption of Resolution No. 2013-006</u>		
Subject:	<u>Acknowledging the Rate Increase From</u>	Prepared by:	<u>Betty J. Garrison, CPFA</u>
	<u>Waste Management for Solid Waste</u>		<u>Finance Director</u>

Summary: The City is in receipt of a notification letter advising that King County has increased the rates for solid waste disposal. There was a delay in the delivery process. The new rates were effective January 1, 2013. Waste Management raised their disposal rates and attached a new rate sheet to the notification. Waste Management is notifying the City per the Franchise Agreement. The Resolution is to formally acknowledge the new rates.

Recommendation: Adopt Resolution acknowledging the new rates.

Motion for consideration: I move to adopt Resolution No. 2013-006, acknowledging the new rate schedule from Waste Management for the collection and disposal services of solid waste for the King County portion of the City of Pacific.

Budget: None

Attachments: Resolution No. 2013-006
Letter and Rate Schedule – Waste Management

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, ACKNOWLEDGING THE RATE INCREASE FROM WASTE MANAGEMENT FOR SOLID WASTE.

WHEREAS, the Waste Management has a Franchise Agreement with the City of Pacific for the collection and disposal services of solid wastes for the King County portion of the City of Pacific; and

WHEREAS, King County approved a Disposal Increase; and

WHEREAS, Waste Management has provided the attached rate schedule, effective January 1, 2013,

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

Section 1. The City Council acknowledges the new rate schedule from Waste Management for the collection and disposal services of solid waste for the King County portion of the City of Pacific.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

City Attorney



November 12th, 2012

Mayor Cy Sun
City of Pacific
100 3rd Ave. S.E.
Pacific, Washington 98047

Re: 2012 King County Disposal Adjustment

Please find enclosed the 2013 rate schedule for solid waste and recycling services provided by Waste Management to the residents and businesses of the City of Pacific.

Effective January 1, 2013, Waste Management will implement the recently approved King County Disposal Increase. The County passed a 10.25% increase to disposal, which raised the fee from \$109.00/ton to \$120.17/ton. This adjustment is allowed for in section 7.3 item (d) of our franchise agreement. The addition of this disposal increase has revised the previously provided rates and should be considered to replace those.

Please review this schedule and let me know of any discrepancies, as Waste Management will adjust our billing system to reflect these changes in the later part of December 2012 for the effective date January 1, 2013.

Waste Management looks forward to providing quality waste and recycling services to the City of Pacific in the year ahead.

Sincerely,

A handwritten signature in black ink that reads 'Marc Davis'.

Marc Davis
District Manager
Waste Management, South Sound
(253) 804-6760

City of Pacific
Exhibit A - Service Rate Schedule

109.00 2012 Disposal
120.17 2013 Disposal
10.25% % Increase

New Rates Effective 9-1-12
Based on City Rates

Disposal Increase Eff 01/01/13
Based on City Rates

Residential Service	2012 City Billed Rates			2013 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
Solid Waste Service is 1x per week						
1 - 10 gal. Micro-Can	\$ 1.76	\$ 5.92	\$ 7.68	\$ 1.94	\$ 5.92	\$ 7.86
1 - 20 gal. Mini-Can	\$ 3.82	\$ 7.45	\$ 10.97	\$ 3.88	\$ 7.45	\$ 11.33
1 - 32 gal. Can	\$ 5.64	\$ 12.20	\$ 17.90	\$ 6.22	\$ 12.26	\$ 18.48
1 - 32 gal. Can with subscription recycle	\$ 5.64	\$ 10.82	\$ 16.46	\$ 6.22	\$ 10.82	\$ 17.04
2 - 32 gal. Cans	\$ 11.27	\$ 24.54	\$ 35.81	\$ 12.44	\$ 24.54	\$ 36.98
3 - 32 gal. Cans	\$ 16.91	\$ 36.80	\$ 53.71	\$ 18.67	\$ 36.80	\$ 55.47
4 - 32 gal. Cans	\$ 22.55	\$ 48.07	\$ 71.62	\$ 24.90	\$ 48.07	\$ 73.97
1 - 35 gal. Cart	\$ 6.17	\$ 14.34	\$ 20.51	\$ 6.81	\$ 14.34	\$ 21.15
1 - 64 gal. Cart	\$ 11.27	\$ 24.93	\$ 36.20	\$ 12.44	\$ 24.93	\$ 37.37
1 - 96 gal. Cart	\$ 16.91	\$ 31.02	\$ 47.93	\$ 18.67	\$ 31.02	\$ 49.69
Senior discount 1 - 10 gal. Micro-Can	\$ 1.76	\$ 6.15	\$ 6.91	\$ 1.94	\$ 6.15	\$ 7.07
Senior discount 1 - 20 gal. Mini-Can	\$ 3.82	\$ 6.35	\$ 9.87	\$ 3.88	\$ 6.32	\$ 10.20
Senior discount 1 - 32 gal. Can	\$ 5.64	\$ 10.47	\$ 16.11	\$ 6.22	\$ 10.41	\$ 16.63
Senior discount 1 - 32 gal. Can with subscription recycle	\$ 5.64	\$ 8.17	\$ 14.81	\$ 6.22	\$ 8.12	\$ 15.34
Senior discount 1 - 35 gal. Cart	\$ 6.17	\$ 12.29	\$ 18.46	\$ 6.81	\$ 12.23	\$ 19.04
Senior discount 1 - 64 gal. Cart	\$ 11.27	\$ 21.31	\$ 32.58	\$ 12.44	\$ 21.19	\$ 33.63
Senior discount 1 - 96 gal. Cart	\$ 16.91	\$ 26.23	\$ 43.14	\$ 18.67	\$ 26.05	\$ 44.72
Each additional can/extra (32 gallon equivalent)	\$ 1.30	\$ 11.50	\$ 12.80	\$ 1.43	\$ 11.50	\$ 12.93
Walk-in (25-50ft) additional		\$ 6.04	\$ 6.04		\$ 6.04	\$ 6.04
Residential Subscription Recycling Services						
64 gallon Cart Every-Other-Week		\$ 5.48	\$ 5.48		\$ 5.48	\$ 5.48
Senior discount 64 gallon Cart Every-Other-Week		\$ 4.93	\$ 4.93		\$ 4.93	\$ 4.93
Residential Subscription Yard Waste Service						
96 gallon Cart Every-Other-Week		\$ 9.66	\$ 9.66		\$ 9.66	\$ 9.66
Senior discount 96 gallon Cart Every-Other-Week		\$ 8.69	\$ 8.69		\$ 8.69	\$ 8.69
Extra yard waste per 32gal equivalent		\$ 3.42	\$ 3.42		\$ 3.42	\$ 3.42
Miscellaneous Services						
Return Trip		\$ 11.79	\$ 11.79		\$ 11.79	\$ 11.79
Oversize/Overweight container (per p/u)		\$ 11.79	\$ 11.79		\$ 11.79	\$ 11.79
Redelivery of carts/containers		\$ 17.89	\$ 17.89		\$ 17.89	\$ 17.89
On-Call Bulky Waste Collection						
White goods, except refrigerators	\$ 10.90	\$ 48.07	\$ 58.97	\$ 10.90	\$ 48.07	\$ 58.97
Refrigerators/Freezers	\$ 16.35	\$ 83.80	\$ 100.25	\$ 16.35	\$ 83.80	\$ 100.25
Sofas, chairs, furniture per piece	\$ 5.45	\$ 53.62	\$ 59.07	\$ 6.01	\$ 53.52	\$ 59.53
Mattresses/box springs	\$ 2.73	\$ 66.03	\$ 70.76	\$ 3.01	\$ 66.03	\$ 71.04

New Rates Effective 9-1-12
Based on City Rates

New Rates Effective 9-1-12
Based on City Rates

Commercial and Multifamily Service	2012 City Billed Rates			2013 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
Solid Waste Service is 1x per week						
1 - 32 gal. Can	\$ 5.64	\$ 12.87	\$ 18.31	\$ 6.22	\$ 12.87	\$ 18.89
1 - 35 gal. Cart	\$ 6.17	\$ 20.70	\$ 26.87	\$ 6.81	\$ 20.70	\$ 27.51
1 - 64 gal. Cart	\$ 11.27	\$ 30.16	\$ 41.43	\$ 12.44	\$ 30.16	\$ 42.60
1 - 96 gal. Cart	\$ 16.91	\$ 38.54	\$ 52.45	\$ 18.67	\$ 38.54	\$ 54.21
1 - 1 yard container	\$ 31.01	\$ 77.00	\$ 108.01	\$ 34.24	\$ 77.00	\$ 111.24
1 - 1.5 yard container	\$ 46.51	\$ 101.58	\$ 147.87	\$ 51.35	\$ 101.36	\$ 152.72
1 - 2 yard container	\$ 62.01	\$ 121.64	\$ 183.65	\$ 68.47	\$ 121.64	\$ 190.11
1 - 2 yard container 2xw	\$ 124.02	\$ 243.28	\$ 367.30	\$ 136.95	\$ 243.26	\$ 380.23
1 - 3 yard container	\$ 93.02	\$ 157.05	\$ 250.07	\$ 102.72	\$ 157.05	\$ 259.77
1 - 4 yard container	\$ 124.03	\$ 197.38	\$ 321.41	\$ 136.96	\$ 197.38	\$ 334.34
1 - 6 yard container	\$ 186.04	\$ 260.16	\$ 436.20	\$ 205.44	\$ 260.16	\$ 465.60
1 - 6 yard container 2xw	\$ 372.08	\$ 500.32	\$ 872.40	\$ 410.88	\$ 500.32	\$ 911.21
1 - 8 yard container 2xw	\$ 558.12	\$ 750.48	\$ 1,308.60	\$ 616.34	\$ 750.46	\$ 1,366.82
1 - 8 yard container 3xw	\$ 248.05	\$ 320.57	\$ 568.62	\$ 273.92	\$ 320.57	\$ 594.49
1 - 8 yard container	\$ 496.10	\$ 641.14	\$ 1,137.24	\$ 547.85	\$ 641.14	\$ 1,188.99
Extra garbage, per each 32-gal. Equivalent	\$ 1.30	\$ 8.94	\$ 10.24	\$ 1.43	\$ 8.94	\$ 10.37
Extra garbage, per yard	\$ 7.16	\$ 16.09	\$ 17.25	\$ 7.90	\$ 16.09	\$ 17.99

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8D</u>	Meeting Date:	<u>January 28, 2013</u>
Subject:	<u>Adoption of Resolution No. 2013-007,</u> <u>Authorizing the Mayor to Execute a</u> <u>Pre-Construction Loan Agreement with</u> <u>Washington State Public Works Board</u> <u>For the Stewart Rd/Thornton Avenue</u> <u>Improvement Project</u>	Prepared by:	<u>Betty Garrison, CPFA</u> <u>Finance Director</u>

Summary: The City has been awarded a Pre-Construction Loan from the Public Works Board for the Stewart Rd/Thornton Ave Improvement Project.

The loan is for \$300,000.00 the terms are 1% interest over a 5 year period. Payments will be annual start on June 1st. This loan will reimburse eligible expenses starting April 23, 2012. There is a 24 month period to fully utilize these funds.

Recommendation: Adopt the Resolution authorizing the Mayor to enter into this Loan Agreement with the Public Works Board.

Motion for consideration: I move to adopt the Resolution No. 2013-007, authorizing the Mayor to execute a Pre-Construction Loan Agreement No. 13-002, with Washington State Public Works Board for the Stewart Road/Thornton Avenue Improvement Project, attached and incorporated herein as Exhibit A.

Budget: None

Attachments: Resolution No. 2013-007
Pre-Construction Loan Agreement No. 13-002

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AND SIGN A PRE-CONSTRUCTION LOAN AGREEMENT WITH WASHINGTON STATE PUBLIC WORKS BOARD FOR THE STEWART RD/THORNTON AVE IMPROVEMENT PROJECT

WHEREAS, the City of Pacific is working on a project to improve Stewart Road;
and

WHEREAS, the Washington State Public Works Board has granted a Pre-Construction Loan to cover expense preparing for the construction project, such as right-of-way negotiations and acquisition; and

WHEREAS, this is a General Obligation Loan, payable over a five year period at 1% interest,

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

Section 1. The City Council authorizes the Mayor to execute a Pre-Construction Loan Agreement No. 13-002, with Washington State Public Works Board for the Stewart Road/Thornton Avenue Improvement Project, attached and incorporated herein as Exhibit A.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

City Attorney

FILED WITH THE CITY CLERK: 1.16.13
PASSED BY THE CITY COUNCIL: 1.28.13
EFFECTIVE DATE: 1.28.13
RESOLUTION NO. 2013-007



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

January 7, 2013

Betty Garrison
City of Pacific
100 3rd Ave SE
Treasurer
Pacific, WA 98047

RE: Loan Contract Number: PR13-951-087

Dear Ms. Betty Garrison:

Enclosed are two originals of your Pre-Construction Loan Contract. This Contract details the terms and conditions that will govern the agreement between us. Please review the terms and conditions of the Contract carefully. We recommend consulting with your legal advisor before accepting this loan offer.

When you have obtained the appropriate original signatures (do not use signature stamps), return both original contracts and all the attachments to the Public Works Board office within 60 calendar days of the date of this letter. Failure to return the contracts within this timeline may result in the loan offer being withdrawn.

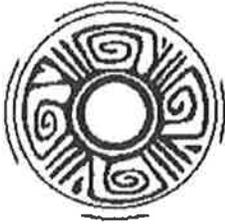
After the Contracts have been signed by the Board, one fully executed original along with instructions for drawing funds will be mailed to you. We encourage you to store these and all pertinent documents associated with this project and loan offer in a file that is readily accessible to auditors for their periodic review.

We look forward to working with you over the course of your successful public works project. If you have any questions about this Contract, please contact me at the below listed address.

Sincerely,

Jeff Hinckle
PWB Staff
(360) 725-3060
jeff.hinckle@commerce.wa.gov

Enclosures:
ATTACHMENT I: ATTORNEY'S CERTIFICATION
Form EZ1



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Pre-Construction Loan Agreement between:

City of Pacific

and

Public Works Board

For:

Project Name: **Stewart Rd/Thornton Ave Improvements**

Loan Number: **PR13-951-087**

Loan Type: **PreConstruction**

Execution/Start Date: _____ **Contract Execution Date** _____
(to be filled by the Public Works Board)

DECLARATIONS

CLIENT INFORMATION

Legal Name: **City of Pacific**
Loan Number: **PR13-951-087**
Federal Tax Identification Number: **916001483**
State Wide Vendor Number: **0017017**

PROJECT INFORMATION

Project Title: **Stewart Rd/Thornton Ave Improvements**
Project City: **Pacific**
Project State: **Washington**
Project Zip Code: **98047**

LOAN INFORMATION

Loan Amount: **\$300,000.00**
Total Estimated Cost: **\$427,869.00**
Total Estimated Funding: **\$427,869.00**
Loan Term: **5 years***
Interest Rate: **1%**
Payment Month: **June 1st**
Loan Reimbursement Start Date: **April 23, 2012**
Time of Performance: **24 months from Execution Date of this Contract to Project Completion.**

*May be extended to 20 years if construction funding is secured by June 1, 2014.
Our contracts are billed only once each year. Our contract Loan Term years have their beginning in the above PAYMENT MONTH, in the year the contract is executed. The term is concluded on the PAYMENT MONTH, of the final year of the term. We cannot extend the term of a contract beyond the above declared LOAN TERM from that date (without a separate amendment). Therefore, any Contracts that are executed substantially before or after the PAYMENT MONTH (in the executing year) will have an actual term of somewhat less than the full LOAN TERM specified.

All sections of the contract that reference a specific term year are to be understood as representative of a maximum possible term period, as dictated by our annual billing cycle.

SPECIAL CONDITIONS GOVERNING THIS LOAN AGREEMENT

None.

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

The loan will be secured by a general obligation of the Contractor.

DECLARATION (continued)

Loan Number:

PR13-951-087

Project Title:

Stewart Rd/Thornton Ave Improvements

Scope of Work:

Activities to be funded by this loan include appraisal, review and negotiation services, and the cost of right-of-way to assist the Stewart Road project prepare for construction in 2013.

Costs may include, but are not limited to, engineering, purchase of right-of-way, cultural and historical resources review, environmental review, permits, public involvement and bid documents that allow the City to meet local, state, and federal standards.

CONTRACT FACE SHEET

Contract Number: PR13-951-087

Washington State Department of Commerce

**PUBLIC WORKS BOARD
CONSTRUCTION LOAN CONTRACT**

1. Contractor City of Pacific 100 3rd Ave SE Pacific, WA 98047		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative	
5. Contract Amount \$300,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2017
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 916001483	11. SWV # 0017017	12. UBI #	13. DUNS #
14. Contract Purpose Fund a project of a local government for preconstruction activities for streets and roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, and solid waste facilities, including recycling facilities.			
The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ John LaRocque, Executive Director	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		This 3rd Day of December, 2012 _____ Rob McKenna Attorney General	
		_____ <i>Signature on file</i> Kathryn Wyatt Assistant Attorney General	

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

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**PUBLIC WORKS BOARD
PRE-CONSTRUCTION LOAN PROGRAM**

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Pre-construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Pre-construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a Public Works Trust Fund pre-construction loan for an approved public works project.

1.3 Purpose

The Board and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.16 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.12.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Eligible Project Costs

Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Program loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.10 Historical and Cultural Resources

The Contractor acknowledges that the project funded by this Contract is subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor agrees that, in no case shall construction activities, ground disturbance, or excavation of any sort, begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), Cultural Resources Program Manager at Washington State Department of Health, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared **SCOPE OF WORK**. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

1.11 Performance Incentives

[Section deleted. Title retained to preserve document formatting]

1.12 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.13 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

1.14 Rate and Term of Loan

The Board shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

1.15 Recapture

The right of recapture shall exist for a period not to exceed six (6) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

These terms supersede the terms in Section 2.31. Recapture.

1.16 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and the Project Status Report, the Board shall promptly remit a warrant to the Contractor.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Contracts Administration Unit
Department of Commerce
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Trust Fund monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.17 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.18 Reports

The Contractor shall furnish the Board with:

- A. Project Status Reports with each Invoice Voucher,
- B. Project Reports at the end of each fiscal year,
- C. Certified Project Completion Report at project completion (as described in Section 1.12), and
- D. Other reports as the Board may require.

1.19 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to

terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

1.20 Termination for Convenience

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.21 Time of Performance

No later than 24 months after the date of contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.22 Special Conditions

If **SPECIAL CONDITIONS** are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.23 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as **LOAN SECURITY**.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract 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.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990. PUBLIC LAW 101-336. ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.9 AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board's requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- Agency contract number
- Contract award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board .

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide THE BOARD with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.18 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and

Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 **LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to: Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW.
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

2.23 **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24 **LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 **LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE / SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- D. Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.43 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board

ATTACHMENT I: ATTORNEY'S CERTIFICATION

**PUBLIC WORKS BOARD
PRE-CONSTRUCTION LOAN PROGRAM**

**City of Pacific
PR13-951-087**

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Public Works Trust Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name

Address

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8E</u>	Meeting Date:	<u>January 28, 2013</u>
Subject:	<u>Adoption of Resolution No. 2013-008,</u>	Prepared by:	<u>Betty J. Garrison, CPFA</u> <u>Finance Director</u>
	<u>Amending the Master Fee Schedule</u>		
	<u>And Repealing Resolution Nos. 942,</u> <u>974, 989, 1001, and 1097</u>		

Summary: Request to add two new fees to the City's Fee Schedule as follows:

Notary Fee	\$ 10
Lien Fees	\$173

Recommendation: Move forward for Council adoption at the meeting on January 28, 2013. If approved, a resolution will be prepared for adoption.

Motion for consideration: I move to adopt Resolution No. 2013-008, Amending the Master Fee Schedule and Repealing Resolution Nos. 942, 974, 989, 1001, and 1097.

Budget: Additional revenue for services provided

Attachments: None

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AMENDING THE MASTER FEE SCHEDULE AND REPEALING RESOLUTION NOS. 942, 974, 989, 1001, AND 1097

WHEREAS, the City Council adopted Resolution No. 1097, amending the Master Fee Schedule for various City services; and

WHEREAS, when Resolution No. 1097 was adopted, it failed to repeal subsequent Resolutions pertaining to the City's master fee schedule; and

WHEREAS, City staff periodically reviews the master fee schedule and it has been discovered that additional items need to be added to the schedule; and

WHEREAS, Pacific Municipal Court is allowed to recoup the cost of Notary Services for non-City Business in the amount of \$10; and Lien Recording/Release fees in the amount of \$173, in accordance with RCW 3.02.045(5).

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

Section 1. That Resolution Nos. 942, 974, 989, 1001, and 1097 are hereby repealed in their entirety.

Section 2. The City Council hereby amends the Master Fee Schedule as follows:

- | | |
|---|----------|
| 1. Administration | |
| B.2 Notary Services for Non-City Business | \$ 10.00 |
| B.3 Lien Recording/Release Fee | \$173.00 |

Section 3: This amended Master Fee Schedule replaces all previous versions.

Section 4: This Resolution shall take effect and be in force immediately upon its passage.

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THIS 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

City Attorney

RESOLUTION NO. 2013-008

EXHIBIT A

CITY OF PACIFIC FEE SCHEDULE

Jan-13

I. ADMINISTRATION

A. Copying Public Records (no charge to elected officials)

1	Per Page Copy Charge	\$0.15
2	Color Copy Charge Per Page	\$0.25
3	Double Sided Copies Per Side	\$0.15
4	Certification of One Document	\$1.50
5	Per Tape / CD Copy of Meeting Minutes	\$11.50
6	Postage	actual rate
7	Mailing Container/Envelope	actual cost
8	Mileage	IRS rate
9	Scanned Documents for Public Records Requests to be emailed - per page	\$0.15
10	Police Case Reports Requested by Victims	\$0.00
11	Case Reports Requested by Non-Victims	\$10.00
12	Fingerprinting Cards, Up to 2 Each Additional Card	\$20.00 \$5.00
13	Collision Report	\$7.00
14	DVD Copy of In Car Police Services	\$11.50
15	Off Duty Rate for Police Services	\$62.00
16	Credit Card Transaction Fee - Pacific Court	\$3.50

B. Miscellaneous Services

1	Notary Services for non-City business	\$10.00
2	Faxing	\$3.00
3	Lien Recording/Release Fee	\$173.00

C. Dishonored Checks \$35.00

D. Civil Service Test \$25.00

E. Emergency Medical Reports \$0.00
\$5.00
\$15.00

F. Landlord/Tenant Duplicate Utility Account Mailings \$3.00 a month

G. Maps and Official Documents

1	Comprehensive Plan	\$35.00
2	Public Works Development Guidelines	\$35.00
3	Sanitary Sewer Comprehensive Plan	\$35.00
4	Water Comprehensive Plan	\$35.00
5	Stormwater Comprehensive Plan	\$35.00
6	Zoning Code (Title 20)	\$35.00
7	Maps (11" X 17" or smaller)	\$3.00
8	Blueprint/Plotter Copies or Prints	\$2.00 / sq ft
9	Compact Disc Documents	\$20.00
10	Other, Misc., copies per page	\$.15/.25

H. Business Licenses

1	Businesses Located Inside City Limits	
	<u>Classification</u>	Annual Fee
	Home Occupation	\$50.00
	1 - 5 Employees	\$50.00

6 - 12 Employees	\$75.00
13-25 Employees	\$95.00
26-50 Employees	\$105.00
50+ Employees	\$150.00

2	Short Term Employment within City	\$75.00
3	Transient Merchants, Peddlers License	\$75.00
4	Amusement Devices	\$120.00
5	Games of Chance License	\$75.00
6	Outdoor Musical Entertainment	\$200.00
7	Businesses Located Outside City Limits	\$50.00

(Fees for New Business Licenses Issued During the Fourth Quarter will be 50% of Applicable Annual Fee)

I. Alarm Fees

1	Registration Fee (One Time Only)	\$25.00
2	Late Registration Fee	\$30.00
3	Appeal Hearing Fee	Actual cost plus 15% Administrative Fee
4	Late False Alarm Penalty	10% for every 30 days
5	Non-Registered Alarms	\$50.00
6	False Alarm Fees	
	a. First & Second Response	\$0.00
	b. Third & Fourth Response	\$100.00 each
	c. Fifth & Subsequent Responses	\$200.00 each

II. COMMUNITY CENTER, EASTROOM, GYM & PARK RENTAL

		IN CITY	OUT OF CITY	
		Pacific/Algona		
A.	Deposit (Damage & Key)	\$250.00	\$250.00	
B.	Community Center (2 hour minimum)			
	1 Residents (Algona/Pacific)	\$20.00	\$25.00	per hour
	2 Non-Profit (Designation Letter Required)	\$20.00	\$20.00	per hour
C.	Eastroom (2 hour minimum)			
	1 Residents	\$22.50	\$30.00	per hour
	2 Use of Kitchen	\$25.00	\$30.00	per hour
	3 Non-Profit (Designation Letter Required)	\$22.50	\$22.50	per hour
	No cooking allowed. Warming only. Microwave, oven, outlets for small appliances.			
D.	Gymnasium/Eastroom Combination (2 hour minimum)			
	1 Residents	\$45.00	\$50.00	per hour
	2 Use of Kitchen (Warming)	\$25.00	\$30.00	per hour
	3 Non-Profit (Designation Letter Required)	\$40.00	\$40.00	per hour
E.	Gymnasium (2 hour minimum)			
	1 Residents	\$25.00	\$30.00	per hour
	2 Non-Profit (Designation Letter Required)	\$25.00	\$25.00	per hour
	Reservations require full payment for all hours renters will occupy building in addition to Damage/Key Deposit			
F.	Computer Lab	\$20.00	\$30.00	per hour
G.	Commercial Kitchen (2 hour minimum)			
	1 Residents	\$40.00	\$60.00	per hour
	2 Non-Profit (Designation Letter Required)	\$25.00	\$25.00	per hour
H.	Rec Center Full Facility (4 hour minimum)	\$200.00	\$300.00	per hour
	Facility Monitor	****(if required)	\$12.00	\$12.00 per hour
I.	Park Rentals			

1	City Park Full Day = 10 a.m. - 8:30 p.m; 1/2 day = 10 a.m. - 3 p.m. or 3:30 p.m. - 8:30 p.m.				
	Fees (all Park fees are non-refundable)		In City Resident	Out of City Resident	
	a. Stage per day		\$35.00	\$50.00	
	b. Stage per 1/2 day		\$25.00	\$35.00	
	c. Group Picnic Site per day		\$45.00	\$60.00	
	d. Group Picnic Site per half day		\$30.00	\$35.00	
	e. Rescheduling Fee		\$15.00	\$20.00	
	f. Baseball field/hour		\$15.00	\$25.00	
	g. Cabana		\$60.00	\$80.00	
	h. Cabana per half day		\$35.00	\$45.00	
	i. Basketball Court/hour		\$15.00	\$25.00	
2	All Major Park Facilities*		\$350.00	\$500.00	Per day
3	Centennial Park				
	a. Baseball field/hour		\$15.00	\$25.00	
	b. All Park Facilities*	\$15.00	\$200.00	\$300.00	Per day
4	Rhubarb Park				
	a. Basketball Court/hour		\$15.00	\$25.00	
	b. All Park Facilities*	\$15.00	\$200.00	\$300.00	Per day
	*Public access granted to restrooms and non-reserved areas.				
	* Deposit Against Clean-up/Damage Fees (if Required)				\$250.00
	All clean-up fees will be billed at the rate of \$50 per hour.				

III. VEHICLES AND TRAFFIC

A. Overload Permit

Pounds above Legal

	<u>Per Day</u>	<u>30 Day</u>	<u>1-Year</u>
1 - 11,999	\$25.00	\$50.00	\$100
12,000 - 23,999	\$35.00	\$75.00	\$150
24,000 - 35,999	\$50.00	\$100.00	\$200
36,000 - 79,999	\$75.00	\$150.00	\$250
80,000 or more	\$100.00	\$200.00	\$400

B. Overload Permit Administration Fee

\$50.00

IV. STREETS AND SIDEWALKS

A. Right-of-Way Use Permit

1	Application/Permit Fee	\$350.00
2	One Year Street Obstruction Bond	\$10,000.00
3	Residential	\$75.00

B. Street and Alley Vacations

1	Non - Refundable Administration and Application Fee	\$500.00
2	Deposit for Professional Services	\$1,500.00
3	Appraised Value of property immediately adjacent to vacated property at time of said vacation.	

V. WATER AND SEWER CONNECTION FEES

A. Sewer Facility Charge

User Category

	<u>New Connection Charge</u>
1 In City Limits	\$2,000.00
2 Outside City Limits	\$3,000.00

The number of ERUs for purposes of calculating a new connection charge for non residential accounts pursuant to this section shall be based on the King County Non-Residential Sewer Use Certification worksheet, as it currently exists or as amended in the future.

B. Sewer Installation Inspection

\$150.00

C. Design, Installation and Repair of Disposal Systems

1	Permits	
	a. Single-Family Residence	\$50.00
	b. For Each Permit	\$50.00

D. Water Meter Installation (with Transmitter)

1	Installation (meter drop only)	
	Meter Size	
	5/8" to 3/4"	\$400.00
	1"	\$450.00
	1 1/2 "	\$650.00
	2"	\$850.00
	full meter installation (tap, setter, meter)	Time and Materials
2	Capital Improvement Charge*	
	a. In City Limits	\$5,000.00
	b. Outside City Limits	\$6,000.00
	*see PMC Ordinance 1523 for commercial equivalents	

E. Unauthorized Connections

1	Unauthorized Meter Turn-on	\$100.00
2	Unauthorized Meter Tampering	\$100.00

F. Delinquent Premises

1	Shutoff Service Order (for Meter turn off)	\$20.00	During Regular Business Hours
		\$100.00	After Regular Business Hours
2	Re-instatement Service Order (for Meter turn on)	\$20.00	During Regular Business Hours
		\$100.00	After Regular Business Hours
3	Customer Requested Shutoff/Turn-on (Repairs)	No Charge	During Regular Business Hours

These charges are due when service order issued to Public Works Crew.

G. Account setup fee \$10.00

H. Fire Hydrant Use Permit

1	Meter deposit (refundable)	\$900.00
2	Rental charge	\$25.00 per week (min. 2 week rental)
3	Consumption charge	Commercial water rates (\$5 minimum usage charge)

VI. BUILDING, GRADE AND FILL, SIGN, AND RELATED PERMITS

A. Building Permit Fee

1	Plan Review	65% of permit fee*
	*As established in the most current City adopted version of the International Building Code (IBC)	
2	Building Permit	Fees as set by IBC
	As established in the most current City adopted version of the International Building Code IBC	
3	Fees for Working without Permit	Double permit fee \$100 Minimum
4	Consultant Review/Deposit	\$75.00 per hour

B. Demolition /Relocation

1	Relocation on same property	\$200.00 plus 15% admin fee
2	Relocation to another property	\$500.00 plus 15% admin fee
3	Demolition Permit	\$150.00 plus 15% admin fee

C. Fill and Grade Permit

Fees as set by IBC PLUS Time & Administration charges identified in Section VIII (A and B)

As established in the most current City adopted version of the International Building Code

- D. Plumbing Permit Per UPC
 As established in the most current City adopted version of the Uniform Plumbing Code
- E. Mechanical Permit Per IMC
 As established in the most current City adopted version of the International Mechanical Code(IMC)

- F. Other Inspections
- | | | |
|---|--|-------------|
| 1 | Outside of normal business hours | \$250.00 ** |
| 2 | Re-inspection | \$100.00 |
| 3 | Inspections for which no fee is specifically indicated | \$75.00 |

**Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include: supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

- G. Sign Application Fee \$125.00 Plus 15% Administrative Fee
- H. V.R.F.A. Review/Inspection Fees As adopted by VRFA Board
- I. Bldg. Permit Fee - Fire Sprinkler System \$150.00 Plus 15% Administrative Fee
- J. Bldg. Permit Fee - Exhaust Hoods \$50.00 Plus 15% Administrative Fee

VII MANUFACTURED HOMES

- A. Permits
- | | | |
|---|---------------------------------------|--|
| 1 | Application to place home on property | Fee based upon the value of structure per schedule established by IBC) PLUS 15% Administrative Fee |
| 2 | Staff site review | \$60.00 |
- B. Temporary Office Trailer Permit Fee (New/Renewal) \$ 200.00 Plus 15% Administrative Fee

VIII. PLANNING AND EN PLANNING AND ENGINEERING FEES

- A. Hourly Planning fee
- | | | |
|--|------------|---|
| | City staff | \$60.00 Plus 15% administration fee |
| | Consultant | Actual cost plus 15% administration fee |
- B. Hourly Engineering / Inspection Fee
- | | | |
|--|------------|---|
| | City staff | \$60.00 Plus 15% administration fee |
| | Consultant | Actual cost plus 15% administration fee |
- C. Site Posting - Proposed Land Action \$150.00 Per posting (1st Sign)
\$50.00 Per additional sign
- D. Site Posting - Wetland Buffer Boundary Sign \$15.00
- E. Publication Actual cost plus 15% administration fee
 minimum \$100
- F. Hearing Examiner Actual cost plus 15% administration fee
- G. Legal Cost Actual cost plus 15% administration fee
- H. Pre-application Meeting \$ 500.00
- I. Boundary Line Adjustment \$ 750.00 Plus Time and Materials
- J. Preliminary Short Plat \$ 750.00 Plus Time and Materials
- K. Final Short Plat \$ 500.00 Plus Time and Materials
- L. Preliminary Plat \$ 1,000.00 Plus Time and Materials
- M. Preliminary Plat (Revision) \$ 500.00 Plus Time and Materials
- N. Final Plat \$ 500.00 Plus Time and Materials
- O. Site Development Permit (SEPA Related) \$ 1,000.00 Plus Time and Materials
- P. Site Development Permit (Non-SEPA) \$ 500.00 Plus Time and Materials
- Q. Variance (all except individual single-family residence) \$ 1,000.00 Plus Time and Materials

R.	Variance (individual single-family residence only)	\$	350.00	Plus Time and Materials
S.	Conditional Use Permit	\$	750.00	Plus Time and Materials
T.	Conditional Use Permit Modification	\$	300.00	Plus Time and Materials
U.	Rezone	\$	600.00	Plus Time and Materials
V.	Planned Unit Development or Revision	\$	1,000.00	Plus Time and Materials
W.	SEPA Fees (Threshold Determination; DNS MDNS, DS)	\$	400.00	Plus Time and Materials
X.	Environmental Impact Statement (EIS) PLUS Actual Cost of Consultant Prep. plus 15% admin charge	\$	500.00	Plus Time and Materials
Y.	Shoreline Substantial Development/ Exemption	\$	300.00	Plus Time and Materials
Z.	Appeal of Decision (Director and/or Building Official)	\$	1,000.00	Plus Time and Materials
AA	Comprehensive Plan Amendment	\$	1,000.00	Plus Time and Materials
BB	Professional Services Refundable Deposit	\$	2,000.00	
CC	ADU Fee			Same as Site Development Permit Fee

IX FIRE DEPARTMENT PERMIT AND FEES

THESE SERVICES ARE PROVIDED BY THE VALLEY REGIONAL FIRE AUTHORITY WHICH SERVES THE CITY OF PACIFIC.

X ANIMAL LICENSING & CONTROL FEES

A.	Juvenile dogs – eight weeks through six months	No Fee
B.	Adult dogs – seven months or older:	
	Altered	\$30.00
	Unaltered	\$90.00
C.	Juvenile cats – eight weeks through six months	No Fee
D.	Adult cats – seven months or older:	
	Altered	\$30.00
	Unaltered	\$90.00
E.	Life Time Pet License for Altered Pets of Seniors 65+ . One time fee, if previously paid to King County, no charge	
(a)	Dogs:	
	Altered	\$20.00
(b)	Cats:	
	Altered	\$15.00
F.	Exotic animal – Owner’s license	\$100.00
G.	Impound fees:	
	Livestock	\$100.00
H.	Re-inspection Fee	\$75.00
I.	Replacement tag fee	\$5.00
J.	Permit for potentially dangerous dog	\$250.00
K.	Annual renewal of permit for potentially dangerous dog	\$75.00

L.	Permit for dangerous dog	\$500.00
M.	Annual renewal of permit for dangerous dog	\$100.00
N.	Animal Shelter Fees.	
	These fees shall be set annually by the animal control operations board and shall be based on comparables as well as actual costs associated with professional services. The animal control operations board shall provide each participating city with a copy of these fees. The “animal control operations board” means the operations board of the governing entity of the animal control authority, as established by the interlocal agreement.	

A. Adoption Fees. Adoption fee shall include an animal license, spaying/neutering of the animal and a microchip		
B. Spay/Neuter Deposit. Fee charged to a new owner if the animal is too young to be altered. The deposit is refunded upon providing proof of alteration within 120 days of adoption.		
		\$50.00
C. Owner Drop Off Fee. Fee charged to an owner who surrenders their animal to animal control for adoption.		
		\$35.00
D. Owner Euthanasia Fee. Fee charged to an owner who surrenders their animal to animal control for euthanization.		
		\$35.00
E. Boarding Fee: Fee charged to an owner per day for costs associated with boarding an animal that has been impounded or taken into protective custody.		
		\$10.00
F. Impound Fees		
Dogs/cats/small animals		
		\$35.00
Second impound within any 12-month period		
		\$75.00
Third or more impound within any 12-month period		
		\$100.00
O Checks – Any person who issues a check for which funds are insufficient (NSF) will be assessed a fee of \$40.00. In addition, any license(s) or penalties paid with such checks will be invalid. Additional costs incurred by the city in collecting NSF checks shall be considered a cost of abatement and will be the personal obligation of the animal owner and will be subject to civil litigation.		
P.	License Late Fee	
	31-60 days	\$20.00
	61+ days	\$30.00
Q.	Appeal Fee for Director's Appeal	\$25.00
R.	Appeal Fee for Hearing Examiner's Appeal	\$250.00
S.	Service Animals and Guide Dogs	No Fee
T.	Kennel License Fee	\$75.00

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8F</u>	Meeting Date:	<u>January 28, 2013</u>
	<u>Adoption of Resolution No. 2013-009,</u>		
Subject:	<u>Authorizing the Purchase of Email</u>	Prepared by:	<u>Patti Kirkpatrick, MMC</u>
	<u>Archival Software</u>		<u>City Clerk</u>

Summary: The City Clerk's office has received several large volume public record requests for emails and anticipates this trend continuing in 2013. This is a time consuming task for not only City staff to review employee emails to comply with the requests, but that of the Auburn IT department who has to retrieve and upload the emails to the City Clerk for search/review and compliance determination. Purchasing email archival software will allow staff to search and retrieve responsive electronic records in a timely and efficient manner. Auburn's IT department recommended the Barracuda 150 Message Archive software, which is a similar module that their Legal Department, City Clerk, and Police Department use to comply with electronic record requests. This system is web-based and will ensure all emails are being maintained for the purpose of responding to public records requests and complying with the State's records retention schedules.

The Finance Committee reviewed the quote to purchase Barracuda Message Archive software, which includes: server, tape backup, one year of support and maintenance, with annual maintenance costs of \$800 annually after the first year. The initial cost to purchase this software is \$2,886.20. Additionally, Auburn IT has indicated they will order and install the software, and there should be no down time or interruption to City staff during this process.

Recommendation: Staff recommends adoption of the Resolution authorizing purchase of the email archival software.

Motion for consideration: I move to adopt Resolution No. 2013-009, authorizing the purchase of Barracuda Message Archiver 150 software through the City of Auburn's Information Technology Department in the amount of \$2,886.20.

Budget: This was not a budgeted expense for 2013. However, there is \$7,500 available in the Technology Equipment/Software Fund

Attachments: Resolution No. 2013-009
Software Quote

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE PURCHASE OF EMAIL ARCHIVAL SOFTWARE

WHEREAS, the City Council recognizes the need to preserve emails of all public officials and employees of the City of Pacific in order to be in compliance with the State's record retention requirements; and

WHEREAS, City staff receives multiple public record requests for emails of various elected officials and employees and an email archival software program will assist staff in being able to search and retrieve responsive electronic records in a timely and efficient manner,

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

Section 1. The City Council authorizes the purchase of Barracuda Message Archiver 150 software through the City of Auburn's Information Technology Department in the amount of \$2,886.20.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

Kenyon Luce, City Attorney

EXTEND NETWORKS, INC
 600 108th Ave NE, Suite 1020
 Bellevue, WA 98004
 Ph (425) 372-7500 Fx (425) 484-2021
 www.extendnetworks.com

Quote

Date	Quote #
1/14/2013	TDBARR8668

Bill To
City of Pacific

Ship To

Purchase Order	Terms	Rep	Quote Valid	Project	OID	Ship
	TBD	TD	1/14/2013		8541	

Item	Description	Qty	Unit Price	Total
BMA150A	Barracuda Message Archiver 150	1	1,753.92	1,753.92
BMA150A-E1	Barracuda Message Archiver 150, 1yr Energize updates	1	470.56	470.56
BMA150A-H1	Barracuda Message Archiver 150, 1 year Instant replacement	1	423.41	423.41
Subtotal				\$2,647.89
Sales Tax (9.0%)				\$238.31
Total				\$2,886.20

To place your order, fax a signed copy of this form to your Extend Networks Regional Sales Manager to the above fax number. Then, return the original form(s) with your hard copy signed purchase order, to the above Extend Networks Corporate Office - Attention: Accounting Department. Products are licensed for use at the customer's installation address only unless otherwise specified. Product licenses are not transferable. Products defined as "used" are sold "as is" and do not fall under the normal terms of exchange. Extend Network's standard terms & conditions apply in full.

Authorized By: _____
 signature authorizes execution of order

Date: _____

Phone # (425) 372-7500 Fax # (425) 484-2021 trina@extendnetworks.com www.extendnetworks.com

This quote may not include any state or local taxes (if applicable), and/or shipping. Payment of all applicable taxes, shipping charges, related to the delivery of the products and services included in this quote are the responsibility of the Customer. When your company issues a Purchase Order for the products and services included in this quote, your Purchase Order must reference the Quote number shown on this form and/or explicitly state your organizations intention to pay all applicable taxes and shipping charges.

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8G</u>	Meeting Date:	<u>January 28, 2013</u>
Subject:	<u>Adoption of Resolution No. 2013-10, Authorizing the Purchase PS Alley Set Up for City Telephone System</u>	Prepared by:	<u>Betty J. Garrison, CPFA Finance Director</u>

Summary: The City Telephone System is a "T1" System and the hardware for the system is located at the Police Station, 133 3rd Avenue.

Lt. Massey brought it to my attention that IF there is a 911 call from City Hall, the Gym or the Senior Center, Dispatch will be provided the Police Address from the phone company. There is a potential risk associated with emergency response being directed to the Police Station rather than the location of the call. Staff contacted the phone company to find a solution to the issue and was guided to purchase PS Alley at a one-time cost of \$270.00. Staff will then be directed to map out all the extensions and addresses so that it can be uploaded for access by 911 services.

This was discussed at the Finance Committee Meeting. Staff will proceed with this project unless there is an objection from Council.

Recommendation: Finance Committee indicated that this would not require Council action, however it was moved forward to this Council meeting when brought up for informational purposes at the Work Shop. Therefore, Staff is recommending and requesting a motion to authorize the purchase.

Motion for consideration: I move to adopt Resolution No. 2013-0101, authorizing the purchase and set up of PS Alley System so that the 911 system will be able to recognize all the different locations of the phones in the City Service Complexes. (Police Station, City Hall, Senior Center, Shop, Community Center)

Budget: \$270.00 plus Staff time to complete reports. This will fall within appropriated funding limits for technology improvements and supplies.

Attachments: None

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE PURCHASE OF PS ALLEY SET UP FOR CITY TELEPHONE SYSTEM

WHEREAS, the City Council finds it in their best interest to ensure officers dispatched in response to a 911 call from the City Hall complex will know which office to respond to; and

WHEREAS, the City's telephone system hardware is located at the Police Station, 133 3rd Avenue; and

WHEREAS, CenturyLink, formerly Quest, has provided a solution in the purchase of PS Alley at a one-time cost of \$270; and

WHEREAS, City staff will work with CenturyLink to map out all phone extensions and address that will then be uploaded into the 911 dispatch database,

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

Section 1. The City Council hereby authorizes the one-time purchase of PS Alley System, which will allow the 911 dispatch database to recognize all City Hall Complex phone locations, in an amount not to exceed \$270.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

Kenyon Luce, City Attorney

FILED WITH THE CITY CLERK: 1.16.13
PASSED BY THE CITY COUNCIL: 1.28.13
EFFECTIVE DATE: 1.28.13
RESOLUTION NO. 2013-010

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8H</u>	Meeting Date:	<u>January 28, 2013</u>
Subject:	<u>Adoption of Resolution No. 2013-011, Authorizing the Purchase of Three- Year Telephone Services Agreement</u>	Prepared by:	<u>Betty J. Garrison, CPFA Finance Director</u>

Summary: The Service Contract for the City's Telephone System lapsed prior to April 2012. The power source for the analog lines went out the first of the year. The cost for the parts and repairs is estimated at somewhere around \$1,200.00. Without the repair the City's fax machines and credit/debit card machines would not operate. The repair was done; the bill has not been received yet.

Staff contacted the service provider to obtain a bid for a service contract. See attached. Staff was questioned regarding any service issues with the current system to validate obtaining the three-year agreement and saving \$483.30.

Recommendation: move this to authorize purchase of three year agreement. They did not provide a written agreement requiring signature so this will be treated as a regular purchase. Due to the amount Staff is requesting Council authorization.

Motion for consideration: I move to adopt Resolution No. 2013-011, authorizing the purchase of three-year Telephone Services Agreement No. 13-003 with CenturyLink, in an amount not to exceed \$4,349.70.

Budget:

Three year service agreement	\$4,349.70
Two year service agreement	\$3,060.90
One year service agreement	\$1,611.00

Attachments: Quote for Service Agreement

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CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2013-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE PURCHASE OF THREE-YEAR TELEPHONE SERVICES AGREEMENT

WHEREAS, the City Council finds it in their best interest to secure the best rate possible for telephone services; and

WHEREAS, Staff worked with CenturyLink, formerly Quest, to provide three options for telephone services; and

WHEREAS, at its January 22, 2013, Workshop, the Council determined the three-year service option to have the best value,

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

Section 1. The City Council hereby authorizes the purchase of three-year Telephone Services Agreement No. 13-003, with CenturyLink in an amount not to exceed \$4,349.70.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 28TH DAY OF JANUARY 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to Form

Kenyon Luce, City Attorney



CUSTOMER : CITY OF PACIFIC
 BILL TO NAME : CITY OF PACIFIC
 BILL TO ADDRESS : 100 3RD AVE SE, PACIFIC, WA, 98047-1349
 QUOTATION NUMBER : QJA19196-WA0114
 QUOTATION VALID THROUGH : 03-FEB-2013
 CONTRACT SERVICE START DATE : TBD
 CONTRACT SERVICE END DATE : 1 YEAR CONTRACT
 NET AMOUNT OF CONTRACT : \$1,611.00
 CURRENCY VALUE EXPRESSED IN : USD

INSTALL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SUPPORT	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT	BILLING FREQUENCY
CITY OF PACIFIC, 133 3RD AVE SE, PACIFIC, WA, 98047-1336	BCM	BUSINESS COMMUNICATION MANAGER.400	1	CENTURYLINK	STANDARD 8X5XNBD	1 YEAR CONTRACT		\$1,037.00	ANNUAL
	NTPW0130	BCM EXPANSION UNIT	1	CENTURYLINK	STANDARD 8X5XNBD			\$346.00	ANNUAL
	NT5616AAAJE5	BCM GAS/M8 MBM	2	CENTURYLINK	STANDARD 8X5XNBD			\$228.00	ANNUAL

TOTAL SUMMARY

PLEASE CIRCLE ONE:

TOTAL ONE YEAR PRICE: \$1,611.00
 TWO YEAR PRICE: \$3,222.00
 SAVINGS: \$161.10
 TOTAL TWO YEAR PRICE: \$3,060.90
 THREE YEAR PRICE: \$4,833.00
 SAVINGS: \$483.30
 TOTAL THREE YEAR PRICE: \$4,349.70

CITY OF PACIFIC

Name _____

Title _____

Date _____

**CITY OF PACIFIC
CITY COUNCIL MEETING
January 14, 2013
Council Chambers
City Hall, 6:30PM**

1. CALL TO ORDER AND FLAG SALUTE

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

Mayor:

Cy Sun

2. ROLL CALL OF COUNCIL MEMBERS

Leanne Guier, excused

Gary Hulse

John Jones

James McMahan, excused, arrived at 6:35 p.m.

Josh Putnam

Clint Steiger

Tren Walker, excused

Staff present: City Clerk Patti Kirkpatrick, Finance Director Betty Garrison, Acting Public Works/Community Development Director Ken Barnett, and City Attorney Ken Luce.

Councilmember Jones Moved and Councilmember Putnam seconded the motion to excuse Councilmembers Guier, Walker, and McMahan. Upon voice vote, the motion passed unanimously.

3. APPROVAL OF AGENDA

Councilmember Jones added: New Business Item 8C Authorizing the Mayor to Bind Boiler and Machinery Insurance Coverage.

Councilmember Putnam Moved and Councilmember Jones seconded the motion to approve the agenda as amended. Upon voice vote, the motion passed unanimously.

4. AUDIENCE COMMENT

Mr. DuWayne Gratz provided the Mayor with a copy of his questions as follows:

- Why are department directors not attending meetings and providing bi-weekly updates, or in the alternative provide a written report to the Council.
- When will the City hire the two (2) budgeted patrol officers? He noted that the citizens have a real concern about public safety, especially at the Al-Pac Elementary School. Mayor Sun responded that this is not an appropriate time for questions and

answers, nor is it an argument session, and that he was in no position or mood to argue in this meeting.

- Why don't the Councilmembers require the Mayor to answer their questions fully rather than let the Mayor state he wants to think about it, discuss it in executive session, or defer his answer to a future workshop meeting?
- Why aren't the Mayor's blogs discussed at workshops or regular meetings as his blogs contain inaccurate, deliberately misleading and/or false data?
- Requested a status of the meeting between the Mayor and the State Auditor, along with a list of the Mayor's comments.
- What is the legality of the Mayor retaining his own attorney on behalf of the City to file the Petition for Writ of Certiorari to reverse the Civil Service Commission's decision to reverse the firing of John Calkins as Public Safety Director?
- Requested a list of claims (including the detailed claims) submitted by claimants against the City of Pacific since January 12, 2012.

Mr. Russell Tyree spoke to the importance of having a fully staffed police department that can quickly respond to calls; and urged the Mayor and Council to hire the additional officers, noting the City was being irresponsible in not hiring the officers, and if something happens it will be on the head of the individual who wouldn't let the officers be hired.

Mr. Patrick A. Perry questioned the Mayor as to why he does not step down, and that he doesn't have to leave town, just step down as the Mayor.

Mr. Gary Van Hee provided a written comment to the Mayor regarding the hiring of police officers, noting that it appears the Mayor is not moving forward with the hiring due to a disagreement with Public Safety Director Calkins, which is not fair to the citizens of Pacific. He urged the Mayor to do the right thing by hiring the additional officers.

Mr. Stacey Jackson reported on his recent ride along with a Police officer where he got to experience firsthand the seriousness of not having a fully staffed police force. He voiced concern that failure to fully staff the police force will further jeopardize insurance coverage and urged the Mayor and Council to fully staff the police department.

5. **REPORTS**

Mayor – Mayor Sun reported there was a fire last weekend, no casualties, and thanked Valley Regional Fire Department for its quick response; and advised that he would work with the City Clerk, the Council, and City Attorney in drafting an ordinance to allow citizens to have a newspaper box that he hoped to present at the next meeting.

Finance – Ms. Garrison reported that the upgrades to Springbrook Software were proceeding smoothly, however, she noted there was still some cross training to do and some fine tuning of the program, which they will continue to work on over the next six weeks with Springbrook's technical support staff.

Court Statistics – Written report was included in the Council's packet.

Public Safety Department – Councilmember Steiger providing some handouts and a receipt showing he paid for the copies, to the Council and public regarding the Mayor using the City of Orting for his comparison of the Pacific Police Department as noted in Mayor Sun’s recent blogs. He explained there were some differences and he wanted the public to be aware of all the facts. Mayor Sun rebutted that this is a government meeting that he will not debate on issues of personality or personal correspondence outside of the City’s realm and that it was possible that Councilmember Steiger did not have access to the same documents that he had when he wrote his blogs. Mayor Sun stated he rests his case and it was time to move on.

Public Works/Community Development – Acting Public Works/Community Development Director Barnett reported a water leak on Tacoma Boulevard has been fixed and thanked the public works crew for their hard work on the project.

Community/Senior/Youth Services – No report given.

City Council – Councilmember Jones questioned who authorized the ad for the Request for Proposal for a new City Attorney to be advertised. It was his understanding that the Council had not discussed the need for a new City Attorney. Mayor Sun responded that he directed the City Clerk to post the ad for a new City Attorney for his own information in case there was a possibility of hiring a new attorney. He further stated that he does not recognize Mr. Luce as his attorney for City matters, that he did not want to go into further details at this meeting, and therefore he had directed the City Clerk to post the announcement. Councilmember Jones reminded the Mayor that this is a Council selected position and the Mayor is not authorized to post an announcement until the Council or the City Attorney provides 30 days notice that Mr. Luce’s services are no longer required. If in the future, the Council has a need to go out for City Attorney services, they would then work with the Mayor on finding an appropriate replacement. Councilmember Jones strongly reminded the Mayor he cannot hire, appoint, or select a new City Attorney, and the Council will not support any avenue of going out for a new City Attorney until such time the Council as a whole makes that determination.

Councilmember McMahan sought clarification from the City Attorney of what happens now that the Request for Proposal has been submitted and if there would be any repercussions to the City for the Mayor’s handling of this issue. Mr. Luce responded that he would have to research the matter and get back to the Council.

Councilmember Hulsey had two concerns:

- Why is the City’s park closed? Mayor Sun replied that the Public Works Lead, Mr. Boyd had advised him in October that it was standard practice to close the park during the winter due to possible flooding. Councilmember Hulsey requested the Mayor to reopen the Park driveway to allow citizens to walk their animals, to which the Mayor replied that Councilmember Hulsey assumes the liability if there is a flood.
- The Mayor’s most recent blog posting wherein he again challenges Mr. Hulsey’s military discharge. Mr. Luce read into the record the information contained on Councilmember Hulsey’s DD214, noting he was honorably discharged after serving his country from 1965 to 1971. The Mayor stated that he got his information from the VFW and to him this issue was dead.

Councilmember McMahan reported that the Valley Regional Fire Authority received an improved protection class rating, which will lower Pacific resident's property tax bill. The new rating went from a Class 6 to a Class 4; and he attributed this change in the professional management of the Valley Regional Fire Authority.

Councilmember Jones asked that a discussion item regarding reorganization to a Council/Manager form of government be added to the Workshop agenda.

Councilmember Steiger handed out the definition of the words *lie* and *corruption* to further assist the Mayor. He suggested that a flyer be put into the City's utility bills regarding the new fire class rating and to encourage citizens to notify their insurance agents of the new rating.

Councilmember McMahan encouraged the Mayor to contact Councilmember Guier regarding the newspaper boxes as she was looking at how City residents could opt in/out of receiving the newspapers from the Auburn Reporter.

Personnel – No report was given.

Committee Boards

Park Board – Written report was included in the Council packet. **Ms. Cheri Cason**, Park Board Commissioner, reported that a scrap book of 2012's Earth Day is available for viewing; reviewed the survey results for park usage, noting that the majority of respondents wanted a dog park, and then picnic areas; that the parks need better signage, doggy waste stations, covered areas, and walking paths.

Ms. Kate Hull, Park Board Commissioner, asked the Mayor to fill their vacant seat in order that the Board can work on upcoming projects such as: Earth Day on April 27, 2012; Pacific Days; and overall maintenance of the 13 parks the City now owns.

In response to Councilmember McMahan, Ms. Hull advised that last year the Board looked at reducing the rental fees for City residents in the hopes of increasing usage of the parks, but lost traction.

In response to Mayor Sun, Ms. Hull stated that the park has not been closed previously.

Ms. Paula Wiech recalled that City park bathrooms are generally closed for the winter due to the heavy rains and suggested the Park Board revisit park impact fees.

Public Works – No report provided.

Civil Service – No report provided.

Planning Commission – No report provided.

South King County Transportation Board (SKTBD) – No report provided.

Pierce County Regional Council (PRCR) – No report provided.

Suburban Cities Association (SCA) – No report provided.

Valley Regional Fire Authority (VRFA) – No report provided.

6. PUBLIC HEARING –NONE

7. **OLD BUSINESS – NONE**

8. **NEW BUSINESS**

A. First Reading of Resolution No. 2013-001, Amending City Council Rules and Procedures

The City Clerk provided a staff report, noting changes to the Council's Rules and Procedures were discussed at the January 7, 2013, workshop and staff was directed to bring forward the proposed changes. Unfortunately, the City Clerk had not yet received the Word version of the Rules and Procedures and suggested the Council remand this item back to Workshop for further discussion.

Councilmember Hulsey Moved and Councilmember Putnam seconded the motion to remand Resolution No. 2013-001 to Workshop for further discussion.

Council discussion ensued regarding the need for a *Claims Committee*, which may be necessary to review the claims to consider the more routine in nature claims that will not go to litigation.

Upon vote, the motion to remand Resolution No. 2013-001 to Workshop passed by unanimous voice vote.

B. Adoption of Resolution No. 2013-002, Authorizing the Mayor to Execute Amendment No. 1 to the Interlocal Agreement for Information Technology (IT) Services with the City of Auburn

The City Clerk provided the staff report, noting the City entered into an Interlocal Agreement for Information Technology Services with the City of Auburn in September 2011, and this Resolution is for a time extension only. All other terms and conditions remain in full force and effect.

Councilmember Jones Moved and Councilmember Hulsey seconded the motion to adopt Resolution No. 2013-002, authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement for Information Technology (IT) Services with the City of Auburn. Councilmembers Steiger, Hulsey, Jones, McMahan, and Putnam voted in favor. The motion carried.

C. Adoption of Resolution No. 2013-003, Authorizing the Mayor to Bind Boiler and Machinery Insurance Coverage

The City Clerk provided the staff report, noting this coverage was previously covered under the CIAW policy and the new Broker wanted to ensure the Council knew about the endorsement and at the January 7, 2013 workshop directed staff to bring forward for approval. She further explained that she is working on obtaining a quote for *Employee Dishonesty (Crime)* coverage and once the Mayor has signed the application she will submit to the Broker and bring the quote to a future Workshop for discussion.

Councilmember Putnam Moved and Councilmember Jones seconded the motion to adopt Resolution No. 2013-003, authorizing the Mayor to bind Boiler and Machinery Insurance Coverage. Councilmembers Hulsey, Jones, McMahan, Putnam and Steiger voted in favor. The motion carried.

9. CONSENT AGENDA

- A. Approval of Payroll for the Period of December 16, 2012 through December 31, 2012; and Claim Vouchers for the Period of December 27, 2012 through January 14, 2013.
- B. Approval of the December 26, 2012, Council Meeting Minutes
- C. Approval of the December 31, 2012, Special Meeting Minutes
- D. Approval of the January 7, 2012, Workshop Meeting Minutes

Councilmember Putnam Moved and Councilmember Jones seconded the motion to approve the Consent Agenda. Councilmembers Hulsey, Jones, McMahan, Putnam, and Steiger voted in favor. The motion passed.

10. EXECUTIVE SESSION – NONE

11. ADJOURN

At 7:56 p.m. Mayor Sun adjourned the January 14, 2013, City Council Meeting.

Patricia J. Kirkpatrick, MMC, City Clerk

**CITY OF PACIFIC
CITY COUNCIL**

**WORKSHOP MEETING
January 22, 2013**

**City Hall ~ Council Chambers
City Hall, 6:31PM**

MEETING MINUTES

Roll Call

Leanne Guier, Council President
John Jones
Tren Walker, absent
James McMahan
Josh Putnam
Gary Hulse
Clint Steiger, absent

Mayor
Cy Sun

Staff Present: Acting Public Works/Community Development Director Ken Barnett, City Clerk Patti Kirkpatrick, Finance Director Betty Garrison, and Public Safety Director John Calkins.

Council President Guier called the meeting to order at 6:31 p.m.

Changes/Additions

Agenda Items Removed:

3J Discussion: Re-Establishing the Position of Chief of Police

Agenda Items Added:

3M Discussion: Opening of the City Park

3N Discussion: Response to Citizen Complaint Regarding Newspapers

AGENDA ITEMS

A. Discussion: Proposed Changes to the City's Fee Schedule

Finance Director Garrison provided the staff report, noting that there were two requested changes to the fee schedule: 1) Notary Fee at \$10; 2) Lien Fees at \$173; that these fees were discussed at Finance committee; and should the item be moved forward, she will prepare the appropriate resolution.

Council discussion ensued regarding the notary fee being a service to the citizens for such items as a Will; and who pays the proposed lien fee, which would be the property owner as noted in the utility accounts.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

B. Discussion: Lloyd Enterprises Utility Account

Acting Public Works Director Barnett asked that this item be referred back to Finance Committee for further discussion as there was some new, additional information that would need to be reviewed and discussed in Committee.

Direction: Council remanded this item to the next Finance Committee Meeting and then to a following Workshop meeting in February.

C. Discussion: PS Alley Set Up for City Telephone System

Finance Director Garrison provided the staff report, noting that the telephone system is a "T1" system, with the hardware located at the police station. This causes an issue if and when staff needs to call 911; the officers are dispatched to the police station rather than the appropriate office at City Hall. In order to resolve this issue, the phone company has asked that staff map out the extensions so they can be updated for 911 purposes.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

D. Discussion: Service Contract for City Telephone System

Finance Director Garrison presented the staff report, noting that the current telephone services contract expired in April 2012; and provided three options for the Council to consider with a potential cost savings of \$483.30 over a three-year contract period.

Council discussion ensued regarding back dating the agreement to cover the recent repairs and Finance Director Garrison would check into that matter.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

E. Discussion: Garbage Rate Increase

Finance Director Garrison provided the staff report, noting King County has increased the rates for solid waste disposal with the new rates being effective January 1, 2013; and they are required by the Franchise Agreement to notify the City of rate changes.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

F. Discussion: Public Works Board Loan

Finance Director Garrison provided the staff report, noting the City was awarded a pre-construction loan from the Public Works Board for the Stewart Road/Thornton Avenue Improvement Project. The loan is for \$300,000, with 1% interest over a 5-year period. Payments will be due annually in June 1st.

Council discussion ensued regarding the overall project status and asked for a report from Skillings Connolly at the January 28, 2013 regular meeting.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

G. Discussion: 2013 Recycling Collection Events

Acting Public Works Director Barnett provided the staff report, noting the City received grants to host the 2013 recycling collection events. Olympic Environmental Resources (OER) has been the contractor for logistics, operations, and reporting requirements for the previous collection and education events, and Staff recommends using their services for 2013 events.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

H. Discussion: Extending the Medical Marijuana Moratorium

Acting Public Works Director provided the staff report, noting that on February 13, 2012, through Ordinance No. 12-1823, the City extended the moratorium on Medical Marijuana Collective Gardens for an additional twelve months, which is up in February. A public hearing has been noticed for February 19, 2013 meeting to consider a proposed ordinance extending the moratorium on Medical Marijuana Collective Gardens, and a proposed moratorium on the processing and distribution of medical marijuana.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

I. Discussion: Public Records Email Archival Software Purchase

City Clerk Kirkpatrick presented the staff report, noting that there have been several large volume public record requests relating to electronic emails. In discussing the best way to search emails, the Auburn IT staff recommended the City purchase Email Archival Software in the amount of \$2,886.20. This item was discussed at Finance Committee who recommended it be brought to Workshop for further discussion.

Direction: Council directed that this item be brought forward to the next regular meeting for approval.

J. Discussion: Re-Establishing the Position of Chief of Police

This item was removed from the agenda at the request of Mayor Sun.

K. Discussion: Reorganization to a Council/Manager Form of Government

Councilmember Jones asked that this item be brought to Workshop for discussion and suggested the Council consider forming a committee to do the groundwork of what it will entail to move to a Council/Manager form of government. He explained that this has been brought up many times in the past and felt it was time to take another look at it, noting that it can be done by Council resolution or by a petition from the citizens.

Council discussion ensued regarding the following concerns:

- Would put more accountability on a Manager.
- How would the City fund that position?

- Would like to see the salary range of comparable cities as to what they pay a manager.
- Councilmembers Jones and Hulsey volunteered to serve on the Committee and would require the assistance of the City Clerk and/or Finance Director on an as needed basis. Further, Councilmember Walker may be interested in serving on the committee and Mr. Jones will contact him to further discuss his interest.

In response to Councilmember McMahan regarding his thoughts on the proposed Council/Manager form of Government, the Mayor responded that he had nothing to say.

Direction: Council directed that this item be added to the February 4th and February 19th Workshop Agendas for updates from the Committee.

L. Discussion: Amending City Council Rules and Procedures

City Clerk Kirkpatrick provided the staff report, noting that the proposed change to the Council Rules and Procedures was attached in redline version.

Direction: Council directed this item be moved to the January 28, 2013, meeting for second reading and adoption.

M. Discussion: Opening of the City Park

In response to Councilmember Hulsey, Acting Public Works Director Barnett explained that he had spoken with King County and they had asked that the City wait until the end of February. If the City chooses to open the park sooner, the County would expect the City to carry the burden of liability if the park should flood.

Council discussion ensued as to whether or not to wait until the end of February to open the Park, and if signs should be posted letting citizens know that there are 12 other City Parks that are open to the public.

N. Discussion: Response to Citizen Complaint Regarding Newspapers

Councilmember Guier reported that she had contacted the Auburn Reporter and found they will install a newspaper tube at the homeowner's request for free and that if a citizen does not want the paper, they can call and ask to be removed from the distribution list.

Direction: Council suggested a sample newspaper tube be posted at City Hall with a label advising citizens who to call to have one installed at their home or to remove their name from the distribution list. Councilmember Guier would follow up with her contact at the newspaper and have them coordinate the installation of the newspaper tube with the City Clerk. Additionally, the City Clerk will post the Newspaper's display ad regarding the service and post on the City's bulletin board.

In response to Councilmember Guier, City Clerk Kirkpatrick advised that the Technology Committee will meet on January 30th to go over the website conversion.

At 7:30 p.m. Council President Guier adjourned the meeting.

Patricia J. Kirkpatrick, MMC, City Clerk

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>New Business 8K</u>	Meeting Date:	<u>January 28, 2013</u>
Subject:	<u>Discussion: Land Use Attorney Services</u>	Prepared by:	<u>Ken Barnett, Acting Public Works Director</u>

Summary: It has become necessary for the City to hire an Attorney who specializes in land use matters to review certain documents concerning the Stewart Road Project; these documents are time sensitive in nature to the project.

Recommendation: Staff recommends the Council hire a land use attorney.

Motion for Consideration: I move to approve the hiring of Carol Morris to assist the City in land use matters through December 31, 2013.

Budget: Costs associated with Attorney fees

Attachments: Letter of Engagement
Resume – Carol Morris

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January 24, 2013

Mayor Cy Sun
City of Pacific
100 – 3rd Ave. SE
Pacific, WA 98047

Re: Engagement of Morris Law, P.C. for Land Use Legal Services

Dear Mayor Sun:

You invited me to submit a proposal to the City of Pacific, for the provision of land use attorney services. These services would be provided on an on-call basis, to cover the land use issues described below, and any other assigned matters.

This letter and the attached Standard Terms of Engagement and Billing Policies, together constitute a contract for our services. If you would like me to sign the City's contract instead, please forward it to me for review and signature.

Scope of Our Services

I am available to provide land use services to the City on an on-call, as-needed basis. I understand that the matter of most urgency involves Gordon Trucking.

Most of these services can be provided from my office in Seabeck. We can communicate by phone, internet and fax. I also am available to travel to Pacific for hearings or meetings, as requested by the City.

Your Obligations -- Fees and Billings

My hourly rate is \$200.00 through the end of 2013. I will be the attorney providing all legal services to Pacific, except during a vacation or emergency. My associate is Jennifer Robertson, who is also an experienced municipal attorney and a city council member/deputy mayor for the City of Bellevue, Washington. To the extent that Ms. Robertson provides any services, her hourly rate is \$190.00 per hour through the end of 2013. She would not provide any services without prior City authorization.

I have attached a copy of our Standard Terms of Engagement and Billing Policies. Please read this document carefully as those terms, along with this letter, form a binding contract between us.

I have provided you with duplicate originals of this letter. If it meets with your approval, please sign and date one of the letters, and return it to us.

If you have any questions at any time about our services or billings, please do not hesitate to call me. We look forward to working with you.

Very truly yours,

MORRIS LAW, P.C.



Carol A. Morris

AGREED, ACCEPTED, and CONSENTED

By: _____

Name:

Dated: _____, 2013

Morris Law, P.C.

Standard Terms of Engagement and Billing Policies

Our experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing, and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Any specific billing arrangements different from those set forth below, will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless otherwise agreed in writing, the fees for the legal work undertaken will be based on the amount of time spent by us on the client's behalf.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on the basis of actual time spent for all work. Any increases resulting from adjustments in hourly rates will be instituted after notice to our clients. Notice of fee increases will be contained in the first month's billing for which the increase was applied. Occasionally, monthly statements are adjusted upward or downward pursuant to factors such as result achieved, time pressures imposed by client or by the nature of the matter, and nature and length of professional relationship with client. In special circumstances, which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Fees for Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include, but are not limited to, large copying projects, large mailings, specialized computer research, court filing fees, and other court-related expenditures including court reporter and transcription fees. Aside from our time, no separate charge is made for computer research that falls within our Westlaw subscription. We do not charge for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis, including, but not limited to, costs such as filing fees, or fees for necessary experts, consultants, or services related to your matter. These items are separate and apart from attorneys' fees. Generally, we will advance nominal costs and bill you for them at the end of the month. These additional costs including taxes will be included as a separate item on your monthly statement. You, as the client, are responsible for these costs. They are not the responsibility of this firm.

You shall be responsible to reimburse the firm for these advanced costs. If substantial costs arise, we will arrange for you to pay them in advance or be billed directly by the appropriate party.

Monthly Invoices and Payment

Morris Law P.C. provides its clients with monthly invoices for legal services performed and expenses incurred. Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing some expenses is delayed until the next month and billed thereafter.

Unless specifically set forth in a separate written contingent fee agreement, our fees are not contingent upon any aspect of the matter. All billings are due and payable within fifteen (15) days of presentation unless the full amount is covered by the balance of an advance fee deposit held in our trust account. If a bill is not paid within twenty (20) days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that, if a client does not pay an invoice within forty-five (45) days of mailing, we may advise the client by letter that the client must pay the invoice within ten (10) days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the ten day period. This same policy applies to fee arrangements that require the client to replenish fee deposits or make deposits for anticipated costs.

From time-to-time clients have questions about the format of the bill or description of work performed. If you have any questions, please ask them when you receive the bill, so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance fee deposit to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

While we may, from time-to-time, endeavor to estimate accurately your total fees and costs in handling a matter, we always caution clients that such statements are estimates only. Our monthly billing statements will serve to keep you advised of the actual cost of representation.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect at this firm.

Estimates

You may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot guarantee that the actual fees and expenses will be at or below the estimates because of factors outside our control.

Client Files

If you do not request the return of your files, we will retain your files for seven years. After seven years, we may have your files destroyed. If you would like your files maintained for more than seven years or returned, you must make separate arrangements with us.

Dispute Resolution

If you disagree with the amount of our fee, please take up the question with the lead attorney for your matter. Typically such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. The Washington State Bar Association has a Fee Arbitration Board to assist in the settlement of any fee disputes. Any disputes relating to these Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to the Fee Arbitration Board of the Washington State Bar Association for arbitration and prompt resolution, according to its then-effective rules, and we agree to be bound by the results of such arbitration. In the event of non-payment such that we have to pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

Withdrawal

We reserve the right to withdraw from representing you, if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate cause.

Disclaimer

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within fourteen (14) days of the date of the accompanying engagement letter.

CAROL A. MORRIS
Morris Law, P.C.

P.O. Box 948, Seabeck, WA 98380
(360) 830-0328 F: (360) 850-1099
carol_a_morris@msn.com

EDUCATION

Juris Doctorate 1988
University of Puget Sound, Tacoma, WA (Seattle University)

Bachelor of Science 1984
Major: Legal Administration
City University, Seattle, WA

AFFILIATIONS

Washington State Bar Association; Washington State Association of Municipal Attorneys
United States District Court, Eastern and Western Washington, 9th Circuit Court of Appeals,
United States Supreme Court

EXPERIENCE

Owner/President/Attorney 1998- present
Morris Law, P.C., P.O. Box 948, Seabeck, WA 98380

Represent cities and towns by providing a full range of civil legal services (excluding employment and criminal prosecution) with a special emphasis on land use. Served as city/town attorney or assistant city attorney for over 19 cities in the last 23 years. Represented Gig Harbor as city attorney for 14 years beginning in 1994.

Handle land use damage and tort litigation for the 80+ cities in the Association of Washington Cities Risk Management Services Agency (AWC-RMSA) insurance pool since 1994. Provide additional services for the pool cities, such as code review (to ensure codes are consistent with law), code revision, pre-litigation advice and representation; and answer the land use hotline sponsored by AWC-RMSA. Provide land use training seminars as requested by AWC-RMSA at the Association of Washington Cities annual conference and provide general land use training seminars for cities throughout the state (average of 4-5 per year).

Of Counsel 1998
Kenyon Law Firm
Issaquah, WA
Same general municipal practice – city attorney representation, land use and tort litigation.

Adjunct Professor of Law 1998-1999
University of Puget Sound (Seattle University), Tacoma, WA
Taught municipal law at the UPS law school for two semesters.

CAROL A. MORRIS

Member

1996-1998

Ogden Murphy Wallace, PLLC
1601 – 4th Ave., Seattle, WA 98401

Same general municipal practice – represented Kenmore, Gig Harbor, Carnation, Hunts Point as city/town attorney, handled land use and tort litigation for cities in the AWC-RMSA insurance pool.

Associate

1992-1996

Ogden Murphy Wallace, PLLC
(see above)

Same general municipal practice – represented Bothell, Clyde Hill, Mukilteo, Edmonds, Redmond, Issaquah as assistant city attorney.

Assistant City Attorney

1990-1992

City of Kent
Kent, Washington

In-house assistant city attorney, assigned to departments of planning and public works. Provided advice, drafted ordinances/resolutions, handled condemnation actions, administrative appeals, code enforcement, etc.

RECENT PRESENTATIONS:

Land Use Toolbox, Annual Association of Washington Cities conference in Spokane, 2011
Medical Marijuana Local Regulation, AWC-RMSA sponsored workshop, Bellevue, 2011
University of Washington Law School Foundation, 2006, 2007, 2008, 2009, 2010
Appellate Judges' Spring Program, Regulatory Takings and Damages, 2003

RECENT ARTICLES

Author, “Moratoria Handbook for Municipalities” 2005; “Concurrency and Moratoria” 2006; “Completion and Maintenance of Subdivision Improvements” 2007; “Subdivisions, Imposing Conditions” 2008; “Code Enforcement” 2009; “Development Agreements” 2011; “Medical Marijuana Uses and Local Regulation” 2011.