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

September 15, 2014
Monday

Workshop
6:30 p.m.

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

2. **ROLL CALL OF COUNCIL MEMBERS**

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

4. **DISCUSSION ITEMS**

(3) **A.** **AB 14-157:** Tablet Training and Discussion of current policies (30 min.)
(Richard Gould)

(17) **B.** **AB 14-159: Resolution No. 2014-201**: Authorizing the execution of the **2014-2019** King County /City of Pacific Special Property Tax Levy Agreement. (5 min.)
(Jack Dodge)

(35) **C.** **AB 14-160: Ordinance No. 2014-1873:** Transferring the existing rates and charges for sewer service, connection fees and inspection fees from resolution form to an ordinance. (10 min.)
(Richard Gould)

(41) **D.** **AB 14-161: Ordinance No. 2014-1874:** Transferring the existing rates and charges for water service, both inside and outside city limits, water meter installation fees, water general facilities charges and surcharges for customers of the city formerly served by the Webstone Water District from resolution form to an ordinance. (10 min.)
(Richard Gould)

5. **ADJOURN**

AGENDA ITEM NO. 4A

Agenda Bill No. 14-157

TO: Mayor Guier and City Council Members

FROM: Richard Gould, City Administrator

MEETING DATE: September 15, 2014

SUBJECT: Tablet Training and Discussion of Current Policy

ATTACHMENTS:

- 100-014 Mobile Communication Devices
- 500-009 Equipment Use, Guidelines and Procedures
- 500-011 Use of Computers and Internet Access
- Auburn Policy 200-16a cell phone & tablet

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

Summary: Scott Kolzow from Auburn IT will be present to distribute and provide training on the new Surface Pro 3 tablets being provided to Council.

Additionally, there will be a discussion of the current mobile communication device policy and internet usage policy. Policies to be reviewed/discussed include:

- 100-014 Mobile Communication Devices
- 500-009 Equipment Use, Guidelines and Procedures
- 500-011 Use of Computers and Internet Access
- Auburn Policy 200-16a cell phone & tablet

Recommended Action:

Motion for Consideration: **"I move to. approve"**

Budget Impact:

Alternatives:

Administrative Policy and Procedure		
Index:	**Title:**	**Effective Date:**
100-014	**Mobile Communication Devices**	**July 25, 2011 Res. 1092**

MOBILE COMMUNICATION DEVICES POLICY

DEFINITIONS

AGENTS - Current employees, officials and agents of the City of Pacific
MCDs - For the purpose of this Policy, Mobile Communication Devices (MCDs) are defined as cellular ("cell" or "mobile") telephones (including cell phones with two-way communication capability), Blackberries and other PDAs, pagers, wireless cards, and any other mobile communication devices.

DE MINIMIS USE - occasional but limited use of the resource if there is no actual cost or the cost to the City is so small as to be insignificant or negligible.

POLICY

Authorizing parties may assign MCDs to agents of the City (as defined below), or otherwise make a telephone available for use, when a valid mission-related purpose exists. As used in this policy, the term "agent" shall be defined as a person whose duties require frequent mobility, but who must remain readily accessible due to the specific nature of their duties, and those who must be available for emergency response or consultation after normal business hours.

An overarching concern of the City is the personal safety of employees and the public at large. Therefore, agents should use proper safety procedures at all times when using a MCD, but especially while operating equipment, driving on City business, or performing similar duties. Agents must adhere to all federal, state and local rules and regulations regarding the use of MCD while driving. Agents shall inform themselves as to health hazards associated with the use of cellular devices.

The primary use of all MCDs are for official city business. However, agents may use City provided MCDs for occasional personal use, provided that the personal use is de minimis, does not unduly burden the minutes available in the plan, and does not interfere with the performance of his or her duties of their position. Personal text, picture, video and email or other data use on City provided devices is prohibited. Agents are personally subject to additional costs attributed to charges above the plan assigned to them. Agents are also responsible for charges that exceed the pricing plan.

It is preferable that City-provided MCDs not be used for personal business, but in the event an agent elects to make or receive a personal call on a City-provided MCD, such personal calls

should be kept to a minimum, for short duration, and should be made on the agent's own time, such as during breaks or lunch, or before or after normal working hours.

All MCD data and messages contained within or transmitted via them are the property of City and are primarily intended for business use only. Agents are advised that they do not have any personal or proprietary rights over communication devices or e-mail accounts transmitted via City issued MCD. As such, those electronic records may be public records subject to Washington State's Public Disclosure Records Act (RCW 42.56)

Agents whose City-provided MCD have photo, video, or audio recording capabilities shall use such recording capabilities for official business only, at all times respecting the legal rights of all persons being recorded.

Agents must report if MCD is lost or stolen, to the authorizing party within 24 hours. Malfunctioning MCD is to be reported the authorizing party to arrange for replacement or repair. The City is not responsible for replacing MCD damaged by agent carelessness.

Agents shall not deal directly with the cellular vendor. This prevents unnecessary charges and maintains the consistency of the City's communication plan.

The authorizing party will evaluate each individual agent's duties and responsibilities and determine which appropriate MCD plan is appropriate.

The City Clerk's office will keep a record of the MCDs and the associated vendor's contact information. This information will be provided to the Clerk's office by the various authorizing parties. Authorizing parities are responsible for alerting the City Clerk's office when a decision is made to discontinue MCD service to an agent.

The use of a City issued MCD by any person in any illegal activity shall be grounds for immediate discharge from City of Pacific employment.

Failure to comply with this Policy regarding the use of MCDs may result in disciplinary action to include termination of MCD privileges and collection of any fees associated with the abuse of this policy.

An Agent who is issued a City-owned MCD must return the device to his or her employing department upon termination from employment or change of duty status.

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Conduct Policy and Procedure		
Index: **500-009**	**Title:** **Equipment Use Guidelines and Procedures**	**Effective Date:**

EQUIPMENT USE GUIDELINES AND PROCEDURES

City equipment is provided for the purposes of conducting City business. Any personal use of the equipment is a use of public assets and is a diversion of productive public service time and resource from the performance of City of Pacific business. On the other hand, the City recognizes it is the reality of today's workplace that employees have legitimate needs at times to contact family friends, and to take care of certain personal business during the workday.

These guidelines establish general parameters for use of City equipment, including limited personal usage. Employees are expected to exercise judgment and to use common sense when using City equipment. *Any personal use must be incidental and minimal , occur during breaks or nonworking hours, and in no way interfere with one's duties or responsibilities as a city employee, nor should it in any way interfere with or impede the access of others in conducting City business.* Failure to observe this or other guidelines/procedures in using City equipment will be considered inappropriate conduct and may establish cause for disciplinary action up to and including termination.

Personal use of City equipment is a privilege. It shall not be considered a benefit, a right, or a working condition.

This guideline is intended to address all office equipment including but not limited to copiers, printers, faxes, desktop or laptop computers, and other wireless devices, desktop and cellular (cell) phones.

Unless otherwise exempted by the Mayor, this policy applies to all employees, volunteers and/or others who use City equipment in the performance of their assigned roles and responsibilities.

Care of and Personal Responsibility for assigned equipment
For practical reasons and convenience, certain equipment will be assigned to individuals who will maintain custody and have use of the equipment such as pager, cell phone, laptop and other portable equipment. The individuals assigned the equipment shall be primarily responsible for the reasonable care of the equipment including access, use and storage.

If the equipment is lost or stolen, the supervisor should be notified promptly. Depending on the circumstance and the value of equipment missing, the City may require employee and/or their home owner insurance to replace the missing equipment.

In case of misuse or abuse, a Supervisor will report any recurring abnormal repair or replacement of equipment of a person, an operation, or departments to the Mayor for follow up as appropriate.

Designation of Usage

Department directors shall determine the type of equipment and usage plan that is appropriation specific positions. Department is also responsible to review the appropriateness of the usage plan periodically and request changes as needed.

Departments are responsible for providing inventory and usage of office electronic equipment on an annual basis. This report shall, at minimum, include:

- Cell phone cost by user for the department
- Long distance cost, if identifiable, by employee for the department
- Extended internet connection/usage time by employee for the department

Much of the equipment is connected to or through central systems that retain detailed usage logs and allow the City to access various reports for monitoring purposes. Such special reports will also be provided upon the request of a director and or the Mayor.

Conduct Policy and Procedure		
Index: **500-011**	**Title:** **Use of Computers** **Internet Access** **Internet Browsing**	**Effective Date:**

USE OF COMPUTERS, INTERNET ACCESS AND BROWSING

The use of City computers and the Internet access provided by the City is to be used to further the City's mission to provide effective service of the highest quality to the City's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the Internet for professional activities and career development. The various modes of Internet access are City resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications.

The use of the City automation systems, including computers, fax machines and all forms of Internet access is for City business and is to be used for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks) and does not result in expense to the City,.

Use is defined as excessive if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. City automation systems are City resources and are provided as business communications tools, Electronic communication should not be used to solicit or sell predicts, distract coworkers, or disrupt the workplace.

Use of City computers, networks, and Internet access is a privilege granted by managem4ent and may be revoked at any time for inappropriate conduct including, but not limited to:

- Sending chain letters
- Engaging in private or personal business activities
- Misrepresenting oneself of the City of Pacific Engaging in unlawful or malicious activates
- Using abusive, profane, threatening, racist, sexism, or otherwise objectionable language in either public or private messages
- Sending , receiving , or accessing pornographic materials
- Becoming involved in partisan politics
- Causing congestion, disruption, disablement, alteration or impairment of City networks or systems
- Infringing in any way on the copyrights or trademark rights of others
- Using recreational games
- Defeating or attempting to defeat security restrictions on City systems and applications

Unless specifically granted in this policy, any non-business use of the City's automation systems is expressly forbidden.

All City policies and procedures apply to employees conduct on the Internet, especially but not exclusively, relating to:

- Intellectual property
- Confidentiality
- City information dissemination
- Standards of conduct
- Misuse of City resources
- Anti-harassment
- Information and data security

Violation of these policies and/or state and federal laws could result in disciplinary action up to and including dismissal and/or possible criminal prosecution.

CITY OF AUBURN WASHINGTON

ADMINISTRATIVE POLICY AND PROCEDURE

TITLE: CELLULAR PHONE & TABLET			SUBJECT: INNOVATION & TECHNOLOGY	
			INDEX NUMBER: 200-16A	
EFFECTIVE DATE 01/22/13	SUPERSEDES NEW	PAGE 1 OF 3	PREPARED BY: Brenda Heineman	MAYOR'S APPROVAL

1.0 PURPOSE

To establish a policy that provides for and regulates cellular phone and tablet use by City employees.

2.0 ORGANIZATIONS AFFECTED

All departments/divisions

3.0 REFERENCES

RCW 46.61.667
WAC 204-10
Administrative Policy & Procedure 200-16
Administrative Policy & Procedure 200-18 Use of City Vehicles

4.0 POLICY

The City of Auburn recognizes that cellular phones and tablets are an important and necessary tool in the performance of certain employees' job duties. For those employees who have a valid business purpose, the City of Auburn provides cell phones and tablets for that employee's City business use. The determination of which City-owned devices and plans are appropriate for each employee will normally be made by the Innovation & Technology Department.

Cell phone and tablet use can create distractions for drivers. Employees are prohibited from texting, using e-mail, or performing any other operation with electronic equipment, while driving a vehicle on City business. If a cell phone must be used while driving, all employees must follow Washington State Law and use the cell phone in a "hands free mode." "Hands-free mode" means the use of a wireless communications device with a speaker phone, headset, or earpiece.

4.1 **Acquisition of City Cellular Phones and Services** - Cellular phones and cellular phone services must be acquired following both the City's purchasing policies and procedures and the most recent version of Administrative Policy 200-16 – Internet & Electronics Resources/Equipment Use. All City-provided cellular phone services and equipment are subject to the approval of the Innovation & Technology Director and the Department Director or their designees.

4.2 **Usage Policy** - The City of Auburn issues cellular phones to allow efficient and cost effective execution of City business. All City use cellular phones and services will be acquired and/or approved by the Innovation & Technology Department.

The City of Auburn audits all City-provided cellular phone services (voice minutes used, text messages sent/received, and data service use) which include a review of the monthly billing by the individual's supervisor.

Most wireless transmissions are not secure. Therefore, individuals using wireless services should use discretion in relaying confidential information. Reasonable precautions should be made to prevent equipment theft and vandalism to City-issued cellular phones.

Cellular phone use by a driver of City-owned vehicles or by a driver of a privately owned or leased/rented vehicle, when driving to or from City business, is prohibited unless "hands-free" is used.

When using a cell phone in the "hands-free mode" dialing of the phone shall only be done when the vehicle is stopped or through the use of voice activated commands. Texting while driving a vehicle is prohibited.

4.3 **Personal Use of City-Provided Cellular Phones** – City-provided cellular phone use is billed on a time-used basis and is intended for City business only. Emergency personal use should be limited to 3 minutes or less.

ACKNOWLEDGEMENT (01/13 Policy)

This is to acknowledge that I have read, understand, and will comply with Washington State Law regarding the use of "hands-free mode," the City of Auburn Internet & Electronic Communications Use Policy 200-16, Etiquette Guide, Cellular Phone & Tablet Policy, and City of Auburn Vehicle Use Policy 200-18.

I understand that failure to follow the provisions of these policies and State Law may result in restriction from, or revocation of, access to City electronic equipment and/or disciplinary action up to and including termination of employment.

I understand that the City of Auburn depends upon users to bring to its attention abuses of the system, and I agree to promptly notify my supervisor or the Systems Administrator if such abuses come to my attention.

Further, I hereby consent that the City of Auburn or its authorized representative may monitor, review, and/or copy any information on the electronic data processing system, including the electronic mail system, whether stored or in transit, at any time, and may, without further notice, disclose such information to any third party or parties, including government and law enforcement agencies.

Printed Employee Name: _____

Title: _____

Employee Signature: _____

Date: _____

AGENDA ITEM NO. 4B

Agenda Bill No. 14-159

TO:	Mayor Guier and City Council Members
FROM:	Paula Wiech, Planner
MEETING DATE:	September 15, 2014
SUBJECT:	King County 2014-2019 Special Tax Levy Agreement

ATTACHMENTS:

- Resolution No. 2014-201, Authorizing the Mayor to execute the 2014-2019 King County/City of Pacific Special Property Tax Levy Agreement;
- Proposed 2014-2019 King County/City of Pacific Special Property Tax Levy Agreement;
- Resolution No. 736, Authorizing the 2008-2013 King County/City of Pacific Special Property Tax Levy Agreement.

Previous Council Review Date: None

Summary:
On May 27, 2008, the City Council passed Resolution No. 736, authorizing then mayor, Richard Hildreth to sign the 2008-2013 King County/City of Pacific Special Property Tax Levy Agreement, which provided funds for acquiring and developing parks, open space, and trails of regional significance.

On August 6, 2013, King county voters approved Proposition No. 1 Parks Levy that authorized an additional six year Property Levy Tax. King County has now provided an updated 2014-2019 King County/City of Pacific Special Property Tax Levy Agreement for the Mayor's signature.

Recommendation/Action: Staff recommends Council approve Resolution No. 2104-0xx.

Motion for Consideration: Move to approve Resolution No. 2014-0xx, a resolution of the City Council of the City of Pacific, Washington, authorizing the mayor to execute the King County special property tax levy agreement.

Budget Impact: The City will receive funding of approximately $10,950 per year for years 2014 to 2019 for the purpose of acquiring and developing parks, open space, and trails of regional significance.

Alternatives: Deny the measure and do not accept the funds.

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2014-201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE KING COUNTY/CITY OF PACIFIC SPECIAL PROPERTY TAX LEVY AGREEMENT

WHEREAS, on August 21, 2007, the voters of King County approved a six year Special Property Tax Levy that provided for an inflation adjusted property tax lid lift for the acquisition of additional park, open spaces and improvements to trail facilities within the County; and

WHEREAS, this Levy provided a portion of funds to be returned to the cities for local activities that are consistent with the enacting King County Ordinance; and

WHEREAS, the Agreement provided over $9,200 in annual funds distributed to the City for acquisition of parks and open space, and acquisition and development of City trails that are of regional significance; and

WHEREAS, the Agreement required the City of Pacific to provide an annual reporting to King county, delineating the use of and accounting of Levy funds; and

WHEREAS, on August 6, 2013, the voters of King County approved Proposition No. 1 Parks Levy that authorized an additional six year Property Tax Levy; and

WHEREAS, King County has now provided an updated Parks Property Tax Levy Agreement between King County and the City of Pacific, and estimates of approximately $10,950 in annual funds; and

WHEREAS, "City Projects" shall mean the City's local park system projects consistent with King County Ordinance 17568,

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

Section 1. The Council hereby authorizes the Mayor to execute a Special Property Tax Levy Agreement between King County and the City of Pacific relating to terms and conditions of the distribution, expenditure, accounting and reporting of funds for the 2014 to 2019 Agreement period.

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 22ND DAY OF SEPTEMBER 2014.

CITY OF PACIFIC

_____

Leanne Guier, Mayor

ATTEST

_____

Amy Stevenson-Ness, City Clerk

Approved as to Form:

_____

Carol Morris, City Attorney

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & THE CITY OF PACIFIC

This Parks Property Tax Levy Agreement (the "Agreement") is made and entered into as of _____, 2014, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the City of Pacific, a State of Washington municipal corporation ("CITY").

RECITALS

A. The County owns and operates a park system with over twenty-eight thousand (28,000) acres of regional parks and open spaces and over one hundred seventy-five (175) miles of regional trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.

B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets.

C. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities.

D. In November 2006, the County Executive created the Parks Futures Task Force to recommend a funding plan for the current County park system, and to examine what steps should be taken, if any, regarding future park system acquisitions.

E. In June of 2012, the County Executive convened the King County Parks Levy Task Force to recommend a funding plan for the current park system and to examine how to address the parks and recreation needs of King County residents in the future.

F. The King County Parks Levy Task Force recommended that the County replace the expiring levies and put a ballot measure before the voters in 2013 that requests a six-year inflation adjusted property tax levy lift at a total rate of $0.1901 per one thousand dollars of assessed value with a percentage of the levy proceeds to be distributed to cities for their local parks system projects.

G. On April 30, 2013, the King County Council adopted Ordinance 17568 which called for a special election in accordance with RCW 29A.04.321 to authorize an additional 6-year property tax levy for specified park purposes..

H. On August 6, 2013, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of $0.1877 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County's parks system, improving parks, recreation and mobility by acquiring open space, expanding park and recreation opportunities, continuing to develop regional trails; repairing, replacing, and improving local parks and trails in King County's cities; and funding environmental educations, maintenance, conservation, and capital programs at the Woodland Park Zoo.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. "Annual Report" shall mean the annual report prepared by the CITY and provided to the County annually by May 1 beginning in 2015 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2015 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.

B. "CITY" shall mean the City of Pacific, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

C. "CITY Proceeds" shall mean seven percent (7%) of the total County Levy Proceeds collected by King County and any interest earnings on these funds

D. "CITY Projects" shall mean the City's local park system projects consistent with Ordinance 17568.

E. "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

F. "County Council" shall mean the County Council of King County, State of Washington.

G. "County Levy" means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy

that was approved by the County voters on August 6, 2013 that replaced two levies expiring at the end of 2013.

H. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.

I. "Executive" shall mean the King County Executive or his or her functional successor.

J. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.

K. "Regional trail system" shall mean the system-wide non-motorized network of designated off-road, shared-use paths, trails, or greenways for recreation and regional mobility.

2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring on December 31, 2019 (the "Termination Date").

3. Receipt of County Levy Proceeds.

A. Generally. Each year the County shall distribute the CITY's proportionate share of the CITY Proceeds to the CITY as authorized by Ordinance 17568, subject to Council appropriation.

B. Receipt and Distribution of Levy Proceeds.

1. Payment Schedule. Beginning in 2014 and through 2019, the County shall transfer the CITY Proceeds to the CITY on a quarterly basis. The annual amounts transferred shall never exceed the CITY's proportionate share of the CITY Proceeds actually collected and appropriated by King County.

2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from CITY Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 17568.

4. Use of County Levy Proceeds. The City shall only use the transferred City Proceeds for its City Projects. On or before May 1 of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the City Proceeds were expended on CITY Projects. The City shall maintain financial records to account separately for the City Proceeds.

5. Representations and Warranties. The CITY represents and warrants that all CITY Proceeds received by the CITY shall be used only for specific CITY Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funds. The CITY

represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 17568. The CITY represents and warrants that in addition to the CITY's proportionate share of the CITY's Proceeds, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.

6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the City's local parks system during the Term shall be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given be other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

   If to the CITY:

   CITY's Contact and Title: Mayor Leanne Guier
   City Name: The City of Pacific
   Mailing Address1: 100 - 3rd Avenue S.E.
   Mailing Address2:
   City, State, Zip Code: City of Pacific, WA 98047

   If to King County:

   Kevin R. Brown, Division Director
   King County Parks and Recreation Division
   Department of Natural Resources and Parks
   201 South Jackson
   Mailstop: KSC-NR-0700
   Seattle, WA 98104

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules and orders.

9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The City agrees that if the State Auditor makes an audit finding that the levy proceeds have not been spent properly, the City shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall

not be diminished or extinguished by the prior termination of the Agreement pursuant to the Duration of Agreement or the Termination Sections.

10. Miscellaneous.

A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (reps) and County (reps) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.

C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall

not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.

D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.

E. Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.

G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

I. Time of Essence. Time is of the essence of each provision of this Agreement.

J. Signage. For each capital project funded with County Levy Proceeds, the CITY shall provide a sign including the following language: This project was funded (or as applicable, funded in part) with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2013 under an Agreement with King County Parks and Recreation Division.

DATED this ____ day of _____, 2014.

KING COUNTY, a Washington municipal corporation

By _____

Its _____

By authority of Ordinance No. 17568
CITY OF PACIFIC, a
Washington Municipal Corporation

By _____
Leanne Guier

Its ____Mayor_____

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 736

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE KING COUNTY/CITY OF PACIFIC SPECIAL PROPERTY TAX LEVY AGREEMENT

WHEREAS, on August 21, 2007, the voters of King County approved a 6 year Special Property Tax Levy that provided for inflation adjusted property tax lid lift for the acquisition of additional park, open spaces and improvements to trail facilities within the County; and

WHEREAS, this Levy provided a portion of funds to be returned to the cities for local activities that are consistent with the enacting King County Ordinance; and

WHEREAS, the Agreement provides approximately $9,200 in annual funds (less the County's 1% annual administrative deduction) distributed to the City for acquisition of park and open space; and acquisition and development of City Trails that are of regional significance; and

WHEREAS, the Agreement requires the City of Pacific to provide an annual reporting to King County, delineating the use of and accounting of Levy funds.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute a Special Property Tax Levy Agreement between King County and the City of Pacific relating to terms and conditions of the distribution, expenditure, accounting and reporting of funds.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th Day of May, 2008

CITY OF PACIFIC

Mayor Richard Hildreth

ATTEST/AUTHENTICATED:

Sandy Paul - Lyle, City Clerk

Approved as to form:

Albert Abuan, City Attorney

Filed with the City Clerk
Passed by the City Council:
Effective Date:
Resolution No. 736

EXHIBIT "A"

KING COUNTY & CITY OF PACIFIC

SPECIAL PROPERTY TAX LEVY AGREEMENT

This Special Property Tax Levy Agreement (the "Agreement") is made and entered into as of _____, 2008, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the City of Pacifc, a State of Washington municipal corporation. ("City").

RECITALS

WHEREAS, the County owns and operates a park system with over twenty-five thousand (25,000) acres of regional parks and open spaces and over one hundred seventy-five (175) miles of regional trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas; and

WHEREAS, since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets; and

WHEREAS, consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities; and

WHEREAS, in November 2006, the County Executive created the Parks Futures Task Force to recommend a funding plan for the current County park system, and to examine what steps should be taken, if any, regarding future park system acquisitions; and

WHEREAS, the Task Force recommended, among other things, that the County place before the voters a recommendation for a new $0.05, six-year, inflation adjusted property tax lid lift to expand park and recreation opportunities, one cent of the five-cent acquisition levy proceeds be distributed to cities for acquisition and development of open space and natural lands and city trail projects that support connections to the regional trail system, defined to include both county regional trails and city trails that are regional in nature, and may specifically include local trails in underserved areas linking to city of county trails that connect to regional trails; and

WHEREAS, under state law, the Special Property Tax Levy funds may not supplant certain existing funds, as defined in RCW 84.55.050, used for the same purposes; and
WHEREAS, on May 7, 2007, the King County Council adopted Ordinance 15760 which called for a special election in accordance with RCW 29A.04.321 to consider the Special Property Tax Levy; and

WHEREAS, on August 21, 2007, the voters of King County approved the Special Property Tax Levy;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

   1.1 "Annual Report" shall mean the annual report prepared by the City and provided to the County annually by May 1 beginning in 2009 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the City funded in whole or in part by County Levy

Proceeds, and for the 2009 annual report the City shall identify the dollar amount of the City's Existing Funds.

1.2 "City" shall mean the City of Pacific, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

1.3 "City proceeds" shall mean twenty percent (20%) of the total County Levy Proceeds collected by King County, specifically allocated by King County Ordinance 15760 for city projects.

1.4 "City projects" shall mean the acquisition of open space and natural lands and the acquisition and development of county regional trails or City trails that are regional in nature, and may specifically include local trails in underserved areas linking to city or county trails that connect to regional trails, consistent with Ordinance 15760.

1.5 "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

1.6 "County Council" shall mean the County Council of King County, State of Washington.

1.7 "County Levy" means the Open Space, Regional Trails, and Woodland Park Zoo levy lid lift approved by the County voters on August 21, 2007.

1.8 "County Levy Proceeds" shall mean the principal amount raised by the County Levy, any interest earnings on the funds and the proceeds of any interim financing.

1.9 "Executive" shall mean the King County Executive or his or her functional successor.

1.10 "Existing funds" shall mean those funds, as defined by RCW 84.55.050, from the City's actual operating expenditures for the calendar year 2007 used to fund City projects. Actual operating expenditures shall not include lost federal funds, lost or expired state grants or loans, extraordinary events not likely to re-occur, and major nonrecurring capital expenditures.

1.11 "Regional trail system" shall mean the system-wide non-motorized network of designated off-road, shared-use paths, trails, or greenways for recreation and regional mobility.

2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring on December 31, 2014 (the "Termination Date").

3. Receipt of County Levy Proceeds.

3.1 Generally. The County shall distribute the City's proportionate share of the City Proceeds to the City pursuant to the schedule identified in Section 3.2 below; provided that, the County shall only have a duty to distribute the City Proceeds in accordance with the requirements of King County Ordinance 15760.

3.2 Receipt and Distribution of Levy Proceeds.

3.2.1 Payment Schedule. Throughout the term of the Levy, the County shall transfer the City Proceeds to the City on a monthly basis. Annual amounts shall be adjusted as set forth in the Levy, but the actual amounts transferred shall never exceed the City's proportionate share of the City Proceeds actually received by the County.

3.2.2 Administrative Fee. The Parties agree that the County has authority to deduct up to one percent (1%) from City Proceeds for expenditures related to the administration of the distribution of County Levy Proceeds.

4.1 Use of County Levy Proceeds. On or before May 1 of each year throughout the Term of this Agreement, the City shall provide the County with a copy of the Annual Report and provide any further documentation showing that the County Levy Proceeds were expended on City Projects.

4.2 Representations and Warranties. The City represents and warrants that all City Proceeds received by the City shall be used only for specific City Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funding. The City represents and warrants that all City Projects shall be consistent with the requirements in King County Ordinance 15760. The City represents and warrants that in addition to the City's proportionate share of the City's Proceeds, the City shall annually expend on City Projects an amount equal to the City's Existing Funds.

5. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the Premises during the Term shall be and remain the properties of City and shall not be deemed property of the County under any circumstances.

6. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated two City business days from the time of mailing if mailed as provided in this section. For convenience of the parties, copies of notices may also be given be other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the City:

City Clerk
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

If to King County:

Kevin Brown, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson, Suite 700
Seattle, WA 98104

7.1 Compliance with Laws. The City shall comply and conform with all applicable laws and all governmental regulations, rules and orders.

7.2 City Agreement to Repay. The City agrees that it is financially responsible for and shall repay King County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the WPZS, its officers, employees, agents, and/or representatives. This duty to repay King County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Duration of Agreement or the Termination Sections.

8. Miscellaneous.

8.1 Liability of the County. The County's obligations to the City under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

8.2 Dispute Resolution. In the event of a dispute between the City and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the City (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the City (reps) and County (reps) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available.

8.3 No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.

8.4 Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.

8.5 Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the County and the City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

8.6 Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.

8.7 Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.

8.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

8.9 Time of Essence. Time is of the essence of each provision of this Agreement.

9.0 Signage. For each capital project funded with County Levy Proceeds, the City shall provide a sign including the following language: This project was funded (or as applicable, funded in part) with proceeds from the Open Space, Regional Trails, and Woodland Park Zoo levy lid lift approved by King County voters in August 2007 under an Agreement with King County Parks and Recreation Division.

DATED this 27th day of May, 2008.

KING COUNTY, a Washington municipal corporation

By _____

Its _____

By authority of Ordinance No. 15760

CITY OF Pacific, a Washington municipal corporation

By _____

Its mayor

AGENDA ITEM NO. 4C

Agenda Bill No. 14-160

TO:	**Mayor Guier and City Council Members**
FROM:	**Public Works**
MEETING DATE:	**September 22, 2014**
SUBJECT:	**Sewer Rates**
ATTACHMENTS:	**Ordinance 2014-1873**

Summary: The City Council last increased the Sewer Rates effective April 1, 2014. However they were passed by resolution and the City Attorney has advised the City Staff to pass any utility rate increases by ordinance. The proposed Ordinance would not affect the current rates effective April 1, 2014. This is simply a matter of "housekeeping" adopting a new section 14.24.001, amending 14.24.010 and 14.24.020 to the Pacific Municipal Code rendering resolutions 14-104 & 14-105 of no force and effect.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2014-1873

Motion for Consideration: Move to approve Ordinance No.2014-1873, an ordinance of the City of Pacific, Washington, relating to rates for sewer service, connection fees and inspection fees, transferring the existing rates and charges from resolution form to an ordinance.

Budget Impact: none.

Alternatives: N/A

DRAFT – September 5, 2014

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2014-1873

AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO RATES FOR SEWER SERVICE, CONNECTION FEES AND INSPECTION FEES, TRANSFERRING THE EXISTING RATES AND CHARGES FROM RESOLUTION FORM TO AN ORDINANCE, WITHOUT ANY CHANGE TO THE EXISTING RATES AND CHARGES, AS A HOUSEKEEPING ISSUE, ADOPTING A NEW SECTION 14.24.001, AMENDING 14.24.010 AND 14.24.020 TO THE PACIFIC MUNICIPAL CODE RENDERING RESOLUTION NO. 14-105 AND _____ OF NO FORCE AND EFFECT.

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

WHEREAS, the City desires to insert such rates and charges into ordinance form and to codify such rates and charges; Now, Therefore,

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

Section 1. The rates and charges in City of Pacific Resolution No. 14.105 are hereby included in this Ordinance, and Resolution No. 14.105 has no force and effect after the effective date of this Ordinance.

Section 2. A new Section 14.24.001 is hereby added to the Pacific Municipal Code, which shall read as follows:

14.24.001 Monthly Sanitary Sewer Rate.

A. The monthly sanitary sewer rate for single-family homes, single-family residences, manufactured homes and mobile homes shall be: $59.79 for each residential unit ($39.79 Metro charge and $20.00 city of Pacific charge).

B. The monthly sanitary sewer rate for non-residential and multiple residential uses shall be based on water usage as determined by water meter readings with a basic unit price of $59.79 charged for the first 700 cubic feet of water consumption. Fractions of cubic feet over 700 cubic feet will be charged at $8.54 per 100 cubic feet. A minimum $59.79 will be charged for non-residential and multi-family residential use (duplexes, apartments, mobile home parks, etc.).

Section 3. Section 14.24.010 of the Pacific Municipal Code is hereby amended to read as follows:

14.24.010 New connection – fee. ~~There shall be a fee as established by city resolution for every new connection to the sewer system of the city.~~ Every new connection to the City sewer system shall be charged as follows:

General Facility Charges

1.	Charge per ERU (Inside City Limits)	$2,000.00
	Charge per ERU (Outside City Limits)	$3,000.00
2.	ERUs shall be calculated per the King County Department of Natural Resources and Parks Wastewater Treatment Division Residential Sewer Use Certification Sewage Treatment Capacity Charge" or "Non-Residential Sewer Use Certification" worksheets.	
3.	The minimum Charge shall be 1 ERU.	

Section 4. Section 14.24.020 of the Pacific Municipal Code is hereby amended to read as follows:

14.24.020 Inspection – fee. ~~There shall be an inspection fee as established by city resolution for all connections to the sewer system.~~ Prior to connection to the City's sewer system, all new connections shall be inspected and the following charges imposed:

Sewer Installation Inspection $150.00

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

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

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

PASSED by the City Council of Pacific this ___nd day of ____, 2014.

_____

Leanne, Guier, Mayor

AUTHENTICATED:

_____
Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:
Office of the City Attorney

_____
Carol Morris, City Attorney

PUBLISHED:
EFFECTIVE DATE:

AGENDA ITEM NO. 4D

Agenda Bill No. 14-161

TO:	**Mayor Guier and City Council Members**
FROM:	**Public Works**
MEETING DATE:	**September 22, 2014**
SUBJECT:	**Water Rates**
ATTACHMENTS:	**Ordinance 14 – 1874**

Previous Council Review Date:

Summary: The City Council last increased the Water Rates effective April 1, 2014. However they were passed by resolution and the City Attorney has advised the City Staff to pass any utility rate increases by ordinance. The proposed Ordinance would not affect the current rates effective April 1, 2014. This is simply a matter of "housekeeping" amending 14.56.060, 14.56.070 and adopting a new section 14.88.010 to the Pacific Municipal Code rendering resolutions 14-104 & 14-105 of no force and effect.

Recommendation/Action: Staff recommends Council approve Ordinance No. 14-1874

Motion for Consideration: Move to approve Ordinance No.14 – 1874, an ordinance of the City of Pacific, Washington, relating to rates for water service both inside and outside city limits, water meter installation fees, water general facilities charges and surcharges for customers of the city formerly served by the Webstone Water District, transferring the existing rates and charges from resolution form to an ordinance.

Budget Impact: None.

Alternatives: N/A

AGENDA ITEM NO. 4D

DRAFT – September 5, 2014

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO RATES FOR WATER SERVICE BOTH INSIDE AND OUTSIDE CITY LIMITS, WATER METER INSTALLATION FEES, WATER GENERAL FACILITIES CHARGES AND SURCHARGES FOR CUSTOMERS OF THE CITY FORMERLY SERVED BY THE WEBSTONE WATER DISTRICT, TRANSFERRING THE EXISTING RATES AND CHARGES FROM RESOLUTION FORM TO AN ORDINANCE, WITHOUT ANY CHANGE TO THE EXISTING RATES AND CHARGES, AS A HOUSEKEEPING ISSUE, AMENDING PACIFIC MUNICIPAL CODE SECTIONS 14.56.060, 14.56.070 AND ADOPTING A NEW SECTION 14.88.010; RENDERING RESOLUTION NO. 14-104 AND _____ OF NO FORCE AND EFFECT.

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

WHEREAS, the City desires to insert such rates and charges into ordinance form and to codify such rates and charges; Now, Therefore,

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

Section 1. The rates and charges in City of Pacific Resolution No. 14.104 are hereby included in this Ordinance, and Resolution No. 14.104 has no force and effect after the effective date of this Ordinance.

Section 2. The general facilities charges for water in City of Pacific Resolution No. 482 are hereby included in this Ordinance, and Resolution No. 482 has no force and effect after the effective date of this Ordinance.

Section 3. Subsections 14.56.060(A) through (C) of the Pacific Municipal Code are hereby amended to read as follows:

14.56.060 Installation – Fees and regulations.

A. All water services within the city limits and without the city limits shall be metered. There shall be a fee for meter installation ~~as established by city resolution~~ as follows:

Meter Size (Drop In)	Amount
5/8" to 3/4"	$400.00
1"	$450.00
1 1/2"	$650.00
2"	$850.00

Full Installation (Tap. Meter, Setter) Cost plus time and materials

B. Materials used are to be at the discretion of the public works director or designee. There shall be an additional charge for the installation of any meter in an existing sidewalk area as established above. ~~By city resolution.~~ The director shall have the final decision as to the meter location.

C. In addition to other applicable fees, the City shall charge property owners applying to the City's water system a General Facilities Charge ~~as established by city resolution.~~ as follows:

1. Charge per ERU (Inside City Limits) $5,000.00
   Charge per ERU (Outside City Limits) $6,000.00
2. Non-Residential ERU Basis:

Restaurants	2.0 per 1,000 sq. ft.
Retail	0.2 per 1,000 sq. ft.
Office	0.5 per 1,000 sq. ft.
Warehouse	0.3 per 1,000 sq. ft.
Laundromat	0.4 per washing machine
Car Wash (automated)	5.0 each
Car Wash (small/hand)	3.0 each
Church	2.0 each
Daycare	2.0 each
Auto Service Station	2.0 each
Elementary School	3.0 per classroom
Junior High School	3.0 per classroom
High School	3.0 per classroom
Hotel – Motel	3.0 per classroom
Recreation Facilities w/ Pool	4.0 each

3. The minimum Charge shall be 1 ERU.

. . .

Section 4. Subsection 14.56.070(A) of the Pacific Municipal Code is hereby amended to read as follows:

14.56.070 Water Service Deposit.

A. There shall be a water service deposit ~~as established by city resolution~~ of $_____ deposited with the city clerk for each connection. The deposit shall be made by the property owner prior to installation of service.

. . .

Section 5. A new section 14.88.010 is hereby added to the Pacific Municipal Code, to read as follows:

14.88.010 Water Rates.

A. The monthly rate for water supplied by meter inside the City limits shall be as follows:

In City

Meter Size Base (inches)	Base Rate	Tier 1	Tier 2	Tier 3
5/8	$ 12.00	$2.00/CCF	$3.00/CCF	$4.00/CCF
1	$ 24.00	1-7	7.1-14	>14.1
1.5	$ 51.00	1-14	14.1-28	>28.1
2	$ 79.00	1-49	49.1-98	>98.1
3	$147.00	1-91	91.1-182	>182.1
4	$248.50	1-154	154.1-308	>308.1
6	$497.00	1-308	308.1-616	>616.1

Multi-family units are charged a base rate for each living unit on the receiving side of the meter. Tier rates are multiplied by the number of base units charged (*i.e.,* a triplex will be charged the first tier rate for 1-21 CCF, second tier rates for 21.1-42 CCF, etc.)

B. The monthly rates for water supplied outside the City limits shall be as follows:

Outside City

Meter Size Base (inches)	Base Rate	Tier 1	Tier 2	Tier 3
5/8	$ 13.20	$2.20/CCF	$3.30/CCF	$4.40/CCF
1	$ 26.40	1-7	7.1-14	>14.1
1.5	$ 56.10	1-14	14.1-28	>28.1
2	$ 86.90	1-49	49.1-98	>98.1
3	$161.70	1-91	91.1-182	>182.1
4	$273.35	1-154	154.1-308	>308.1
6	$546.70	1-308	308.1-616	>616.1

C. The following surcharges shall continue in effect for those customers of the City formerly served by the Webstone Water District:

User Category	Base Charge	Use Charge
Residential (5/8" meter)	$ 5.00	$0.50
Commercial (5/8" meter)	$ 5.00	$0.50
Commercial (1" meter)	$ 10.00	$0.50
Commercial (1-1/2 meter)	$ 25.00	$0.50
Commercial (2" meter)	$ 35.00	$0.50
Commercial (3" meter)	$ 65.00	$0.50
Commercial (4" meter)	$110.00	$0.50
Commercial (6" meter)	$220.00	$0.50

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 8. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of Pacific this ___nd day of ____, 2014.

_____
Mayor

AUTHENTICATED:

_____
City Clerk.

APPROVED AS TO FORM:
Office of the City Attorney

_____
Carol Morris, City Attorney
PUBLISHED:
EFFECTIVE DATE: