

1. CALL TO ORDER /PLEDGE OF ALLEGIANCE/ROLL CALL

2. CHANGES/ADDITIONS TO THE AGENDA

3. AGENDA ITEMS

- A. Discussion: Proposed Changes to the City's Fee Schedule (Contractor Dahl)
Estimated discussion time: 10 minutes
- B. Discussion: Lloyd Enterprises Utility Account (Contractor Dahl)
Estimated discussion time: 10 minutes
- C. Discussion: PS Alley Set Up for City Telephone System (Finance Director)
Estimated discussion time: 10 minutes
- D. Discussion: Service Contract for City Telephone System (Finance Director)
Estimated discussion time: 10 minutes
- E. Discussion: Garbage Rate Increase (Finance Director)
Estimated discussion time: 10 minutes
- F. Discussion: Public Works Board Loan (Finance Director)
Estimated discussion time: 10 minutes
- G. Discussion: 2013 Recycling Collection Events (Acting Public Works/Community Development Director)
Estimated discussion time: 10 minutes
- H. Discussion: Extending the Medical Marijuana Moratorium (Acting Public Works/Community Development Director)
Estimated discussion time: 10 minutes
- I. Discussion: Public Records Email Archival Software Purchase (City Clerk)
Estimated discussion time: 10 minutes
- J. Discussion: Re-Establishing the Position of Chief of Police (Mayor)
Estimated discussion time: 15 minutes
- K. Discussion: Reorganization to a Council/Manager Form of Government (Council)
Estimated discussion time: 30 minutes
- L. Discussion: Amending City Council Rules and Procedures (Council)
Estimated discussion time: 15 minutes

4. EXECUTIVE SESSION

5. ADJOURN

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.

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No. Workshop Item 3A Meeting Date: January 22, 2013
Subject: Proposed Changes to the City's Fee Prepared by: Gerina Dahl
Schedule Consultant

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.

Budget: Additional revenue for services provided.

Attachments: None.

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3B</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>Lloyd Enterprises Utility Account</u>	Prepared by:	<u>Gerina Dahl</u> <u>Consultant</u>

Summary: On January 8, 2013, Acting Public Works Director Ken Barnett approved the Lloyd Enterprises retention pond. The pond was installed in 2002 in a temporary status, but was not finalized or approved by the City at that time. In 2002, the City billed Lloyd Enterprises for storm charges as if there was no retention pond. Since that time Lloyd Enterprises has not made any payments on their account; nor had they contacted the City to question why their billing did not reflect the retention pod discount (1/2 the storm charges).

Consultant brought this matter forward to the Finance Committee at its January 15, 2013, meeting and based upon that meeting is seeking direction from Council:

- Should the City allow storm charges to be reduced to half since the storm pond was in place at the time of the billings? \$11,000 +/-
- Waive any, all or a portion of the penalties? \$9,000 +/-

Recommendation: Consultant recommends that the City modify the billing to reflect charges as if the retention pond had been approved since 2002. Waive half the penalties. Maybe add a stipulation to the agreement that Lloyd Enterprises must pay the balance due within 30 days and must remain current for 24 months or all penalties will be restored, due and payable.

Budget: NA

Attachments: NA

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3C</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>PS Alley Set Up for City Telephone System</u>	Prepared by:	<u>Betty 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.

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

Budget: \$270 plus staff time to complete reports. This will fall within appropriated funding limits for Technology Improvements and Supplies.

Attachments: NA

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No. Workshop Item 3D Meeting Date: January 22, 2013
Subject: Service Contract for City Telephone System Prepared by: Betty J. Garrison, CPFA
Finance Director

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 the Regular Council Meeting on January 28th, for authorization to obtain the service agreement. Please specify the preferred term for the agreement.

Budget:	Three year service agreement	\$4,349.70
	Two year service agreement	\$3,060.90
	One year service agreement	\$1,161.00

Attachments: Quote for Services Agreement



CUSTOMER : CITY OF PACIFIC
 BILL TO NAME : CITY OF PACIFIC
 BILL TO ADDRESS : 100 3RD AVE SE, PACIFIC, WA, 98047-1349
 QUOTATION NUMBER : Q/A19196-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
	NT5B16AAAIES	BCM GAS1M8 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

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3E</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>Garbage Rate Increase</u>	Prepared by:	<u>Betty Garrison, CPFA</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: Move this to the regular Council meeting on January 28th for adoption of a resolution acknowledging the rate increase due to the increase in the cost of solid waste disposal imposed by the King County.

Budget: NA

Attachments: Draft Resolution
Letter and Rate Schedule from Waste Management



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	\$ 3.52	\$ 7.45	\$ 10.97	\$ 3.88	\$ 7.45	\$ 11.33
1 - 32 gal. Can	\$ 5.64	\$ 12.26	\$ 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	\$ 36.88
3 - 32 gal. Cans	\$ 16.91	\$ 36.80	\$ 53.71	\$ 18.67	\$ 36.80	\$ 55.47
4 - 32 gal. Cans	\$ 22.55	\$ 48.07	\$ 71.82	\$ 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	\$ 5.15	\$ 6.91	\$ 1.94	\$ 5.15	\$ 7.07
Senior discount 1 - 20 gal. Mini-Can	\$ 3.52	\$ 6.35	\$ 9.87	\$ 3.88	\$ 6.35	\$ 10.23
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	\$ 9.17	\$ 14.81	\$ 6.22	\$ 9.12	\$ 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	\$ 25.23	\$ 42.14	\$ 18.67	\$ 25.05	\$ 43.72
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	\$ 46.07	\$ 56.97	\$ 10.90	\$ 48.07	\$ 58.97
Refrigerators/Freezers	\$ 16.35	\$ 83.90	\$ 100.25	\$ 16.35	\$ 83.90	\$ 100.25
Sofas, chairs, furniture per piece	\$ 5.45	\$ 53.62	\$ 59.07	\$ 6.01	\$ 53.52	\$ 59.53
Mattresses/box springs	\$ 2.73	\$ 68.03	\$ 70.76	\$ 3.01	\$ 68.03	\$ 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	\$ 12.67	\$ 18.31	\$ 6.22	\$ 12.67	\$ 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	\$ 35.54	\$ 52.45	\$ 18.67	\$ 35.54	\$ 54.21
1 - 1 yard container	\$ 31.01	\$ 77.00	\$ 108.01	\$ 34.24	\$ 77.00	\$ 111.24
1 - 1.5 yard container	\$ 45.51	\$ 101.36	\$ 147.87	\$ 51.38	\$ 101.36	\$ 152.72
1 - 2 yard container	\$ 62.01	\$ 121.64	\$ 183.65	\$ 68.47	\$ 121.64	\$ 190.11
1 - 2 yard container 2w	\$ 124.02	\$ 243.28	\$ 367.30	\$ 136.95	\$ 243.28	\$ 380.23
1 - 3 yard container	\$ 93.02	\$ 187.05	\$ 280.07	\$ 102.72	\$ 187.05	\$ 289.77
1 - 4 yard container	\$ 124.03	\$ 197.38	\$ 321.41	\$ 136.95	\$ 197.38	\$ 334.34
1 - 6 yard container	\$ 186.04	\$ 260.16	\$ 446.20	\$ 205.44	\$ 260.16	\$ 465.60
1 - 6 yard container 2w	\$ 372.06	\$ 500.32	\$ 872.40	\$ 410.88	\$ 500.32	\$ 911.21
1 - 8 yard container 3w	\$ 558.12	\$ 750.48	\$ 1,308.60	\$ 616.34	\$ 750.48	\$ 1,366.82
1 - 8 yard container 2w	\$ 248.05	\$ 285.57	\$ 533.62	\$ 273.92	\$ 285.57	\$ 559.49
1 - 8 yard container	\$ 496.10	\$ 571.14	\$ 1,067.24	\$ 547.85	\$ 571.14	\$ 1,118.99
Extra garbage, per each 32-gal. Equivalent	\$ 1.30	\$ 8.94	\$ 10.24	\$ 1.43	\$ 8.94	\$ 10.37
Extra garbage, per yard	\$ 7.18	\$ 10.09	\$ 17.25	\$ 7.90	\$ 10.09	\$ 17.99

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 13-****

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 of the City of Pacific acknowledges the new rate schedule from Waste Management for the collection and disposal services of solid wastes 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

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

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3F</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>Public Works Board Loan</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 load 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: Move this to the January 28, 2013 regular Council meeting for adoption of a resolution authorizing the Mayor to enter into this Loan Agreement with the Public Works Board.

Budget: NA

Attachments: Draft Resolution
Loan Contract



**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.

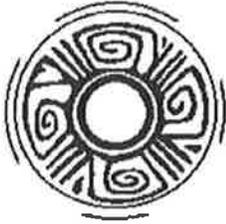
After the Contracts have been signed by the Board, one fully executed original along with instructions for drawing funds will be mailed to you. We encourage you to store these and all pertinent documents associated with this project and loan offer in a file that is readily accessible to auditors for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

RESOLUTION NO. 13-****

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 of the City of Pacific authorizes the Mayor to enter into and sign a Construction Loan Agreement with Washington State Public Works Board.

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

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

City Attorney

DRAFT

FILED WITH THE CITY CLERK: 12.10.12
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO. 12-1220

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3G</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>2013 Recycling Collection Events</u>	Prepared by:	<u>Ken Barnett, Acting</u>
			<u>Public Works/Community</u>
			<u>Development Director</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 OER to continue acting as the City contractual agent for these events.

Recommendation: Staff recommends the Council move this item forward to the January 28, 2013, regular meeting for adoption of a resolution hiring OER as its agent for recycling collection events in 2013.

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

Attachments: Draft Resolution
Draft MOU with Olympic Environmental Resources

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 13-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AN AGREEMENT WITH OLYMPIC ENVIRONMENTAL RESOURCES

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 Pacific City Council hereby authorizes the City of Pacific Public Works Director to execute a Memorandum of Understanding with Olympic Environmental Resources as outlined within the Memorandum of Understanding, attached as Exhibit "A".

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 _____TH 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:
PASSED BY THE CITY COUNCIL:
EFFECTIVE DATE:
RESOLUTION NO. 12-****



Olympic Environmental Resources

4715 SW Walker Street Seattle, WA 98116

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

Email: pauldevine@msn.com

DRAFT 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.

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3H</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>Extending the Medical Marijuana</u> <u>Moratorium</u>	Prepared by:	<u>Ken Barnett, Acting</u> <u>Public Works/Community</u> <u>Development Director</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.”

Pacific City Council passed Ordinance No. 1804, adopting a six-month moratorium on the establishment of Medical Marijuana Collective Gardens on August 8, 2011. February 6, 2012, Council held a Public Hearing to consider an extension of the moratorium. February 13, 2012, through Ordinance No. 12-1823, 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.

Attachments: Draft Resolution Setting a Public Hearing
RCW 35A.63.220
Planning Commission Minutes from April, June, August, and September 2012

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 13-XXXX

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 18, 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 _____ 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:
EFFECTIVE DATE:
RESOLUTION NO. 13-****

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.]

PACIFIC PLANNING COMMISSION

Meeting of April 24, 2012 Minutes

Call to Order

Chairman Boyd called the meeting to order at 6:00 PM.

Attendance

Commissioners Present: John Boyd, Howard Gustafson, Wayne Strong, Alix Butt, and Don Blackwell

Absent: Scott Newbold (excused)

City Staff: Paula Wiech, City Planner and Gail Bennett, Secretary

Approval of Agenda

Commissioner Strong moved to approve the agenda as presented, seconded by Commissioner Gustafson. MOTION CARRIED UNANIMOUSLY.

Approval of Minutes

Commissioner Strong moved to approve the March 27, 2012 Regular Meeting minutes as presented, seconded by Commissioner Blackwell. MOTION CARRIED UNANIMOUSLY.

Audience Participation

There was none.

PUBLIC HEARING – PROPOSED COMPREHENSIVE PLAN AMENDMENT

CP-11-002: Butte Properties - Redistrict from Office Park to Light Industry (Map) with Manufacturing Industrial Center (MIC) Overlay

Chairman Boyd opened the hearing at 6:15 pm. Paula Wiech gave a staff report indicating the proposed change in the Comprehensive Plan designation for two parcels of land located at 768 and 832 Butte Avenue SE. The parcels measuring 2.46 acres are located on the west side of Butte Ave. SE. The applicant, Butte Avenue Properties LLC, is requesting the change because the historic and current use of the property does not meet the requirements for Office Park Zoning and attempts to rent the properties for Office Park tenants have met with little success for several years. There is a 20 year old building located on the property. Parcels to the south, west and east are zoned Light Industrial and Commercial.

Chairman Boyd asked for public testimony.

Eric Corliss, 3110 Suite B, Sumner Tapps Hwy E, Lake Tapps 98391, is a representative for the property owners and was available to answer any questions the Commissioners may have.

James Dent, 502 Butte, told the Commission he has a lot on the corner of County Line Road, and another across from the subject properties.

There being no further testimony, Chairman Boyd closed the hearing at 6:25 pm.

Commissioner Gustafson moved to recommend to City Council approval of the proposed Comprehensive Plan Amendment CP-11-002, seconded by Commissioner Strong.
MOTION CARRIED UNANIMOUSLY.

Proposed Comprehensive Plan Amendment

CP-11-004: Megan's Meadow Subdivision - Redistrict from Single-Family to Multi-family (Map)

Paula Wiech informed the Commission that the Habitat for Humanity representatives would be willing to attend another Planning Commission meeting or meet with the Commissioners at a later date to answer any additional questions they might have. The Commissioners asked staff to request more information on the following:

1. Show a proposed drawing of the lot lines
2. Gather statistics on the length of stay of the owners
3. Gather statistics on how quickly the houses sell
4. Gather statistic on how many bedrooms and square footage in each unit
5. Outdoor storage
6. Pictures of what the duplexes and houses would look like

Planning Commission Regular Meeting Schedule

There was a consensus of the Commission to continue meeting on the 4th Tuesday of the month.

Medical Marijuana Collective Gardens

Paula Wiech gave out materials about the issue and a sample ordinance from the City of Shoreline. After further discussion the Commissioners requested a copy of the Edgewood Ordinance for their review. This is a very complex issue and the legislature is working on it. Also, Washington's medical marijuana laws conflict with federal drug laws, which do not recognize any medical uses for the drug. Paula asked the Commissioners to review the information presented for discussion at the next meeting. The draft work plan schedule will need to be changed due to the lack of available City staff.

Proposed Recycling Processing Development Code

Paula will be presenting this issue at the May 7th City Council Workshop.

Other Items of Interest to the Planning Commissioners

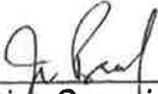
Park Board activities and development of "the park" at City Hall complex

Paula will be meeting with a wetland biologist who will re-examine previously delineated wetland areas on the proposed Centennial Park property, and will be asking for suggestions from the expert as to where and how to mitigate for future park projects.

Commissioner Blackwell, Park Board Liaison, would like to understand where the Park Board and Planning Commission get their direction from in the City government chain of command. His understanding is the direction comes from the City Council. He didn't know that the Mayor could direct the Park Board and the Planning Commission to create a park and put a conceptual drawing together of what the park should look like. Paula responded that, according to City Code, the Planning Commission takes direction from City Council. Their docket for 2012 was approved by City Council and signed by the Mayor. She has tried to explain that to Mayor Sun. The 2012 Capital Facilities Plan, adopted by the City Council identifies the projects for this year, not the Mayor, and also a long range plan for the City Hall complex. This is a public process with citizen input and does not just involve the Planning Commission and the Park Board.

There being no further business, the meeting was adjourned at 7:30 pm.

Prepared by
Gail Bennett, Secretary

Approved 5/22/2012 2012 by 
Date Planning Commission Chairperson
John Boyd

PACIFIC PLANNING COMMISSION

Meeting of June 26, 2012 Minutes

Call to Order

Chairman Boyd called the meeting to order at 6:10 PM.

Attendance

Commissioners Present: John Boyd, Howard Gustafson, Wayne Strong, Don Blackwell and Scott Newbold

Commissioners Absent: Alix Butt (unexcused)

City Staff: Paula Wiech, City Planner and Gail Bennett, Secretary

Approval of Agenda

Commissioner Newbold moved to approve the agenda as presented, seconded by Commissioner Gustafson. MOTION CARRIED UNANIMOUSLY.

Commissioner Strong moved to have Paula place time limits on items on the agenda in order to complete meeting topics in a timely manner, seconded by Commissioner Blackwell. MOTION CARRIED. Commissioner Gustafson voted no.

Approval of Minutes

Commissioner Newbold moved to approve the May 22, 2012 Regular Meeting minutes as presented, seconded by Commissioner Blackwell. MOTION CARRIED UNANIMOUSLY.

Audience Participation

Will Chiang, 108 Huckleberry, recently moved to the City and is noticing the loud train noise at his home. He gave the Commissioners a handout titled "Federal Railroad Administration's Train Horn and Quiet Zone Rule". It is his understanding that the trains do not have to sound their horns at crossings if safety measures are met. He would like the City to explore the measures that would need to be taken in order to stop the train noise. The Commission directed staff to research the issue.

Gary Nitsche, 113 3rd Ave SE, is opposed to the Mayor's park plan and opposed to having the helicopter pad and historic building on the site torn down.

Proposed Comprehensive Plan Amendment

CP-11-004: Megan's Meadows Subdivision - Redistrict from Single-Family to Multi-family (map)

At the last meeting the Commissioners asked for drawings of the homes and duplexes. The Habitat for Humanity organization provided the Commission with illustrations of what the homes may look like and the price ranges for the homes. They are proposing that three of the lots would be single family homes and six of the lots would be duplexes. This would require a change in the zoning from single-family to multi-family.

Commissioner Gustafson moved to hold a public hearing on the proposed Comprehensive Plan Amendment, seconded by Commissioner Blackwell. MOTION CARRIED. Commissioner Newbold voted no.

Staff will schedule the Public Hearing for July 24th at the Planning Commission meeting.

Medical Marijuana Collective Gardens

Jason Caldwell and Justin Sult, 1304 182nd Ave. E, Lake Tapps, were in attendance and available to answer any questions the Commission may have about their proposal to start a marijuana grow garden business in Pacific. Paula Wiech has been corresponding with the City Attorney staff and gave the Commissioners copies of the emails. At this time the Washington State medical marijuana law conflicts with the Federal drug laws which do not recognize any medical uses for the drug.

Commissioner Newbold moved to have staff create an ordinance that adopts language to follow federal law and use the City of Edgewood ordinance as a guide, seconded by Commissioner Strong. MOTION CARRIED. Commissioner Gustafson abstained.

Recycling Processing Development Code

The City Council invited the Planning Commission to meet with them on July 10th for a joint workshop to discuss the issue.

There being no further business, the meeting was adjourned at 7:45 pm.

Prepared by
Gail Bennett, Secretary

Approved 8-28-12 2012 by 
Date Planning Commission Chairperson
John Boyd

PACIFIC PLANNING COMMISSION

Meeting of August 28, 2012 Minutes

Call to Order

Vice-Chairman Gustafson called the meeting to order at 6:15 PM.

Attendance

Commissioners Present: Howard Gustafson, Wayne Strong, Don Blackwell and
Scott Newbold

Commissioners Absent: John Boyd (excused) Alix Butt (stepped down 8/13/12)

City Staff: Gail Bennett, Secretary

Approval of Agenda

Commissioner Strong moved to approve the agenda as presented, seconded by
Commissioner Newbold. MOTION CARRIED UNANIMOUSLY.

Approval of Minutes

Commissioner Newbold moved to approve the June 26, 2012 Regular Meeting minutes as
presented, seconded by Commissioner Blackwell. MOTION CARRIED UNANIMOUSLY.

Audience Participation

Jerald Eck, 411 West Valley Hwy. S. asked the Commissioners for their help in changing the
speed limit from 40 mph to 30 mph along West Valley Hwy from just south of 3rd Ave. SE to
about 1500 feet south. A traffic study was done and changing the speed limit was a
recommendation for his business on West Valley Hwy. The City Council is aware of his
request but there has been no action taken.

Commissioner Strong moved to recommend City Council take action to lower the speed limit
to 30 mph along West Valley Hwy from the intersection of 3rd Ave SE and West Valley Hwy
approximately 1500 feet south, seconded by Commissioner Blackwell. MOTION CARRIED
UNANIMOUSLY.

**Public Hearing – Moved to this meeting due to lack of a quorum at the scheduled July
24th Planning Commission Meeting.**

Public Hearing

Proposed Comprehensive Plan Amendment

CP-11-004: Megan's Meadows Subdivision – Habitat for Humanity Re-District from Single-Family to Multiple-Family Residential

Vice-Chairman Gustafson opened the Hearing at 6:35 p.m. and asked for public testimony.

Marty Kooistra, 560 Naches Ave. SW, Renton, is CEO for Habitat for Humanity in South King County. His organization is requesting to change the Comprehensive Plan map designation for Megan's Meadows Subdivision located at the northwest corner of 1st Avenue E and Skinner Road from Single-Family to Multi-Family Residential district. The property currently contains nine (9) vacant lots of approximately 6,000 square feet in size on approximately 1.45 acres. Habitat's proposal is to change six of the lots into Multi-family Limited and leave the remaining three lots as single family for a total of 15 households on the property. Because of the economy it is not feasible to build single family housing on the entire property and keep the housing costs affordable. All of the units would be owner-occupied and none would be rentals.

The Commissioners were given a lot line drawing showing the location of the property that included illustrative renderings of the units.

The City Staff Report dated July 24, 2012 from Paula Wiech, City Planner, was entered into the record and is available electronically.

There being no further testimony, the Hearing was closed at 6:45 p.m.

The Commissioners discussed the proposal. There was a concern about creating a homeowners association. Answer – probably not.

Question about if a detention pond would be required because the added units may need more drainage.

Question about parking and if the added units would create more parking congestion on the streets.

Question if a traffic study would be done because of the added units and increased traffic on 1st Ave.

Commissioner Blackwell moved to recommend to City Council no recommendation from the Planning Commission about this proposal, seconded by Commissioner Strong.

MOTION CARRIED. Commissioner Strong, yes; Commissioner Blackwell, yes; Commissioner Newbold, no; Commissioner Gustafson, abstain.

(Secretary's note) This motion was rescinded at the September 25, 2012 meeting and a new motion was made from the Planning Commission to recommend to City Council not to approve the Re-District of Single-Family to Multiple-Family Residential Megan's Meadows proposal. See 09-25-2012 Planning Commission minutes.

Medical Marijuana Collective Gardens

This has been forwarded to City Council.

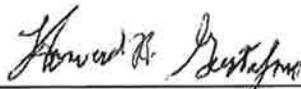
Recycling Processing Development Code

Sent to City Council workshop and they have created a committee to visit the affected businesses.

Adjournment

There being no further business, the meeting was adjourned at 7:30 pm.

Prepared by
Gail Bennett, Secretary

Approved 10-23-12 2012 by 
Date Planning Commission Vice-Chairperson
Howard Gustafson

PACIFIC PLANNING COMMISSION

Meeting of September 25, 2012 Minutes

Call to Order

Chairman Boyd called the meeting to order at 6:00 PM.

Attendance

Commissioners Present: Howard Gustafson, Wayne Strong, Don Blackwell, John Boyd
and Scott Newbold

Commissioners Absent:

City Staff: Paula Wiech, City Planner; Gail Bennett, Secretary

Approval of Agenda

Commissioner Gustafson moved to approve the agenda as presented, seconded by
Commissioner Newbold. MOTION CARRIED UNANIMOUSLY.

Approval of Minutes

Commissioner Newbold moved to approve the August 28, 2012 Regular Meeting minutes as
presented, seconded by Commissioner Blackwell. MOTION CARRIED UNANIMOUSLY.

Audience Participation

There was none.

Proposed Comprehensive Plan Amendment CP-11-004 Megan's Meadow Subdivision

Outstanding issues

Paula Wiech discussed with the Commissioners the issues the Commission had previously brought up at their 08-28-2012 meeting and Public Hearing including traffic, stormwater and parking concerns. Without a Public Works Director on staff she suggested passing these concerns on to the contract engineering firm AHBL for their input. Because the full Commission was not in attendance at the 08-28-2012 meeting when a motion was made and passed to recommend to City Council "no recommendation" for this Comprehensive Plan Amendment, the Commissioners decided to further review the proposal again during this meeting. The Commissioners discussed the proposal further.

Commissioner Gustafson moved to rescind the motion of “no recommendation” made at the 08-28-2012 meeting regarding the proposed Comprehensive Plan Amendment CP-11-004 Megan’s Meadow Subdivision and further moved to recommend to City Council not to approve the proposed change in Re-Districting the property from Single-Family to Multi-Family Residential, seconded by Commissioner Newbold. MOTION CARRIED UNANIMOUSLY.

Medical Marijuana Collective Gardens

Paula gave an update that she is working on getting a working copy of the City of Edgewood ordinance. This has been forwarded to City Council.

Recycling Processing Development Code

Paula gave an update that the City Council has set this aside until a Public Works Director is hired.

Green Acres Subdivision - Algona – request for possible annexation.

This will be revisited when a Public Works Director is hired.

Advertising Youth Position Vacancy

Commissioner Blackwell moved to request staff to advertise the position by all normal means and to also post the position at local high schools, seconded by Commissioner Gustafson. MOTION CARRIED UNANIMOUSLY.

Other Items of interest to Planning Commissioners

Commissioner Newbold has noticed abandoned heavy equipment on property located at 1ST and Skinner. He was advised to speak to City Council about this issue.

Adjournment

There being no further business, the meeting was adjourned at 7:05 pm.

Prepared by
Gail Bennett, Secretary

Approved 10/23/2012 2012 by 
Date Planning Commission Chairperson
John Boyd

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3I</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>Public Records Email Archival Software Purchase</u>	Prepared by:	<u>Patti Kirkpatrick, MMC 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 software to more efficiently search for responsive electronic records will be a significant cost saving measure to the City. In speaking with the Auburn IT department, they recommended the Barracuda 150 Message Archive software. This is a similar module that Auburn's 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.

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 the software, install it, and there should be no down time or interruption to City staff during the installation.

Recommendation: Staff recommends the Council move forward the purchase of Barracuda Message Archiver 150 to the January 28, 2013 meeting for approval.

Budget: This was not a budgeted expense for 2013. However, there is \$7,500 available in the Technology Equipment/Software Fund 5188048.

Attachments: Draft Resolution
Software Quote

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 13-****

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

WHEREAS, 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 ___ 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.

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CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Workshop Item 3J</u>	Meeting Date:	<u>January 22, 2013</u>
Subject:	<u>Re-Establishing the position of Chief</u>	Prepared by:	<u>Cy Sun</u>
	<u>Police, Creating Chapter 2.28.020 and</u>		<u>Mayor</u>
	<u>Chapter 2.28.030 in the Pacific</u>		
	<u>Municipal Code and Repealing Chapter</u>		
	<u>2.26 as Established by Ordinance No.</u>		
	<u>Adopted July 24, 2000</u>		

Mayor Sun added to the Workshop Agenda, a draft Ordinance re-establishing the position of Chief of Police, Creating Chapter 2.28.020 and Chapter 2.28.030 in the Pacific Municipal Code and Repealing Chapter 2.26 as established by Ordinance No. 1458, Adopted July 24, 2000.

Attachments: Draft Ordinance

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CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 13-****

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RE-ESTABLISHING THE POSITION OF CHIEF OF POLICE, CREATING CHAPTER 2.28.020 AND CHAPTER 2.28.030 IN THE PACIFIC MUNICIPAL CODE AND REPEALING PACIFIC MUNICIPAL CODE CHAPTER 2.26 AS ESTABLISHED BY ORDINANCE NO. 1458, ADOPTED JULY 24, 2000

WHEREAS, the City of Pacific no longer has a City Fire Department, making the position of Public Safety Director obsolete; and

WHEREAS, it is in the best interest of the City of Pacific to re-establish the position of Chief of Police; and

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

Section 1. Section 2.28.050 and 2.28.060 are hereby created as set forth below:

2.28.020 Chief of Police.
2.28.030 Police Chief – Bond and oath.

2.28.020 Chief of Police.

A. The position of Chief of Police is hereby established as a full time paid position within the City. The Chief of Police shall be a full commissioned Police Officer and the executive head of the Police Department.

B. The Mayor shall appoint the Police Chief, subject to confirmation by a majority of all members of the City Council. The positions shall be an at-will position and the employee holding the position shall serve as the pleasure of the Mayor.

C. The Police Chief shall receive compensation in an amount fixed by the City Council in the annual budget ordinance.

2.28.030 Police chief – Bond and oath.

A. The person appointed to fill the office of Police Chief shall qualify before entering upon the duties of the office by furnishing an official bond in the amount of \$50,000 at the expense of the City, and by filing with the County division of records and elections an Oath to support the governments of the United States of America, the State of Washington, and the City of Pacific, and to faithfully perform the duties of Chief of Police.

B. The Chief of Police shall have all of the powers granted and duties imposed by State law and City Ordinances, now existing or hereinafter adopted. The

position shall have a job description by the City Council, which provides general direction.

Section 2. Section 2.26 Public Safety Director of the Pacific Municipal Code is hereby repealed.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2013.

CITY OF PACIFIC

Cy Sun, Mayor

ATTEST/AUTHENTICATED:

Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:

Kenyon Luce, City Attorney

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No. Workshop Item 3K Meeting Date: January 22, 2013
Subject: Reorganization to a Council/Manager Prepared by: City Council
Form of Government

At the January 14, 2013, regular meeting, Councilmember Jones asked that this item be placed on tonight's Workshop Agenda for discussion.

Attachments: City of Black Diamond – Explanatory Statement
Resolution to Change Form of Government
Ballot Title Description and Question



Michael R. Kenyon
Bruce L. Disend
Shelley M. Kerlake

Kari L. Sand
Chris D. Bacha
Margaret J. King
Bob C. Sterbank
Rachel B. Turpin
Ann Marie J. Soto

August 9, 2012

Ms. Sherril Huff, Director
King County Elections
ELE-ES-0100
919 SW Grady Way
Renton, WA 98057-2906

Re: City of Black Diamond – Proposition No. 1 - Change in Plan of Government
Explanatory Statement

Dear Director Huff:

Please find below, the explanatory statement for City of Black Diamond Proposition No. 1, Change in Plan of Government. I have prepared and approved the explanatory statement in conformance with King County Elections Rule ELE 9-1 for inclusion in the local voter's pamphlet for the special election to be held in conjunction with the general election this November.

City of Black Diamond Proposition No. 1 – Change in Plan of Government:

Changing the current plan of government from a Mayor-Council plan of government under the provisions of RCW Chapter 35A.12 to a Council-Manager plan of government under the provisions of RCW Chapter 35A.13. If Proposition 1 is approved, the current Mayor-Council plan of government will be abandoned and reorganized as a Council-Manager plan of government. Under the Council-Manager plan of government, the Mayor would no longer be elected and instead would be appointed from among the members of the City Council to serve as the ceremonial head of the City with no administrative duties. The current Mayor would serve out the remainder of his or her term as an additional Council Member and this additional council position would terminate at the conclusion of his or her term. Current Council Members would also serve out the remainder of their terms. The City Council will retain the same powers as granted to the City Council under a

Ms. Sherril Huff, Director
King County Elections
August 9, 2012
Page 2

Mayor-Council form of government, with the exception of those powers reserved to the City Manager. The City Council would be required to appoint a qualified person to be City Manager as the chief executive officer of the City and head of the administrative branch of the city government. The City Manager would be responsible to the City Council for the proper administration of all affairs of the City. The reorganization would also result in an increase in the size of the City Council from five members to seven members.

Please let me know if you have any questions or concerns.

Very truly yours,

KENYON DISEND, PLLC



Chris Bacha

Cc: Pete Butkus
Brenda Martinez

**CITY OF BLACK DIAMOND
WASHINGTON**

RESOLUTION NO. 12-825

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON; REPLACING AND SUPERSEDING RESOLUTION NO. 12-824; CALLING FOR A SPECIAL ELECTION TO VOTE ON THE PROPOSITION OF WHETHER OR NOT THE CITY SHOULD ABANDON THE PRESENT FORM OF SAID CITY AS A MAYOR – COUNCIL PLAN OF GOVERNMENT AND REORGANIZE UNDER THE GENERAL LAW RELATING TO CITIES OF THE COUNCIL – MANAGER PLAN OF GOVERNMENT.

WHEREAS, numerous citizens have expressed their dissatisfaction with the Mayor – Council form of government and seek professional management that reports to the City Council as provided in RCW Chapter 35A.12; and

WHEREAS, numerous citizens have expressed satisfaction with the present classification of City government and believe it to have been effective; and

WHEREAS, State law provides that a change of the form of government can be proposed and placed on the ballot by resolution of the City’s legislative body for the voters to decide what form of government their City should have; and

WHEREAS, State law also provides that the proposal can be placed on the ballot at a special election in conjunction with the 2012 general state election to be held on November 6, 2012;

WHEREAS, the City Council has determined to call for a special election to be held in conjunction with the state general election on November 6, 2012 and to submit to the qualified electors the question of abandoning the Mayor-Council form of Governing and re-organizing under a plan of a Council-Manager form of government as prescribed at RCW Chapter 35A.13;

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

Section 1. It is proposed that the present form of the City of Black Diamond as a Mayor-Council plan of government be abandoned. It is further proposed that the City reorganize and adopt the Council-Manager plan of government as prescribed at RCW Chapter 35A.13.

Section 2. The City Council hereby requests the King County Director of Elections to hold a special election in conjunction with the state general election on November 6, 2012 and to

submit to the qualified electors of the City of Black Diamond a proposition for abandonment of the Mayor-Council plan of government and adoption of the Council-Manager plan of government.

Section 3. The City Council hereby requests that the City Attorney perform the City Attorney's statutory duty to prepare the ballot title and statement of the proposition as provided in RCW 35A.06.050 and RCW 35A.29.120.

Section 4. A certified copy of this resolution, together with the ballot title and statement of proposition as prepared by the City Attorney, shall be transmitted by the City Clerk to the King County Department of Records and Elections no later than August 7, 2012.

Section 5. This resolution shall replace and supersede Resolution No. 12-824 in its entirety.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 31ST DAY OF JULY, 2012.

CITY OF BLACK DIAMOND

Craig Goodwin, Mayor Pro-Tem

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

Chris Bacha,
Kenyon Disend, PLLC
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

CITY OF BLACK DIAMOND

Proposition No. 1

Change in the Plan of Government

Proposition No. 1, Change in Plan of Government. The City of Black Diamond currently operates as a Mayor-Council plan of government under the provisions of RCW Chapter 35A.12 with an elected mayor as chief executive. Shall the City of Black Diamond abandon its present Mayor-Council plan of government and adopt in its place the Council-Manager plan of government under the provisions of RCW Chapter 35A.13 with an appointed city manager as chief executive?

Yes

No

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No. Workshop Item 3L Meeting Date: January 22, 2013
Subject: Amending City Council Rules and Prepared by: City Council
Procedures

Summary: At the January 7, 2013, Workshop the Council discussed Committee Assignments and a new *Claims Committee*. At its January 14, 2013, regular meeting, the Council remanded this item back to Workshop for further discussion of amending its Rules and Procedures.

Attachments: Redline – Council Rules and Procedures



Pacific City Council
Rules of Procedure

Pacific City Council: Rules of Procedure

Adopted: January 2004

Revised: [January 28, 2013](#)[April 2, 2012](#)

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Part 14	<u>Miscellaneous</u>	Page 18



Pacific City Council

Rules of Procedure

Part 1: General Provisions

A.	Voting <ol style="list-style-type: none">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.2. A council member abstaining from a vote should excuse him or herself until the vote has concluded.3. A simple voice vote may be used for minute actions and amendments to motions.
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B.	Election of Officers <ol style="list-style-type: none">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.2. The duties of the council president include the following:<ol style="list-style-type: none">a. Attend and participate at council meetingsb. Vote on all questions before councilc. Preside at council meetings in the absence of mayor and mayor pro-temd. Act as mayor whenever the mayor and mayor pro-tem is unable to perform the functions of that officee. Represent city in absence of mayor and mayor pro-tem;f. Attend committee meetings when another councilmember is unable to attend or delegate to another councilmember to ensure council representationg. Coordinate with the city clerk for council workshop/meeting agendas3. In conjunction with the above election, a Mayor Pro Tempore shall also be elected in a like manner.4. The duties of the mayor pro-tem include the following:<ol style="list-style-type: none">a. Attend and participate at council meetingsb. Vote on all questions before councilc. Preside at council meetings in the absence of mayord. Act as mayor whenever the mayor is unable to perform the functions of that officee. Represent city in absence of mayor5. The above elections shall be by affirmative motion.
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Pacific City Council

Rules of Procedure

Part 1: General Provisions cont.

C.	City Council Committees	<p>The committee structure of the council and the procedure governing all committees shall be as follows:</p> <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. 5.6. Claims Committee: <u>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.</u> 6.7. All committees shall meet not less than quarterly for the purposes of fulfilling their obligations
D.	City Council Committee Chairs	<p>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.</p>
E.	City Council Committee chair responsibilities	

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Pacific City Council Rules of Procedure

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.	External Council Committees and special positions
	<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 Forum b. Suburban Cities Association (SCA) c. South County Area Transportation Board (SKTBd) d. Pierce County Regional Council (PCRC)

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G.	Special Ad Hoc Citizen Advisory Committees
	<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>

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H.	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.
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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. | Formatted: Justified |
| B. Pacific City Council Meetings will be held on 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 | Formatted: Justified |
| 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. | Formatted: Justified |
| D. The Council, by majority vote, may continue any regular or special meeting to a time specified in the motion. | Formatted: Justified |
| 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) | Formatted: Justified |
| 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

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 Mayors 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. 	Formatted: Justified
B.	<p>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. 	Formatted: Justified
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 rule, subject to appeal by any member of the Council 4. 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. 	Formatted: Justified
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>	Formatted: Justified
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>	Formatted: Justified



Pacific City Council
Rules of Procedure

Part 4: Council Agenda

A.	<p>Functions of agenda</p> <p>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.</p>
B.	<p>Introduction and removal of items</p> <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.	<p>Agenda data</p> <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.	<p>Agenda deadlines</p> <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.

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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.

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Pacific City Council
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Part 5: Remarks and Debate

A.	<p>Speaking to Motion 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>	Formatted: Justified
B.	<p>Interruption No member of the Council or the Mayor shall interrupt or argue with any other member while such member has the floor.</p>	Formatted: Justified
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. 	Formatted: Justified
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. 	Formatted: Justified
E.	<p>Challenge to Ruling 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>	Formatted: Justified
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>	Formatted: Justified



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.
	<ol style="list-style-type: none">1. Call to order by the Presiding Officer2. Pledge of Allegiance3. Roll Call4. Approval of Agenda5. Citizen comments<ol style="list-style-type: none">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 mater 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 Hearings7. Reports of Mayor, Staff, Committees, and City Councilmembers8. Unfinished Business9. New Business10. Ordinances and Resolutions11. Consent Agenda<ol style="list-style-type: none">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 Review14. Adjournment

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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 Specific 8. To Amend 9. To Substitute 10. To Postpone Indefinitely 11. Main Motion 12. 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. 	Formatted: Justified
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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>	Formatted: Justified
C.	<p>Debate</p> <p>The motions above enumerated are debatable except where otherwise designated.</p>	Formatted: Justified



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.	Formatted: Justified
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.	Formatted: Justified
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>	Formatted: Justified
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. 	Formatted: Justified Formatted: Justified
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.	Formatted: Justified
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.	Formatted: Justified
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.	Formatted: Justified



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. | Formatted: Justified |
| 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. | Formatted: Justified |
| 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. | Formatted: Justified |



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. | Formatted: Justified |
| 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. | Formatted: Justified |



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). | Formatted: Justified |
| B. | The Council will follow all Rules and Procedures as outlined in RCW 42.12.070(6) or these rules, whichever is greater. | Formatted: Justified |
| 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. | Formatted: Justified |



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.
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B.	Amendments to these rules Amendments to these rules shall be made by resolution and shall require two readings.
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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
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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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