



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

November 24, 2014
Monday

Regular Meeting
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. AUDIENCE COMMENT**

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

5. REPORTS

- A.** Mayor
- B.** City Administrator
- C.** Court
- D.** Public Safety Department – Report Attached
- E.** Public Works Department
- F.** Community Development Department
- G.** Community/Senior/Youth/Services– Reports Attached
- H.** City Council Members
- I.** Boards and Committees
 - i.** Finance Committee
 - ii.** Governance Committee
 - iii.** Human Services Committee
 - iv.** Public Safety Committee
 - v.** Public Works Committee
 - vi.** Technology Committee
 - vii.** Park Board
 - viii.** Planning Commission
 - ix.** Pierce County Regional Council (PCRC)
 - x.** Sound Cities Association (SCA)
 - xi.** South County Area Transportation Board (SCATBd)
 - xii.** Valley Regional Fire Association (VRFA)

(3)

6. OLD BUSINESS

- (7) **A. Ordinance No. 2014-1882:** Relating to rates for solid waste, recyclables and compostables, requiring property owners to use the solid waste, recyclables and

compostables collection and disposal system as provided herein, fixing the charges for collection, including

- (25) **B. Resolution No. 2014-215:** Establishing procedures for consideration of altering speed limits on city streets.
- (29) **C. Resolution No. 2014-216:** Setting the date and time for a public hearing on December 8, 2014, at approximately 6:30 p.m. to review and take public comment on the proposed SEPA code revisions.
- (33) **D. Resolution No. 2014-217:** Authorizing the mayor to sign an agreement with King County Office of Emergency Management regarding the Regional Framework for Disasters and Planned Events.
- (51) **E. Resolution No. 2014-218:** Authorizing the execution of an amendment to an agreement to Valley Communications for 2015.
- (57) **F. Ordinance No. 2014-1881:** Adopting the Ad Valorem tax levy for the year 2015.

7. NEW BUSINESS

8. CONSENT AGENDA

- (65) **A.** Payroll and Voucher Approval
- (71) **B.** Approval of the minutes from the workshop of November 3, 2014, Special Meeting of November 3, 2014, and the regular meeting of October 27, 2014.

9. EXECUTIVE SESSION - For Collective Bargaining per RCW 42.30.140 (4)(a) for 20 minutes.

10. ADJOURN

Finance Committee Garberding, Jones, Kave Meets: 2 nd Tuesdays	December 9, 2014 6:30 p.m.	City Hall
Governance Committee Kave, Knudtson, Putnam	TBD 5:30 p.m.	City Hall
Human Services Committee Jones, Knudtson, Walker Meets 1 st Tuesday	December 2, 2014 5:30 p.m.	Senior Center
Park Board Meets 1 st Tuesday	December 2, 2014 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	November 25, 2014 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger (alt: Knudtson)	December 10, 2014 6:30 p.m.	City Hall
Public Works Committee Garberding, Putnam, Steiger Meets 1 st Wednesday	December 3, 2014 7:00 p.m.	City Hall
Technology Committee Jones, Knudtson, Walker Meets 3 rd Thursday	December 18, 2014 5:00 p.m.	City Hall

Council may add other items not listed on this agenda unless specific notification period is required.

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



For ADA accommodations, please contact City Hall at (253) 929-1105 prior to the meeting.

August Youth Services Council Report

		<u>Y.T.D.</u>	
Unduplicate Count	7	292	
<u>Education & Learning</u>			
Tiny Tot Program	0	508	
Computer Lab	62	268	
Arts & Crafts	106	347	
Board Games & Cards	46	196	
Story Time / KCLS	24	133	
Lego Building	57	93	
<u>Exercise</u>			
Bounce House & Exercise	86	469	
Open Gym	405	1,737	
Zumba	6	143	
Wiggles & Giggles	0	0	
<u>Social Events</u>			
Movie Day	61	177	
Wii Video Games	39	103	
Bingo	63	141	
Parent Participation	49	157	
<u>Nutrition</u>			
Summer Lunch Program	774	1,818	
Nutrition Snack Program	306	1,216	
Pop Corn Fridays	53	263	
Taco Tuesdays	84	590	
<u>Special Events</u>			
Summer BQ & Water Challenge	150	3	
<u>Rental Revenue</u>	225.00	6,885.00	
<u>Donations</u>			
	0	3,450.00	
<u>Fundraising</u>			
	2	1	381
Taco Tuesday	\$0.00	\$175.00	
Zumba	\$0.00	\$64.00	

MONTHLY TOTALS

Date: August	2013	2014
Participation Counts		
Demographics		
Pacific:	557	547
Algona:	135	117
Auburn:	105	97
Other:	156	203
Total Demographics	953	964
Activity		
Stone Soup:	131	137
Senior Nutrition Lunch:	335	300
Trips:	26	191
Transportation:	149	56
Drop-Ins:	215	110
Bread/Pantry:	152	160
Touch of Home/Crafts:	35	48
Cards/Puzzles/Games:	63	183
Volunteer:	192	171
Music/Jam Session:	225	265
Health Care: Hair Cuts, Foot, Exercise:	6	7
Meetings:	0	0
S.H.I.B.A.:	0	0
Bus Passes:	88	35
Meals on Wheels	3	3
Information	3	0
Movies and Bingo	0	20
FundRaiser		
Total Activities	1620	1691
Unduplicated:	0	8
Volunteer Hours		408.5
Donations		
Stone Soup:	\$15.00	
Gas for Trip:	\$38.00	
Craft:	\$52.00	
Coffee:	\$11.82	
General Money Donation:	\$15.99	



Agenda Bill No. 14-181

TO: Mayor Guier and City Council Members

FROM: Richard Gould, City Administrator

MEETING DATE: November 24, 2014

SUBJECT: Waste Management Composting Fee Increase

ATTACHMENTS:

- Letters from Waste Management
- Letter of Understanding
- Ordinance No. 2014-1882

Previous Council Review Date: 11/17/14

Summary: According to a letter mailed August 12, 2014, a new rule established by the Washington Department of Ecology took effect on June 30, 2014, which affects the current contract rates in place for composting. Cedar Grove provides handles the compostables collected by Waste Management and has indicated that a change in law will affect composting processing fees.

Section 7.3(d) of the current collection contract allows for adjustment of rates due to an increase in fees for the processing compostables if they are being processed at a third-party facility not owned or operated by Waste Management.

In the City of Pacific, the increase equals \$.27 and applies to the following services:

<u>Service</u>	<u>New Rate</u>
96 gallon cart, every-other-week	\$10.29
Senior discount 96 gallon cart every-other-week	\$ 9.26
Extra yard waste per 32 gallon equivalent	\$ 3.82
Commercial/Multi-family 96 gallon cart every-other-week	\$13.01

Recommended Action:

Motion for Consideration: I move to adopt Ordinance No. 2014-1882 relating to rates for solid waste, recycleables and compostables, requiring property owners to use the solid waste, recycleables, and compostables collection and disposal system as provided herein, fixing the charges for collection, including provisions allowing for liens to be imposed against property for which the collection service is rendered, establishing penalties for violations, setting the effective date for new rate increase as December 1, 2014, and adopting a new Chapter 14.02 in the Pacific Municipal Code.

Budget Impact:

Alternatives:



WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

August 12, 2014

Mayor Leanne Guier
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Dear Mayor Guier,

We understand you recently received a letter from Cedar Grove, informing you of a change in law that will affect composting processing fees. Please know that the change is due to recent adoption of a new Washington Department of Ecology rule as outlined in Washington Administrative Code 173-350-220(4)(f)(iii)(C) and (D), which focuses on facility operational plans.

In accordance with Section 7.3(d) of our current collection contract, we propose to increase contract rates to offset the processing fee increase. The pertinent contract language is as follows:

7.3 The Franchisee's service rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment provided by Section 7.2, the Franchisee's rates under this Agreement may, upon written request of Franchisee or Franchisor, which shall not be unreasonably withheld, be further adjusted on an interim basis for increased or decreased expenses associated with performance of the services hereunder due to any one or more of the following causes:

...

(d) any increase in fees for disposal of Solid Waste or the processing of Recyclables or Compostables, if such Solid Waste, Recyclables, or Compostables are being disposed of or processed at a third party facility not owned or operated by Franchisee;

...

Cedar Grove will be implementing a \$5.54/ton increase and our methodology for increasing customer rates as outlined in Exhibit A of the contract is as follows:

$$\frac{\text{Annual Yard Debris Tons} \times \text{Increase Per Ton \$}}{\text{Current \# of Yard Debris Services}} \times \frac{1}{12} = \text{Monthly Adjustment Rate Per Unit}$$

In your City, the increase equates to \$.27 and applies to the following services:

<u>Service</u>	<u>New Rate</u>
96 gallon Cart Every-Other-Week	\$10.29
Senior discount 96 gallon Cart Every-Other-Week	\$9.26
Extra yard waste per 32gal equivalent	\$3.82

For your convenience, we have attached a Letter of Understanding in addition to the amended rate sheet/Exhibit A to memorialize the change. Please review and let me or Laura Moser know if you have any questions or concerns. I will follow-up with you in the coming weeks unless you would prefer to mail back a signed copy of the LOU to my attention. Once the LOU is fully signed, the new rates as outlined in Exhibit A of the contract will take effect on September 1, 2014.

Sincerely,



Mindy Rostami
Senior Manager, Contract Compliance
Waste Management of Washington, Inc.

Enclosure: Letter of Understanding

cc: Laura Moser, Waste Management of Washington, Inc.
Ken Barnett, City of Pacific
Richard Gould, City of Pacific



WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

August 12, 2014

Mayor Leanne Guier
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Dear Mayor Guier,

We recently issued a letter informing you of a change in law that will affect composting processing fees in regards to our current collection contract. Please know that the letter failed to include the increase to Multifamily and Commercial rates.

Our methodology for increasing Multifamily and Commercial customer rates is as follows:

Multifamily and Commercial

$$\frac{\text{Annual Yard Debris Tons} \times \text{Increase Per Ton \$}}{\text{Total \# of Gallons picked up per week}} \times \frac{1}{12} = \text{Monthly Adjustment Rate Per Unit}$$

The attached revised Letter of Understanding memorializes the change to all applicable customer rates. Please review and let me or Laura Moser know if you have any questions or concerns. I will follow-up with you in the coming weeks unless you would prefer to mail back a signed copy of the LOU to my attention. Once the LOU is fully signed, the new rates as outlined in Attachment B of the contract will take effect on September 1, 2014.

Sincerely,

Mindy Rostami
Senior Manager, Contract Compliance
Waste Management of Washington, Inc.

Enclosure: Letter of Understanding
cc: Laura Moser, Waste Management of Washington, Inc.
Ken Barnett, City of Pacific
Richard Gould, City of Pacific



WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

August 12, 2014

Mayor Leanne Guier
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Re: Change in Law – Composting Fee Increase

Dear Mayor Guier,

The purpose of this Letter of Understanding (“LOU”) is to amend Exhibit A of the Contract for Solid Waste, Recycling, and Compostable Organics Collection, and Disposal between the City of Pacific and Waste Management of Washington, Inc. to reflect an increase in the composting fee as required by Cedar Grove and pursuant to Section 7.3(d) of the contract.

A new rule established by the Washington Department of Ecology will take effect on June 30, 2014, which affects the current contract rates in place for organics processing. The current collection contract allows for adjustment of rates due to an increase in fees for the processing Compostables if such Compostables are being processed at a third party facility not owned or operated by Franchisee. The parties agree that this increase is in accordance with Section 7.3(d) and Exhibit A, with revised rates as attached, will take effect September 1, 2014.

By signing below, each of the City and Waste Management acknowledges its approval and acceptance of the terms of this LOU and acknowledges that this LOU: (a) creates a legally binding obligation upon the parties, (b) shall be governed and constructed in accordance with the laws of the State of Washington regardless of any conflict of law provisions, (c) sets forth the entire agreement between the City and WM with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings and agreements with respect to the subject matter hereof, and (d) may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Sincerely,



Mindy Rostami
Senior Manager, Contract Compliance
Waste Management of Washington, Inc.

Acknowledged and agreed upon by:

CITY OF PACIFIC

WASTE MANAGEMENT OF
WASHINGTON, INC.

By: _____

By: _____

Its: _____

Its: _____

[Exhibit A on following page]

City of Pacific
Exhibit A - Service Rate Schedule

	120.17 2013 Disposal 120.17 2014 Disposal 0.00% % Increase New Rates Effective 09-01-14 CPI%			120.17 2013 Disposal 120.17 2014 Disposal 0.00% % Increase New Rates Effective 09-01-14 Cedar Grove Increase		
	2014 City Billed Rates			2014 City Billed Rates		
Residential Service	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	\$ 1.93	\$ 6.28	\$ 8.21	\$ 1.93	\$ 6.28	\$ 8.21
1 - 20 gal. Mini-Can	\$ 3.87	\$ 7.91	\$ 11.78	\$ 3.87	\$ 7.91	\$ 11.78
1 - 32 gal. Can	\$ 6.20	\$ 13.02	\$ 19.22	\$ 6.20	\$ 13.02	\$ 19.22
1 - 32 gal. Can with subscription recycle	\$ 6.20	\$ 11.50	\$ 17.70	\$ 6.20	\$ 11.50	\$ 17.70
2 - 32 gal. Cans	\$ 12.40	\$ 26.08	\$ 38.48	\$ 12.40	\$ 26.08	\$ 38.48
3 - 32 gal. Cans	\$ 18.61	\$ 39.10	\$ 57.71	\$ 18.61	\$ 39.10	\$ 57.71
4 - 32 gal. Cans	\$ 24.83	\$ 52.15	\$ 76.98	\$ 24.83	\$ 52.15	\$ 76.98
1 - 35 gal. Cart	\$ 6.79	\$ 15.23	\$ 22.02	\$ 6.79	\$ 15.23	\$ 22.02
1 - 64 gal. Cart	\$ 12.40	\$ 26.49	\$ 38.89	\$ 12.40	\$ 26.49	\$ 38.89
1 - 96 gal. Cart	\$ 18.61	\$ 32.96	\$ 51.57	\$ 18.61	\$ 32.96	\$ 51.57
Senior discount 1 - 10 gal. Micro-Can	\$ 1.93	\$ 5.45	\$ 7.39	\$ 1.93	\$ 5.45	\$ 7.39
Senior discount 1 - 20 gal. Mini-Can	\$ 3.87	\$ 6.72	\$ 10.60	\$ 3.87	\$ 6.72	\$ 10.60
Senior discount 1 - 32 gal. Can	\$ 6.20	\$ 11.09	\$ 17.30	\$ 6.20	\$ 11.09	\$ 17.30
Senior discount 1 - 32 gal. Can with subscription recycle	\$ 6.20	\$ 9.71	\$ 15.93	\$ 6.20	\$ 9.71	\$ 15.93
Senior discount 1 - 35 gal. Cart	\$ 6.79	\$ 13.01	\$ 19.82	\$ 6.79	\$ 13.01	\$ 19.82
Senior discount 1 - 64 gal. Cart	\$ 12.40	\$ 22.57	\$ 35.00	\$ 12.40	\$ 22.57	\$ 35.00
Senior discount 1 - 96 gal. Cart	\$ 18.61	\$ 27.76	\$ 46.41	\$ 18.61	\$ 27.76	\$ 46.41
Each additional can/extra (32 gallon equivalent)	\$ 1.43	\$ 12.21	\$ 13.64	\$ 1.43	\$ 12.21	\$ 13.64
Walk-in (25-50ft) additional		\$ 6.41	\$ 6.41		\$ 6.41	\$ 6.41
Residential Subscription Recycling Services						
64 gallon Cart Every-Other-Week		\$ 5.81	\$ 5.81		\$ 5.81	\$ 5.81
Senior discount 64 gallon Cart Every-Other-Week		\$ 5.23	\$ 5.23		\$ 5.23	\$ 5.23
Residential Subscription Yard Waste Service						
96 gallon Cart Every-Other-Week		\$ 10.26	\$ 10.26		\$ 10.53	\$ 10.53
Senior discount 96 gallon Cart Every-Other-Week		\$ 9.23	\$ 9.23		\$ 9.48	\$ 9.48
Extra yard waste per 32gal equivalent		\$ 3.63	\$ 3.63		\$ 3.90	\$ 3.90
Miscellaneous Services						
Return Trip		\$ 12.52	\$ 12.52		\$ 12.52	\$ 12.52
Oversize/Overweight container (per p/u)		\$ 12.52	\$ 12.52		\$ 12.52	\$ 12.52
Redelivery of carts/containers		\$ 18.80	\$ 18.80		\$ 18.80	\$ 18.80
On-Call Bulky Waste Collection						
White goods, except refrigerators	\$ 10.90	\$ 51.09	\$ 61.99	\$ 10.90	\$ 51.09	\$ 61.99
Refrigerators/Freezers	\$ 16.35	\$ 89.18	\$ 105.53	\$ 16.35	\$ 89.18	\$ 105.53
Sofas, chairs, furniture per piece	\$ 5.99	\$ 56.88	\$ 62.87	\$ 5.99	\$ 56.88	\$ 62.87
Mattresses/box springs	\$ 3.00	\$ 72.30	\$ 75.30	\$ 3.00	\$ 72.30	\$ 75.30

	New Rates Effective 09-01-14			New Rates Effective 09-01-14		
	CPI% 2.41%			Cedar Grove Increase		
Commercial and Multifamily Service	2014 City Billed Rates			2014 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	\$ 6.20	\$ 13.46	\$ 19.66	\$ 6.20	\$ 13.46	\$ 19.66
1- 35 gal. Cart	\$ 6.79	\$ 21.99	\$ 28.78	\$ 6.79	\$ 21.99	\$ 28.78
1- 64 gal. Cart	\$ 12.40	\$ 32.05	\$ 44.45	\$ 12.40	\$ 32.05	\$ 44.45
1- 96 gal. Cart	\$ 18.61	\$ 37.77	\$ 56.38	\$ 18.61	\$ 37.77	\$ 56.38
1- 1 yard container	\$ 34.14	\$ 81.84	\$ 115.98	\$ 34.14	\$ 81.84	\$ 115.98
1- 1.5 yard container	\$ 51.21	\$ 107.74	\$ 158.95	\$ 51.21	\$ 107.74	\$ 158.95
1- 2 yard container	\$ 68.26	\$ 129.29	\$ 197.55	\$ 68.26	\$ 129.29	\$ 197.55
1- 2 yard container 2cw	\$ 136.54	\$ 258.60	\$ 395.14	\$ 136.54	\$ 258.60	\$ 395.14
1- 3 yard container	\$ 102.41	\$ 166.94	\$ 269.35	\$ 102.41	\$ 166.94	\$ 269.35
1- 4 yard container	\$ 136.55	\$ 209.80	\$ 346.35	\$ 136.55	\$ 209.80	\$ 346.35
1- 5 yard container	\$ 204.82	\$ 265.91	\$ 470.73	\$ 204.82	\$ 265.91	\$ 470.73
1- 6 yard container 2cw	\$ 409.66	\$ 531.83	\$ 941.49	\$ 409.66	\$ 531.83	\$ 941.49
1- 6 yard container 3cw	\$ 614.49	\$ 797.74	\$ 1,412.23	\$ 614.49	\$ 797.74	\$ 1,412.23
1- 8 yard container	\$ 273.10	\$ 340.75	\$ 613.85	\$ 273.10	\$ 340.75	\$ 613.85
1- 8 yard container 2cw	\$ 546.21	\$ 681.51	\$ 1,227.72	\$ 546.21	\$ 681.51	\$ 1,227.72
Extra garbage, per each 32-gal. Equivalent	\$ 1.43	\$ 9.49	\$ 10.92	\$ 1.43	\$ 9.49	\$ 10.92
Extra garbage, per yard	\$ 7.88	\$ 10.72	\$ 18.60	\$ 7.88	\$ 10.72	\$ 18.60
	New Rates Effective 09-01-14			New Rates Effective 09-01-14		
	CPI% 2.41%					
Will Call/Special Pick-up Rates (per pick-up)	2014 City Billed Rates			2014 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
1- 32 gal. Can	\$ 1.43	\$ 5.85	\$ 7.28	\$ 1.43	\$ 5.85	\$ 7.28
1- 35 gal. Cart	\$ 1.56	\$ 6.36	\$ 7.92	\$ 1.56	\$ 6.36	\$ 7.92
1- 64 gal. Cart	\$ 2.86	\$ 7.75	\$ 10.61	\$ 2.86	\$ 7.75	\$ 10.61
1- 96 gal. Cart	\$ 4.29	\$ 8.78	\$ 13.07	\$ 4.29	\$ 8.78	\$ 13.07
1- 1 yard container	\$ 7.89	\$ 16.08	\$ 23.96	\$ 7.89	\$ 16.08	\$ 23.96
1- 1.5 yard container	\$ 11.80	\$ 20.44	\$ 32.24	\$ 11.80	\$ 20.44	\$ 32.24
1- 2 yard container	\$ 15.75	\$ 23.89	\$ 39.64	\$ 15.75	\$ 23.89	\$ 39.64
1- 3 yard container	\$ 23.63	\$ 29.80	\$ 53.43	\$ 23.63	\$ 29.80	\$ 53.43
1- 4 yard container	\$ 31.51	\$ 36.70	\$ 68.21	\$ 31.51	\$ 36.70	\$ 68.21
1- 5 yard container	\$ 47.27	\$ 44.84	\$ 92.11	\$ 47.27	\$ 44.84	\$ 92.11
1- 8 yard container	\$ 63.03	\$ 56.52	\$ 119.55	\$ 63.03	\$ 56.52	\$ 119.55

	New Rates Effective 09-01-14 CPI% 2.41%			New Rates Effective 09-01-14		
Commercial and Multifamily Recycling Service	2014 City Billed Rates			2014 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
Recycle Service Is 1x per week						
1 - 32 gal. Can	\$	8.05	\$ 8.05	\$	8.05	\$ 8.05
1 - 35 gal. Cart	\$	10.83	\$ 10.83	\$	10.83	\$ 10.83
1 - 64 gal. Cart	\$	15.38	\$ 15.38	\$	15.38	\$ 15.38
1 - 96 gal. Cart	\$	21.53	\$ 21.53	\$	21.53	\$ 21.53
1 - 1 yard container	\$	44.08	\$ 44.08	\$	44.08	\$ 44.08
1 - 2 yard container	\$	82.68	\$ 82.68	\$	82.68	\$ 82.68
1 - 3 yard container	\$	109.88	\$ 109.88	\$	109.88	\$ 109.88
1 - 4 yard container	\$	145.96	\$ 145.96	\$	145.96	\$ 145.96
1 - 6 yard container	\$	195.54	\$ 195.54	\$	195.54	\$ 195.54
1 - 8 yard container	\$	249.06	\$ 249.06	\$	249.06	\$ 249.06
Extra pickups (Monthly rate for 1 pickup/week/container size above divided by 4.33)						
Commercial and Multifamily Yard Waste Service	2014 City Billed Rates			2014 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
Yard Waste Service Is Every-Other-Week						
96 gallon Cart Every-Other-Week	\$	12.35	\$ 12.35	\$	13.01	\$ 13.01
Compactor and Non-compactor Drop Box Charges	2014 City Billed Rates			2014 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
10 - 40 yard per Haul - Permanent Account	\$	196.28	\$ 196.28	\$	196.28	\$ 196.28
10 yard monthly permanent rent	\$	42.62	\$ 42.62	\$	42.62	\$ 42.62
20 yard monthly permanent rent	\$	57.66	\$ 57.66	\$	57.66	\$ 57.66
30 yard monthly permanent rent	\$	70.20	\$ 70.20	\$	70.20	\$ 70.20
40 yard monthly permanent rent	\$	83.99	\$ 83.99	\$	83.99	\$ 83.99
Disposal charge per ton (110% of current King County tipping fees)	\$	149.63	\$ 149.63	\$	149.63	\$ 149.63
Miscellaneous Charges Commercial, Drop-Box, Compactor	2014 City Billed Rates			2014 City Billed Rates		
	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee
Return Trip	\$	31.33	\$ 31.33	\$	31.33	\$ 31.33
Oversize/Overweight container (per pickup)	\$	62.68	\$ 62.68	\$	62.68	\$ 62.68
Redelivery of carts/containers	\$	31.33	\$ 31.33	\$	31.33	\$ 31.33

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2014-1882

AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO RATES FOR SOLID WASTE, RECYCLABLES AND COMPOSTABLES, REQUIRING PROPERTY OWNERS TO USE THE SOLID WASTE, RECYCLABLES AND COMPOSTABLES COLLECTION AND DISPOSAL SYSTEM AS PROVIDED HEREIN, FIXING THE CHARGES FOR COLLECTION, INCLUDING PROVISIONS ALLOWING FOR LIENS TO BE IMPOSED AGAINST PROPERTY FOR WHICH THE COLLECTION SERVICE IS RENDERED, ESTABLISHING PENALTIES FOR VIOLATIONS, SETTING THE EFFECTIVE DATE FOR NEW RATE INCREASE AS DECEMBER 1, 2014, AND ADOPTING A NEW CHAPTER 14.02 IN THE PACIFIC MUNICIPAL CODE.

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

WHEREAS, the City desires to make use of the City's solid waste collection system compulsory, to insert such rates and charges into an ordinance so that such rates and charges are codified and to establish penalties for failure to use the solid waste collection system; 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. 12 1189 are hereby included in this Ordinance, and Resolution No. 12-1189 has no force and effect after the effective date of this Ordinance.

Section 2. A new Chapter 14.02 is hereby added to the Pacific Municipal Code, which shall read as follows:

**CHAPTER 14.02
SOLID WASTE COLLECTION**

Sections:

- 14.02.010** **Definitions.**
- 14.02.020** **Compliance Required.**
- 14.02.030** **Administration.**
- 14.02.040** **Collection Regulations.**
- 14.02.050** **Container Required.**

- 14.02.060** **Collection Frequency.**
- 14.02.070** **Service – Recordkeeping.**
- 14.02.080** **Charges.**
- 14.02.090** **Failure to Pay.**
- 14.02.100** **Violation – Penalty.**

14.02.010 **Definitions.** The following definitions shall be applied to the interpretation of the terms of this Chapter:

“Commercial premises” means all non-residential premises in the City, including businesses, institutions, governmental agencies and all other users of commercial-type Solid Waste collection services.

“Compostables” means all Yard Debris except sod, dirt, rocks and bricks; and all food waste including all paper products soiled with food waste and shredded paper.

“Commercial premises” means all non-residential premises in the City, including businesses, institutions, governmental agencies and all other users of commercial-type Solid Waste collection services.

“Curb or curbside” means on the homeowner’s property, within five feet of the public street without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident, convenient to the Solid Waste Contractor’s equipment and mutually agreed to by the City and Solid Waste Contractor.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones, paper which has been contaminated with food; fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper, but shall exclude any items which cannot be accepted for processing the Solid Waste Contractor’s third party compost processing facility.

“Garbage Can” means a container that is a water tight galvanized sheet metal or plastic container not exceeding four cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty or fifty (50) pounds when full, fitted with two sturdy handles on each side, and a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in a sanitary condition at all times.

“Hazardous Waste” means (1) all waste defined or characterized as hazardous by the federal Solid Waste Disposal Act (42 U.S.C. Section 3251 *et seq.*), as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*) and all future amendments thereto, or regulations promulgated thereunder and (2) all waste defined or characterized as hazardous by the principal agencies of the State of Washington having jurisdiction (including without limitation the Department of

Ecology). Hazardous waste shall not include incidental Household Hazardous Waste or Small Quantity Generator Waste that is commingled with Solid Waste.

“Micro-can” means a container that is water-tight galvanized sheet metal or plastic not exceeding ten (10) gallons in capacity or fifteen (15) pounds in weight when full, fitted with two sturdy handles on each side and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and be kept in a sanitary condition at all times.

“Mini-can” means a container that is water-tight galvanized sheet-metal or plastic container not exceeding twenty (20) gallons in capacity or thirty (30) pounds in weight when full, fitted with two sturdy handles on each side, and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in sanitary condition at all times.

“Multi-Family Complex” means all multiple-unit residences with five (5) or more attached or unattached units, and billed collectively for Solid Waste collection Services.

“Private Road” means a privately-owned and maintained way that allows for access by a service truck and that serves multiple residences.

“Public Street” means a public right-of-way used for public travel, including public alleys.

“Recyclables” or “Recyclable Material” means the following:

- Aluminum cans
- Corrugated Cardboard
- Glass Containers
- Mixed Paper
- Newspaper
- Plastic Containers
- Poly-coated Cartons and Boxes
- Scrap Metal
- Tin Cans

“Scrap Metal” means ferrous and non-ferrous metals not to exceed two feet in any direction and thirty-five (35) pounds in weight per piece.

“Single-Family Residence” means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed individually for Solid Waste collection services and located on a Public Street or Private Road.

“Solid Waste” means, other than Compostables, all putrescible and nonputrescible solid, semi-solid and liquid wastes, including residential garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial

appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes but excluding Hazardous Waste.

“Yard Debris” means leaves, grass and clippings of woody, as well as fleshy plants.

14.02.020 Compliance Required. The City has a system of universal compulsory solid waste and recyclable material collection. Every person in possession, charge, or control of any single-family residence, multi-family complex or commercial premises shall be charged for solid waste and recyclable material collection at the rates specified in this chapter, whether such person uses such service or not. If any person chooses not to use such service, he/she shall be charged for the service of checking to see whether he or she has solid waste and recyclable material to be collected.

14.02.030 Administration. The Director of Public Works is authorized and directed to administer this solid waste and recyclable material collection system.

14.02.040 Collection Regulations.

A. It is unlawful for any person to burn, bury, dump, collect, remove or in any other manner dispose of solid waste, yard debris, scrap metals or recyclables or to transport the same over any public street or private road within the City, other than as provided in this Chapter.

B. It is unlawful for any person to bury, burn, or dump solid waste, yard debris, scrap metals or recyclable materials upon any private property of another or any private road.

C. It is unlawful for any person to bury, burn or dump solid waste, yard debris, scrap metals or recyclable materials upon any public street or any public place.

D. In the event that any person shall transport over any public street or private road within the City, any solid waste, yard debris, scrap metals or recyclable materials, that the same shall be secured in such a manner that the contents will not become scattered on the public streets, private roads or any other property in the City.

14.02.050 Container required. Every person in possession, charge or in control of any single family residence, multi-family complex or commercial premises where solid waste and/or recyclable materials are created or accumulated, to at all times keep or cause to be kept garbage cans, micro-cans or mini-cans in which to deposit the solid waste and/or recyclable materials.

14.02.060 Collection frequency. The solid waste collector shall collect Solid Waste from the residences on a weekly basis and Recyclables and Compostables from residences on an every-other-week basis on alternating weeks. Solid waste shall be collected from multifamily and commercial properties on a weekly basis. All garbage,

micro and mini cans shall be set out at the curb for collection, on the appropriate day and by the appropriate time established by the solid waste collector for collection.

14.02.070 Service – Recordkeeping. The Director of Finance shall maintain accurate records of the types of services and solid waste charges for premises within the City.

14.02.080 Charges.

A. The Solid Waste Collector shall be responsible for billing and collection of all charges, fees and taxes for the collection of Solid Waste, Recyclables and Compostables. All Single-Family Residence customers shall be billed at least quarterly and Multi-family Complex and Commercial Premises customers shall be billed monthly.

B. The Solid Waste charges to be imposed for each type of service are set forth in Exhibit A.

14.02.090 Failure to pay. Upon failure to pay such charges and upon delinquency, the amount thereof shall become a lien against the property for which the solid waste collection service is rendered. Pursuant to RCW 35A.21.150, the City may exercise the powers relating to the imposition and foreclosure of liens in chapter 35.67 RCW.

14.02.100 Violation – Penalty. Any person violating any of the provisions of this chapter may be subject to criminal penalties for a misdemeanor and upon conviction thereof shall be fined as follows:

A. On the first violation, the violator shall pay to the City the amount that would have been owed to the City had the waste been delivered to the receiving facility as required, and in addition, pay for the actual cost to the City of investigating and bringing the enforcement action.

B. On the second violation, pay double the amounts set forth in Section 14.02.100(A).

C. On the third and subsequent violations, pay treble the amounts set forth in Section 14.02.100(A).

Section 3. Effective Date of Charges. The City shall provide notice of the charges in this Ordinance as provided in RCW 35A.21.152. The notice may be mailed to each affected ratepayer or published once a week for two consecutive weeks in a newspaper of general circulation in the collection area. The notice shall be available to affected ratepayers at least forty-five (45) days prior to the proposed effective date of the rate increase. Such notice was published on September 19 and September 26, 2014, so the rate shall be effective as of December 1, 2014.

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, excluding the Charges in Section 14.02.080, 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 24th day of November, 2014.

Leanne Guier, Mayor

AUTHENTICATED:

Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:
Office of the City Attorney

Carol Morris, City Attorney

PUBLISHED: 11/28/14
EFFECTIVE DATE: 12/3/14



Agenda Bill No. 14-182

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: November 24, 2014
SUBJECT: Speed Limit Alteration Procedures

ATTACHMENTS: Resolution 2014 - 215

Summary: Local authorities have authority to establish or alter speed limits within their respective jurisdictions in accordance with RCW 46.61.415. This authority was reconfirmed and clarified by the Washington State legislature July 28, 2013. Speed limit changes contemplated by local authorities under this statute require an engineering and traffic investigation for all streets classified as arterials. Non-arterial street speed limit changes may be altered when the local jurisdiction has established procedures in place.

The City of Pacific does not currently have documented procedures to alter speed limits for either arterial or non-arterial classified streets. Therefore, to enhance the City's ability to manage its local street network, and in accordance with RCW 46.61.415, the procedures in the attached Resolution are proposed for Public Works to follow when contemplating alterations to speed limits on City arterial and non-arterial streets.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-215

Motion for Consideration: Move to approve Resolution No.2014-215, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON ESTABLISHING PROCEDURES FOR CONSIDERATION OF ALTERING SPEED LIMITS ON CITY STREETS.

Budget Impact: Costs for consultant led engineering and traffic analysis range between \$5,000 and \$15,000 for individual streets, depending upon complexity.

Alternatives: Do not establish procedures for altering speed limits, and conduct engineering and traffic analysis for all non-arterial City streets at the time the City desires to alter speed limits.

**CITY OF PACIFIC, WASHINGTON
RESOLUTION NO. 2014-215**

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON,
RELATING TO TRAFFIC REGULATION, ESTABLISHING
SPEED LIMIT ALTERATION PROCEDURES.**

WHEREAS, the Revised Code of Washington (RCW) 46.61.415 grants local authorities permission to set reasonable and safe maximum and minimum speed limits on streets within their respective jurisdiction; and

WHEREAS, this statute provides that the alteration of speed limits upward or downward within the City shall be determined on the basis of an engineering and traffic analysis for arterial classified streets; and

WHEREAS, the alteration of speed limits upward for non-arterial classified streets shall be determined on the basis of an engineering and traffic analysis; and

WHEREAS, the alteration of speed limits downward for non-arterial classified streets does not need to be determined by an engineering and traffic analysis when the City has developed procedures in place; and

WHEREAS, the City desires to develop procedures to alter speed limits for its streets based on the above; and

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

Section 1. The following procedures are established by the City Council for the alteration of speed limits on City streets:

- A. A request is made to alter the speed limit.
- B. The Public Works Department, through either the Public Works Manager or City Engineer, will initiate an engineering and traffic investigation.
- C. A qualified traffic engineering firm will be selected to conduct the engineering and traffic investigation for all arterial streets and increased speed limit requests. Elements of the investigation will include:
 - a. Data collection to determine the speed at which 85th percentile of vehicles drive
 - b. Accident history review
 - c. Land use classifications (residential, commercial, mixed use, etc.)
 - d. Non-motorized (bicyclists and pedestrian) activities and amenities
 - e. Road characteristics (lane width, pavement markings, sight lines, etc.)
 - f. Parking
- D. Investigations for requests to alter the speed limit downward on non-arterial streets will be undertaken by Public Works Manager or City Engineer in conformance with the manual on uniform traffic control devices standards, local road knowledge and sound traffic engineering principles.

- E. A report will be generated that documents the findings of the investigation.
- F. Public Works staff will present the findings to the Public Works Committee (PWC).
- G. For those speed limit alteration recommendations not endorsed by the PWC, a report will be made at the next scheduled City Council meeting explaining the issue and rationale for denial. Public Works staff will report to the original speed limit alteration requestor the PWC's decision and rationale for denial. There is no administrative appeal of this decision.
- H. For the speed limit alteration recommendations affirmed by PWC, Public Works staff will schedule a public hearing before the City Council through the City Clerk, prepare an agenda bill, ordinance and supporting documentation required to facilitate the discussion and potential legislative action.
- I. At the scheduled public hearing, public testimony will be heard regarding the proposed speed limit alteration. Upon closure of the public hearing, City Council will deliberate and take legislative action. There is no administrative appeal of this decision.
- J. Public Works staff will implement all speed limit alterations approved by City Council by posting a sign with the new speed limit on the affected street(s) so that the new speed limit may be enforced, and inform the original requestor of all speed limited alterations not approved.

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

APPROVED BY THE CITY COUNCIL ON _____, 2014.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

Filed with the City Clerk:
Passed by the City Council:
Date Posted:



Agenda Bill No. 14-183

TO: Mayor Guier and City Council Members
FROM: Jack Dodge, Community Development Manager
MEETING DATE: November 24, 2014
SUBJECT: New SEPA (State Environmental Policy Act) Regulations

ATTACHMENTS: 1. **Resolution 2014-216 Setting Public Hearing Date**

Previous Council Review Date: 11/17/14

Summary: The current SEPA regulations under Chapter 16.16 of the Pacific Municipal Code (PMC) are outdated and unclear regarding the SEPA review process. The new SEPA regulations will clarify the process and allow an administrative appeal of SEPA determinations.

Recommended Action: Set a public hearing date for the December 8, 2014 regular Council meeting for the review and possible adoption of the revised SEPA regulations.

Motion for Consideration: I move to approve Resolution No. 2014-216 setting a public hearing date at the regular Council meeting on December 8, 2014, at approximately 6:30 p.m. to review and take public comment on the proposed SEPA code revisions.

Budget Impact: N/A

Alternatives:

- Set an alternative public hearing date.
- Do not set a public hearing date.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 -216

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, relating to the State Environmental Policy Act (SEPA), setting the time and place for the City Council to hold a public hearing and to take public testimony on the City's proposed repeal of its existing and outdated SEPA regulations in chapter 16.16 PMC and the adoption of new SEPA regulations in chapter 16.16 PMC, for December 8, 2014 at 6:30pm or as soon as thereafter in the City of Pacific Council Chambers.

WHEREAS, the City has adopted chapter 16.16 PMC on the subject of SEPA, which included the adoption of a number of SEPA Washington Administrative Code sections by reference; and

WHEREAS, since the City adopted existing chapter 16.16 PMC, the State has adopted a number of new SEPA regulations in the Washington Administrative Code; and

WHEREAS, the City staff has drafted a new ordinance which replaces chapter 16.16 PMC, and which incorporates the new SEPA regulations from the Washington Administrative Code by reference; and

WHEREAS, pursuant to RCW 35A.12.140, the City Clerk has at least one copy of the Washington Administrative Code sections adopted by reference in the new ordinance in the City Clerk's Office for use and examination by the public while the draft ordinance is under consideration by the Council; and

WHEREAS, the City Council desires to hold a public hearing to consider the repeal of the old chapter 16.16 PMC and the adoption of a new chapter 16.16 PMC on the subject of SEPA;

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

Section 1. The public hearing on the draft chapter 16.16 PMC is hereby set for Monday, December 8, 2014 at approximately 6:30 pm at the Pacific City Hall, to allow the City Council of the City of Pacific to take public testimony, deliberate, and take action. The public may appear at these hearings and be heard for or against any part of the proposed SEPA regulations.

Section 2. The proposed SEPA regulations have been filed with the City Clerk, and a copy will be furnished to the public requesting the same.

Section 3. The Clerk of the City of Pacific shall publish a notice in the official newspaper of the City.

RESOLVED BY THE CITY COUNCIL this 24th day of November, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 14-184

TO: Mayor Guier and City Council Members
FROM: John Calkins, Public Safety Director
MEETING DATE: **November 24, 2014**
SUBJECT: **Regional Coordination Framework for Disasters and Planned Events**

ATTACHMENTS: **Resolution No. 2014-217 Agreement**

Previous Council Review Date: **11/17/14**

Summary: The agreement is to facilitate the provision of emergency assistance to the participants of the agreement during times of emergency. A partner may need emergency assistance in the form of supplemental personnel, equipment, materials or other support and partners in the Coordination Framework are willing to provide emergency assistance in the form of supplies, services, and equipment.

Recommended Action: Approve agreement for Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington.

Motion for Consideration: "I move to approve Resolution No. 2014-217 authorizing the mayor to sign the agreement facilitating the provision of emergency assistance to the participants of the agreement during times of emergency."

Budget Impact:

Alternatives:

**City of Pacific
Washington**

RESOLUTION NO. 2014-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON AUTHORIZING THE MAYOR TO SIGN AND ENTER INTO AN AGREEMENT WITH THE KING COUNTY OFFICE OF EMERGENCY MANAGEMENT FOR REGIONAL COORDINATION FOR DISASTERS.

WHEREAS, the City of Pacific cannot deal with a disaster without assistance from outside agencies, and

WHEREAS, during a disaster this agreement will facilitate the sharing of resources and personnel, and

WHEREAS, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to sign the attached agreement, marked 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 A REGULAR MEETING THEREOF ON THE 24TH DAY OF NOVEMBER, 2014.

Leanne Guier, Mayor

Amy-Stevenson Ness, City Clerk

Carol Morris, City Attorney

AGREEMENT

*for organizations participating in the
Regional Coordination Framework for Disasters and Planned Events
for Public and Private Organizations in King County, Washington*

This AGREEMENT ("Agreement") is entered into by the public and private organizations who become signatories hereto ("Signatory Partners") to facilitate the provision of Emergency Assistance to each other during times of emergency.

WHEREAS, the Signatory Partners have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage Emergency Assistance among participants; and

WHEREAS, the Signatory Partners do not intend for this Agreement to replace or infringe on the authority granted by any federal, state, or local governments, statutes, ordinances, or regulations; and

WHEREAS, in the event of an emergency, a Signatory Partner may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Signatory Partner may own and maintain equipment, stocks materials, and employs trained personnel for a variety of services and is willing, under certain conditions, to provide its supplies, equipment and services to other Signatory Partners in the event of an emergency; and

WHEREAS, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each Signatory Partner agrees as follows:

Article I - APPLICABILITY.

A private or public organization located in King County, Washington, may become a Signatory Partner by signing this Agreement and becoming bound thereby. This Agreement may be executed in multiple counterparts.

Article II - DEFINITIONS.

- A. 'Assistance Costs' means any direct material costs, equipment costs, equipment rental fees, fuel, and the labor costs that are incurred by the Responder in providing any asset, service, or assistance requested.
- B. 'Emergency' means an event or set of circumstances that qualifies as an emergency under any applicable statute, ordinance, or regulation.
- C. 'Emergency Assistance' means employees, services, equipment, materials, or supplies provided by a Responder in response to a request from a Requester.
- D. 'Emergency Contact Points' means persons designated by each Signatory Partner who will have (or can quickly get) the authority to commit available equipment, services, and personnel for their organization.
- E. 'King County Emergency Management Advisory Committee ("EMAC")' is the Committee established in King County Code 2.36.055.
- F. 'Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County' ("Framework") means an all hazards architecture for collaboration and coordination among jurisdictional, organizational, and business entities during emergencies in King County.
- G. 'Requester' means a Signatory Partner that has made a request for Emergency Assistance.
- H. 'Responder' means a Signatory Partner providing or intending to provide Emergency Assistance to a Requester.
- I. 'Signatory Partner' means any public or private organization in King County, WA, that enters into this Agreement by signature of a person authorized to sign.
- J. 'Termination Date' is the date upon which this agreement terminates pursuant to Article V.

Article III - PARTICIPATION.

Participation in this Agreement, and the provision of personnel or resources, is purely voluntary and at the sole discretion of the requested Responder. Signatory Partners that execute the Agreement are expected to:

- A. Identify and furnish to all other Signatory Partners a list of the Organization's current Emergency Contact Points together with all contact information; and .
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SIGNATORY PARTNERS.

Signatory Partners agree that their Emergency Contact Points or their designees can serve as representatives of the Signatory Partner in any meeting to work out the language or implementation issues of this Agreement.

The Emergency Contact Points of a Signatory Partner shall:

- A. Act as a single point of contact for information about the availability of resources when other Signatory Partners seek assistance.
- B. Maintain a manual containing the Framework, including a master copy of this Agreement (as amended), and a list of Signatory Partners who have executed this Agreement.
- C. Each Signatory Partner will submit its Emergency Contact Information Form to the King County Office of Emergency Management ("KCOEM"). KCOEM will maintain a list showing the succession in all the Signatory Partners. This list will include names, addresses, and 24-hour phone numbers of the Emergency contact points (2-3 deep) of each Signatory Partner. Note: the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.

Article V - TERM AND TERMINATION.

- A. This Agreement is effective upon execution by a Signatory Partner.

- B. A Signatory Partner may terminate its participation in this Agreement by providing written termination notification to the EMAC, care of the KCOEM, 3211 NE 2nd Street, Renton WA 98056, or by Fax at 206-205-4056. Notice of termination becomes effective upon receipt by EMAC which shall, in turn, notify all Signatory Partners. Any terminating Signatory Partner shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

Article VI - PAYMENT AND BILLING.

- a. Requester shall pay to Responder all valid and invoiced Assistance Costs within 60 days of receipt of Responder's invoice, for the Emergency Assistance services provided by Responder. Invoices shall include, as applicable, specific details regarding labor costs, including but not limited to the base rate, fringe benefits rate, overhead, and the basis for each element; equipment usage detail and, material cost breakdown.
- b. In the event Responder provides supplies or parts, Responder shall have the option to accept payment of cash or in-kind for the supplies or parts provided.
- c. Reimbursement for use of equipment requested under the terms of this Agreement, such as construction equipment, road barricades, vehicles, and tools, shall be at the rate mutually agreed between Requester and Responder. The rate may reflect the rate approved and adopted by the Responder, a rate set forth in an industry standard publication, or other rate.

Article VII - INDEPENDENT CONTRACTOR.

Responder shall be and operate as an independent contractor of Requester in the performance of any Emergency Assistance. Employees of Responder shall at all times while performing Emergency Assistance continue to be employees of Responder and shall not be deemed employees of Requester for any purpose. Wages, hours, and other terms and conditions of employment of Responder shall remain applicable to all of its employees who perform Emergency Assistance. Responder shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Requester shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Responder's employees. The costs associated with requested personnel are subject to the reimbursement process outlined in Article XI. In no event shall Responder or its officers, employees, agents, or representatives be authorized (or

represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Requester under or by virtue of this Agreement.

Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.

Requests for Emergency Assistance shall be made by a person authorized by the Requester to make such requests and approved by a person authorized by Responder to approve such requests. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request.

Article IX - PROVISION OF EQUIPMENT.

Provision of equipment and tools loans is subject to the following conditions:

1. At the option of Responder, equipment may be provided with an operator. See Article XI for terms and conditions applicable to use of personnel.
2. Provided equipment shall be returned to Responder upon release by Requester, or immediately upon Requester's receipt of an oral or written notice from Responder for the return of the equipment. When notified to return equipment to Responder, Requester shall make every effort to return the equipment to Responder's possession within 24 hours following notification. Equipment shall be returned in the same condition as when it was provided to Requester.
3. During the time the equipment has been provided, Requester shall, at its own expense, supply all fuel, lubrication and maintenance for Responder's equipment. Requester shall take proper precaution in its operation, storage and maintenance of Responder's equipment. Equipment shall be used only by properly trained and supervised operators. Responder shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its condition, fitness for a particular purpose, or merchantability.
4. Responder's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to Requester. Responder shall submit copies of invoices from outside sources that perform such services and shall provide accounting of time and hourly costs for Responder's employees who perform such services.

5. Without prejudice to Responder's right to indemnification under Article XIII herein, in the event equipment is lost, stolen or damaged from the point the Requestor has the beneficial use of the equipment, or while in the custody and use of Requester, or until the Requestor no longer has the beneficial use of the equipment, Requester shall reimburse Responder for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired within a time period required by Responder, then Requester shall reimburse Responder for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Responder. If Responder must lease or rent a piece of equipment while Responder's equipment is being repaired or replaced, Requester shall reimburse Responder for such costs. Requester shall have the right of subrogation for all claims against persons other than parties to this Agreement that may be responsible in whole or in part for damage to the equipment. Requester shall not be liable for damage caused by the sole negligence of Responder's operator(s).

Article X - PROVISION OF MATERIALS AND SUPPLIES.

Requester shall reimburse Responder in kind or at Responder's actual replacement cost, plus handling charges, for use of partially consumed, fully consumed, or non-returnable materials and supplies, as mutually agreed between Requester and Responder. Other reusable materials and supplies which are returned to Responder in clean, damage-free condition shall not be charged to the Requester and no rental fee will be charged. Responder shall determine whether returned materials and supplies are "clean and damage-free" and shall treat material and supplies as "partially consumed" or "non-returnable" if found to be damaged.

Article XI - PROVISION OF PERSONNEL.

Responder may, at its option, make such employees as are willing to participate available to Requester at Requester's expense equal to Responder's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Responder's personnel union contracts, if any, or other conditions of employment. Costs to feed and house Responder's personnel, if necessary, shall be chargeable to and paid by Requester. Requester is responsible for assuring such arrangements as may be necessary for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for Responder's personnel. Responder shall bill all costs to Requester, who is responsible for paying

all billed costs. Responder may require that its personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of Requester. Responder's employees may decline to perform any assigned tasks if said employees judge such task to be unsafe. A request for Responder's personnel to direct the activities of others during a particular response operation does not relieve Requester of any responsibility or create any liability on the part of Responder for decisions and/or consequences of the response operation. Responder's personnel may refuse to direct the activities of others. Responder's personnel holding a license, certificate, or other permit evidencing qualification in a professional, mechanical, or other skill, issued by the state of Washington or a political subdivision thereof, is deemed to be licensed, certified, or permitted in any Signatory Partner's jurisdiction for the duration of the emergency, subject to any limitations and conditions the chief executive officer and/or elected and appointed officials of the applicable Signatory Partners jurisdiction may prescribe in writing. When notified to return personnel to Responder, Requester shall make every effort to return the personnel to Responder promptly after notification.

Article XII - RECORD KEEPING.

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Responder will be recorded on a shift-by-shift basis by the Responder and will be submitted to Requester as needed. If no personnel are provided, Responder will submit shipping records for materials and equipment, and Requester is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, Requester remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

Article XIII – INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, Requester releases and shall indemnify, hold harmless and defend each Responder, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing, or declining to provide, or not being asked to provide, Emergency Assistance to Requester, whether arising before, during, or after performance of the Emergency Assistance and whether suffered by any of the Signatory Partners or any other person or entity.

Requester agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, Requester, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

D. **DELAY/FAILURE TO RESPOND.** No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

E. **MEDIATION AND ARBITRATION.** If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

F. **SIGNATORY PARTNERS LITIGATION PROCEDURES.** Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

participate in the defense of said claim to the extent of its own interest. Signatory Partners' personnel shall cooperate and participate in legal proceedings if so requested by Requester, and/or required by a court of competent jurisdiction.

Article XIV - SUBROGATION.

A. **REQUESTER'S WAIVER.** Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.

B. **RESPONDER'S RESERVATION AND WAIVER.** Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

Article XV - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.

Responder's employees, officers or agents, made available to Requester, shall remain the general employees of Responder while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Signatory Partner shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Signatory Partner shall provide worker's compensation in compliance with statutory requirements of the state of residency.

Article XVI - MODIFICATIONS.

Modifications to this Agreement must be in writing and will become effective upon approval by a two-thirds affirmative vote of the Signatory Partners. Modifications must be signed by an authorized representative of each Signatory Partner. EMAC will be the coordinating body for facilitating modifications of this Agreement.

Article XVII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.

This Agreement shall not supersede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

Article XVIII - GOVERNMENTAL AUTHORITY.

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement or the Signatory Partner. Provided that a governmental authority may alter its obligations under this Agreement only as to future obligations, not obligations already incurred.

Article XIX - NO DEDICATION OF FACILITIES.

No undertaking by one Signatory Partner to the other Signatory Partners under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Signatory Partners, or any portion thereof, to the public or to the other Signatory Partners. Nothing in this Agreement shall be construed to give a Signatory Partner any right of ownership, possession, use or control of the facilities or assets of the other Signatory Partners.

Article XX - NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Signatory Partners or to impose any partnership obligation or liability upon any Signatory Partner. Further, no Signatory Partner shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Signatory Partner.

Article XXI - NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Signatory Partners. This Agreement shall not release or discharge any obligation or liability of any third party to any Signatory Partners.

Article XXII - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

Article XXIII - SUCCESSORS AND ASSIGNS.

This Agreement is not transferable or assignable, in whole or in part, and any Signatory Partner may terminate its participation in this Agreement subject to Article V.

Article XXIV - GOVERNING LAW.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

Article XXV - VENUE.

Any action which may arise out of this Agreement shall be brought in Washington State and King County. Provided, that any action against a participating County may be brought in accordance with RCW 36.01.050.

Article XXVI - TORT CLAIMS.

It is not the intention of this Agreement to remove from any of the Signatory Partners any protection provided by any applicable Tort Claims Act. However, between Requester and Responder, Requester retains full liability to Responder for any claims brought against Responder as described in other provisions of this agreement.

Article XXVII - WAIVER OF RIGHTS.

Any waiver at any time by any Signatory Partner of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

Article XXVIII - INVALID PROVISION.

The invalidity or unenforceability of any provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Article XXIX - NOTICES.

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by EMAC, care of the KCOEM, 3511 NE 2nd Street, Renton WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, (iii) transmitted by electronic mail, or (iv) sent by United States Mail, postage prepaid, to the EMAC.

Signatory Documentation Sheet

The Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington is intended to be adopted as the framework for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components, as of January 2014, are the following:

- Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County
- Agreement (legal and financial)

IN WITNESS WHEREOF, the Signatory Partner hereto has caused this Regional Coordination Framework for Disasters and Planned Events to be executed by duly authorized representatives as of the date of their signature:

ORGANIZATION:

ADDRESS:

AUTHORIZED SIGNATURE:

DATE: _____

Please submit this form to the King County Office of Emergency Management
3511 NE 2nd Street
Renton, WA 98056



Agenda Bill No. 14-185

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: November 24, 2014
SUBJECT: **Valley Communications 2015 Contract**

ATTACHMENTS: **Resolution No. 2014-218**
Agreement for 2015 Services, Exhibit "A"

Previous Council Review Date: 11/17/14

Summary: Yearly, Valley Communications Center requires a supplemental agreement be signed for the coming year. We agree to pay the rate for the Calls for Service and use of the 800 MHz airtime. The rate this year shall be \$40.65 for each dispatchable call, an increase of \$3.17 per call. The yearly rate for use of the radio system are estimated at \$12,069.00.

Recommended Action: Recommend the approval of the supplemental agreement for dispatch services for 2015.

Motion for Consideration: I move to approve Resolution No. 2014-218 approving the supplemental agreement for dispatch services with Valley Communications for 2015.

Budget Impact: An increase of \$17,000 from 2014.

Alternatives: There are no alternatives. Valley Comm is the only dispatch center that is available.

**City of Pacific
Washington**

RESOLUTION NO. 2014-185

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH
VALLEY COMMUNICATIONS FOR 2015.**

WHEREAS, the City of Pacific Police Department depends on the Communication Center to keep track of the location of officers are at all times, and

WHEREAS, the Communication Center receives and analyzes all calls for service from the citizens of Pacific prior to dispatching the officer, and

WHEREAS, the Communication Center relays information constantly to the officer(s) regarding vehicle information, suspect information and confirms all misdemeanor and felony warrants for the officer(s), and

WHEREAS, an officer's safety relies on a quality Communication Center during each shift that is worked.

**THEREFOR, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PACIFIC, WASHINGTON**

Section 1. The Pacific City Council hereby authorizes the Mayor to sign and enter into the 2015 contract with the Valley Communications Center, attached as Exhibit A.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 24TH DAY OF NOVEMBER, 2014.**

Leanne Guier, Mayor

Amy Stevenson Ness, City Clerk

Carol Morris, City Attorney



MEMORANDUM

FROM: Mary Sue Robey, Administrations Services Manager
DATE: November 7, 2014
SUBJECT: Contract, EXHIBIT "A"

Please sign the attached exhibit A to your contract with Valley Com and return one copy to me for our records by November 24, 2014.

If you have questions regarding this document please contact me at 253-372-1520.

Thank you.



EXHIBIT "A"
to the
AGREEMENT
by and between
VALLEY COMMUNICATIONS CENTER
and
PACIFIC POLICE DEPARTMENT

This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **PACIFIC POLICE DEPARTMENT**

This appendix shall remain in effect from **January 1, 2015** thru **December 31, 2015**.

- A.1 The rate shall be **Forty Dollars and Sixty Five Cents (\$40.65)** for each dispatchable call.
- A.2 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios plus airtime usage. Annual costs for 2015 are estimated at **Twelve Thousand and Sixty Nine Dollars (\$12,069.00)**
- A.3 **ACCESS** user fees will be charged on a quarterly basis determined by user agency transaction count. Transactions for any given calendar year are used to determine fees for two years past the year when the transaction count was taken.

Signed this **6th** day of **November, 2014**.



LORA UELAND
EXECUTIVE DIRECTOR

MAYOR



Agenda Bill No. 14-186

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, Finance Director

MEETING DATE: November 24, 2014

SUBJECT: Ordinance Tax Levy.

ATTACHMENTS: Preliminary King/Pierce Counties Levy Limit Worksheet – 2015 Tax Roll Ordinance No. 2014-1881

Previous Council Review Date: Various Meetings.

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

The City Council held a public hearing on the potential tax levy increase on October 27, 2014.

The estimated valuation for the City of Pacific is \$564,179,057 including new construction. The statutory limit for the City of Pacific is \$2.10 per \$1,000/value. The limit on increasing without a vote of the public is 101%.

The rate for 2013 was \$1.62685/1,000, which calculated out to a Tax Levy of \$884,968.

Proposed for 2014 is \$1.61456/1,000, which calculates as \$905,630 an increase of \$15,849 other than new construction and \$18,208 including the new construction.

In order to levy at the statutory limit the City would have been required to put a lid lift to a vote of the public. \$2.15182/1,000 would be \$1,214,012.

Recommendation/Action: Accept this as the first reading of Ordinance No. 2014-1881 adopting the tax levy for the year 2015 with no additional rate increases other than those due to increased assessed valuation and new construction.

Motion for Consideration: move to accept this as the first reading of Ordinance No. 2014-1881 Adopting the tax levy for the year 2015.

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2014-1881**

AN ORDINANCE OF THE CITY OF PACIFIC, KING COUNTY AND PIERCE COUNTY, WASHINGTON, FIXING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED IN THE CITY OF PACIFIC FOR THE YEAR 2015; AND ESTABLISHING AN EFFECTIVE DATE; AND ESTABLISHING SEVERABILITY.

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

WHEREAS, the City Council of the City of Pacific has properly given notice of the public hearing held October 27, 2014 to consider the City's General Fund revenue sources, including consideration of possible increases in property tax revenues for the 2015 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the statutory limit that the City may levy to raise funds from property taxes is \$2.15182 per \$1,000 of assessed value or 101% of the highest prior levy, not to exceed \$2.15182 per \$1,000 of assessed value.

WHEREAS, the City's actual levy amount from the previous year was \$884,968; and

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

Section 1. The City Council considered all relevant evidence and testimony presented at the public hearing, and determined that the City of Pacific requires a regular levy in the amount of \$905,630 for the year 2015. This is a 1.79% increase in property tax revenue from the previous year, in order to discharge the expected expenses and obligations of the City of Pacific and in its best interest. This increase of \$15,849 is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed and wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and refunds made.

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

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 24TH DAY OF NOVEMBER, 2014.

CITY OF PACIFIC

Mayor Leanne Guier

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Carol Morris, City Attorney

PRELIMINARY
KING/PIERCE COUNTIES
LEVY LIMIT WORKSHEET – 2015 Tax Roll

TAXING DISTRICT: City of Pacific

The following determination of your regular levy limit for 2015 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Fire District 61 Estimated Fire rate: 1.00000
 Annexed to Library District (Note 1) Estimated Library rate: 0.44818

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
891,898	Levy basis for calculation: (2014 Limit Factor) (Note 2)	891,898
1.0100	x Limit Factor	1.0159
900,817	= Levy	906,088
1,508,252	Local new construction	1,508,252
0	+ Increase in utility value (Note 3)	0
1,508,252	= Total new construction	1,508,252
1.62685	x Last year's regular levy rate	1.62685
2,454	= New construction levy	2,454
903,271	Total Limit Factor Levy	908,542
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
903,271	Total Limit Factor Levy + new lid lifts	908,542
564,179,057	÷ Regular levy assessed value less annexations	564,179,057
1.60104	= Annexation rate (cannot exceed statutory maximum rate)	1.61038
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
903,271	+ Limit Factor Levy	908,542
903,271	= Total RCW 84.55 levy	908,542
2,359	+ Relevy for prior year refunds (Note 5)	2,359
905,630	= Total RCW 84.55 levy + refunds	910,901
	Levy Correction: Year of Error _____ (+or-)	
905,630	ALLOWABLE LEVY (Note 6)	910,901
Increase Information (Note 7)		
1.60522	Levy rate based on allowable levy	1.61456
884,968	Last year's ACTUAL regular levy	884,968
15,849	Dollar increase over last year other than N/C – Annex	21,120
1.79%	Percent increase over last year other than N/C – Annex	2.39%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	564,179,057
	x Maximum statutory rate	2.15182
	= Maximum statutory levy	1,214,012
	+Omitted assessments levy	0
	=Maximum statutory levy	1,214,012
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.
Please read carefully the notes on the reverse side.

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omits are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***

43460
CITY OF PACIFIC

Agenda Bills

Agenda Item No.	<u>Consent Agenda 10A</u>	Meeting Date:	<u>November 24, 2014</u>
	<u>Claim Voucher & Payroll</u>		<u>Richard Gould</u>
Subject:	<u>Approval</u>	Prepared by:	<u>Finance Director</u>

Summary:

Approval of Payroll for the period of November 1, 2014 through November 15, 2014; Claims Vouchers for November 11, 2014 through November 24, 2014.

Payroll Auto Deposit	\$ 63,905.67
Payroll Ch#'s 4828– 4833	6,192.73
Claim Checks: #44274 - 44321	\$358,627.24
EFT's	\$ 37,106.37
Total Expenditures	<u>\$ 465,832.01</u>

Recommendation: Approval of payment for Payroll and Claims

Motion: move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

11/11/2014 To: 11/24/2014

Time: 09:03:45 Date: 11/20/2014

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6708	11/20/2014	Payroll	1	EFT		109.94	November 1 - 15 Payroll
6710	11/20/2014	Payroll	1	EFT		2,988.15	November 1 - 15 Payroll
6712	11/20/2014	Payroll	1	EFT		4,044.18	November 1 - 15 Payroll
6713	11/20/2014	Payroll	1	EFT		2,181.46	November 1 - 15 Payroll
6714	11/20/2014	Payroll	1	EFT		293.98	November 1 - 15 Payroll
6716	11/20/2014	Payroll	1	EFT		1,158.65	November 1 - 15 Payroll
6717	11/20/2014	Payroll	1	EFT		2,499.14	November 1 - 15 Payroll
6718	11/20/2014	Payroll	1	EFT		92.10	November 1 - 15 Payroll
6719	11/20/2014	Payroll	1	EFT		3,232.62	November 1 - 15 Payroll
6720	11/20/2014	Payroll	1	EFT		317.96	November 1 - 15 Payroll
6721	11/20/2014	Payroll	1	EFT		754.18	November 1 - 15 Payroll
6722	11/20/2014	Payroll	1	EFT		3,091.47	November 1 - 15 Payroll
6723	11/20/2014	Payroll	1	EFT		91.50	November 1 - 15 Payroll
6724	11/20/2014	Payroll	1	EFT		159.92	November 1 - 15 Payroll
6725	11/20/2014	Payroll	1	EFT		92.10	November 1 - 15 Payroll
6726	11/20/2014	Payroll	1	EFT		2,775.09	November 1 - 15 Payroll
6727	11/20/2014	Payroll	1	EFT		81.50	November 1 - 15 Payroll
6728	11/20/2014	Payroll	1	EFT		402.87	November 1 - 15 Payroll
6729	11/20/2014	Payroll	1	EFT		1,546.46	November 1 - 15 Payroll
6731	11/20/2014	Payroll	1	EFT		3,123.69	November 1 - 15 Payroll
6732	11/20/2014	Payroll	1	EFT		1,734.92	November 1 - 15 Payroll
6733	11/20/2014	Payroll	1	EFT		1,336.68	November 1 - 15 Payroll
6734	11/20/2014	Payroll	1	EFT		2,447.32	November 1 - 15 Payroll
6735	11/20/2014	Payroll	1	EFT		2,169.52	November 1 - 15 Payroll
6736	11/20/2014	Payroll	1	EFT		1,674.04	November 1 - 15 Payroll
6737	11/20/2014	Payroll	1	EFT		92.10	November 1 - 15 Payroll
6738	11/20/2014	Payroll	1	EFT		1,877.92	November 1 - 15 Payroll
6740	11/20/2014	Payroll	1	EFT		1,669.91	November 1 - 15 Payroll
6741	11/20/2014	Payroll	1	EFT		1,929.60	November 1 - 15 Payroll
6742	11/20/2014	Payroll	1	EFT		963.54	November 1 - 15 Payroll
6743	11/20/2014	Payroll	1	EFT		1,413.43	November 1 - 15 Payroll
6744	11/20/2014	Payroll	1	EFT		2,147.00	November 1 - 15 Payroll
6745	11/20/2014	Payroll	1	EFT		1,534.10	November 1 - 15 Payroll
6747	11/20/2014	Payroll	1	EFT		2,406.78	November 1 - 15 Payroll
6748	11/20/2014	Payroll	1	EFT		1,806.74	November 1 - 15 Payroll
6749	11/20/2014	Payroll	1	EFT		1,325.92	November 1 - 15 Payroll
6750	11/20/2014	Payroll	1	EFT		1,587.70	November 1 - 15 Payroll
6751	11/20/2014	Payroll	1	EFT		46.04	November 1 - 15 Payroll
6752	11/20/2014	Payroll	1	EFT		2,743.89	November 1 - 15 Payroll
6753	11/20/2014	Payroll	1	EFT		1,304.63	November 1 - 15 Payroll
6754	11/20/2014	Payroll	1	EFT		1,354.06	November 1 - 15 Payroll
6755	11/20/2014	Payroll	1	EFT		1,302.87	November 1 - 15 Payroll
6756	11/20/2014	Payroll	1	EFT	INTERNAL REVENUE SERVICE	25,820.50	941 Deposit For 11/20/2014 - 11/20/2014
6757	11/20/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	11/20/2014 To 11/20/2014 - DCP - DRS
6761	11/18/2014	Claims	1	EFT	WA ST DEPARTMENT OF REVENUE		Void
6763	11/18/2014	Claims	1	EFT	WA ST DEPARTMENT OF REVENUE	10,660.87	October 2014 Excise Tax
6709	11/20/2014	Payroll	1	4828		1,269.71	November 1 - 15 Payroll
6711	11/20/2014	Payroll	1	4829		2,410.31	November 1 - 15 Payroll
6715	11/20/2014	Payroll	1	4830		1,152.21	November 1 - 15 Payroll
6730	11/20/2014	Payroll	1	4831		1,009.71	November 1 - 15 Payroll
6739	11/20/2014	Payroll	1	4832		258.69	November 1 - 15 Payroll
6746	11/20/2014	Payroll	1	4833		92.10	November 15 Payroll

CHECK REGISTER

City Of Pacific
MCAG #: 0423

11/11/2014 To: 11/24/2014

Time: 09:03:45 Date: 11/20/2014

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6782	11/24/2014	Claims	1	44274	ACCO ENGINEERED SYSTEMS	304.41	POLICE: HVAC REPAIRS/MAINTENANCE
6783	11/24/2014	Claims	1	44275	AHBL INC	412.50	
6784	11/24/2014	Claims	1	44276	ALPINE PRODUCTS INC	54.59	PW: TRAFFIC SOLVENT PAINT
6785	11/24/2014	Claims	1	44277	AMERICAN PLANNING ASSOCIATION	450.00	CD: PAULA WEICH AICP MEMBERSHIP DUES
6786	11/24/2014	Claims	1	44278	AUBURN ELECTRICAL SERVICE	359.69	PW: ELECTRICAL REPAIRS; POLICE: ELECTRICAL REPAIRS
6787	11/24/2014	Claims	1	44279	AUBURN VALLEY TOWING	525.60	POLICE: TOW BILLS
6788	11/24/2014	Claims	1	44280	AUS WEST LOCKBOX	81.34	
6789	11/24/2014	Claims	1	44281	BLUMENTHAL UNIFORMS	130.58	POLICE: UNIFORMS; POLICE: UNIFORMS
6790	11/24/2014	Claims	1	44282	CASCADE MOBILE MIX CONCRETE	428.15	PW: CONCRETE @ ASPEN PARK
6791	11/24/2014	Claims	1	44283	CENTURYLINK	90.72	
6792	11/24/2014	Claims	1	44284	CITY OF AUBURN	136.94	
6793	11/24/2014	Claims	1	44285	ALEJANDRA CONTRERAS	123.52	COURT: INTERPRETER SERVICES
6794	11/24/2014	Claims	1	44286	JULIA DAVIDOV	213.44	COURT: INTERPRETER SERVICES
6795	11/24/2014	Claims	1	44287	FINISH LINE CLEANING	3,020.00	CITY HALL, REC CENTER, SR. CENTER: JANITORIAL SERVICES; POLICE: JANITORIAL SERVICES
6796	11/24/2014	Claims	1	44288	H D FOWLER CO INC	1,581.07	PW: FIRE HYDRANTS
6797	11/24/2014	Claims	1	44289	ICON MATERIALS	139,874.30	PW: 5/8" TOP COURSE (RESTOCK BINS); STEWART RD/THORNTON AVE IMPROVEMENTS - MONTHLY PROGRESS ESTIMATE #4 (00/21/14 - 10/20/14) **GRANT**
6798	11/24/2014	Claims	1	44290	INTERCOM LANGUAGE SERVICES	260.00	COURT: INTERPRETER SERVICES
6799	11/24/2014	Claims	1	44291	KC DOT ROAD SRVC DIV	1,234.13	
6800	11/24/2014	Claims	1	44292	KING COUNTY DIRECTORS' ASSOC	283.53	PW: OFFICE SUPPLIES; CITY HALL: JANITORIAL SUPPLIES; PW: OFFICE SUPPLIES; PW: OFFICE SUPPLIES
6801	11/24/2014	Claims	1	44293	KING COUNTY FINANCE	102,907.15	WASTEWATER TREATMENT; PW: DUMP FEES (TRASH SIDE OF ROAD)
6802	11/24/2014	Claims	1	44294	KPG	45,200.34	PROJECT #14057: STEWART RD/THORNTON AVE IMPROVEMENT - CM SERVICES (**GRANT**)
6803	11/24/2014	Claims	1	44295	LEGEND DATA SYSTEMS, INC.	128.66	FINANCE: ID CARDS, BADGE HOLDERS & LANYARDS
6804	11/24/2014	Claims	1	44296	LEXISNEXIS	90.90	POLICE: OCTOBER 2014 CONTRACT FEE

CHECK REGISTER

City Of Pacific
MCAG #: 0423

11/11/2014 To: 11/24/2014

Time: 09:03:45 Date: 11/20/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6805	11/24/2014	Claims	1	44297	VANNARA LIM	150.00	COURT: INTERPRETER SERVICES
6806	11/24/2014	Claims	1	44298	LIQUID ENGINEERING CORPORATION	3,066.00	
6807	11/24/2014	Claims	1	44299	MCLENDON HARDWARE	536.63	PW: SUPPLIES
6808	11/24/2014	Claims	1	44300	NATIONAL BARRICADE COMPANY	182.70	PW: FENCE STAKES (PARKS); PW: ORANGE PLASTIC SAFETY FENCING (PARKS)
6809	11/24/2014	Claims	1	44301	THE NEWS TRIBUNE	425.96	AD FOR BUILDING INSPECTOR POSITION
6810	11/24/2014	Claims	1	44302	NORTHWEST EMBROIDERY	603.64	PW: NEW EMPLOYEE ATTIRE
6811	11/24/2014	Claims	1	44303	OLYMPIC ENVIRONMENTAL RESOURCE	22,248.33	DOE GRANT - 2014 PACIFIC RECYCLING PROGRAM IMPLEMENTATION (***GRANT***)
6812	11/24/2014	Claims	1	44304	PACIFIC OFFICE AUTOMATION	541.47	POLICE: COPY MACHINE
6813	11/24/2014	Claims	1	44305	PETROCARD SYSTEMS INC	3,895.23	FUEL SERVICES
6814	11/24/2014	Claims	1	44306	PREG O'DONNELL & GILLETT PLLC	988.27	LEGAL SERVICES: CITY OF PACIFIC VS. CY SUN
6815	11/24/2014	Claims	1	44307	RED WING SHOE STORE	149.94	PW: J. SCHUNKE WORK BOOTS
6816	11/24/2014	Claims	1	44308	SONSRAY MACHINERY LLC	6,973.78	PW: BACKHOE REPAIRS
6817	11/24/2014	Claims	1	44309	SOUND PUBLISHING INC	547.81	LEGAL NOTICES
6818	11/24/2014	Claims	1	44310	SOUND SAFETY PRODUCTS INC	1,277.84	PW: NEW EMPLOYEE UNIFORMS; PW: STAFF UNIFORM
6819	11/24/2014	Claims	1	44311	SPRINT	628.58	POLICE: CELL PHONE SERVICES
6820	11/24/2014	Claims	1	44312	AMY STEVENSON-NESS	26.00	REIMB. FOR DINNER @ AWC MEMBERS EXPO
6821	11/24/2014	Claims	1	44313	SUNBELT RENTALS, INC.	1,430.92	PW: LIFT TRUCK TO HANG XMAS LIGHTS FOR CITY HALL
6822	11/24/2014	Claims	1	44314	TOTAL AUTO CARE	46.96	POLICE: OIL CHANGE FOR POLICE VEHICLE
6823	11/24/2014	Claims	1	44315	US BANK N.A. - CUSTODY TREASURY DIV.	112.00	CUSTODY CHARGES
6824	11/24/2014	Claims	1	44316	UTILITIES UNDERGROUND LOCATE	56.76	PW: EXCAVATION NOTIFICATIONS FOR OCT. 2014 (44)
6825	11/24/2014	Claims	1	44317	VALLEY COMMUNICATIONS	15,901.77	POLICE: OCT. 2014 911 CALLS (424.5)
6826	11/24/2014	Claims	1	44318	VERIZON WIRELESS	712.09	CELL PHONE SERVICES
6827	11/24/2014	Claims	1	44319	WA DEPT OF HEALTH	84.00	PW: WATERWORKS OPERATOR CERTIFICATION FEES
6828	11/24/2014	Claims	1	44320	WASHINGTON STATE PATROL	99.00	POLICE: BACKGROUND CHECKS
6829	11/24/2014	Claims	1	44321	WSCP A	50.00	POLICE: WSCP A ANNUAL DUES

CHECK REGISTER

City Of Pacific
MCAG #: 0423

11/11/2014 To: 11/24/2014

Time: 09:03:45 Date: 11/20/2014
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		101 Street				11,192.95	
		308 Valentine Road Project				412.50	
		310 Stewart/Thornton Ave Rd Projec				184,909.66	
		401 Water				20,292.34	
		402 Sewer				118,523.72	
		403 Garbage				22,248.33	
		409 Storm				9,780.35	
		800 Payroll EE Benefit Clearing				-9,739.98	
						<hr/>	Claims: 369,288.11
						465,832.01	Payroll: 96,543.90

Voucher Approval

We, the undersigned Council members of the City of Pacific, do hereby certify that the Vouchers specified were reviewed and were approved for payment at the Regular Council Meeting

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



City Council Minutes

**Regular Meeting
October 27, 2014
6:30 p.m.**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Jones, Kave, Oliveira, Steiger, Council President Putnam, and Mayor Guier

Absent: Council Member Walker (arrived at 6:32 p.m.)

STAFF PRESENT

Public Safety Director John Calkins, Community Development Assistant Director Darcie Thach, Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Community Development Manager Jack Dodge removed agenda item 8A from the agenda.

Voice vote was taken and carried 7-0

PUBLIC HEARING – 2015 Revenues and Ad Valorem Levy

Mayor Guier opened the public hearing at 6:31 p.m.

City Administrator Richard Gould provided information regarding the 2015 revenues and Ad Valorem Levy. (Council Member Walker arrived at 6:32 p.m.)

Speaking before Council:

Jeanne Fancher, 37248 55 th Ave S	Sent out questions to blog readers asking them for input regarding the hearing.
Barbara Lourdes	Please email a copy of preliminary budget

Mayor Guier closed the public hearing at 6:37 p.m.

AUDIENCE COMMENT

Speaking before Council:

Angie Dire, 722 3 rd Ave NE	Thank you for support for Public Health; hope the support continues
Jeanne Fancher, 37248 55 th Ave S.	RE: comments heard about changing from Public Safety Director to Police Chief;
Kate Hull Pease, 102 Alder Lane S	Thank you to Mayor Guier for attending Make a Difference Day at Terry Home; Earth Day is on April 25, 2015; hope to see more council attendance at Earth Day.

REPORTS

A. Mayor

Mayor Guier reported:

- Thanks to Park Board for organizing Make A Difference Day and making Terry Home the location; residents appreciated hot dog bbq; board asked her to thank the Park Board
- Thanks to Council for attending the budget workshop on October 22.
- Cities and Schools Committee, will be held at the Senior Center on October 29, 2014, at 6:00 p.m. Darcie and Joanne will be cooking dinner as a fundraiser. Council is welcome to attend.
- Thanks to Council for support of Public Health Clinic of Auburn. She attended the county's public hearing and testified against the closure. Ten percent of the city's population uses clinic.

B. City Administrator

City Administrator Gould reported:

- Working on creating preliminary budget that is due to the City Clerk by October 31.
- Negotiations were on October 21 with the uniformed union where Council's counter proposal was presented. The next meeting will be on November 6 at 10:00 a.m.
- Working with attorney for housekeeping to clean up/close unused funds
- Working with personnel attorney about exchange time and management days
- Working with investment broker to buy bond \$158,000; looking at another largest bond for 4 or 5 years; 10x the interest in December than last 4 years combined.

C. Court

- No Report

D. Public Safety Department

Public Safety Director John Calkins reported

- No report

E. Public Works Department

Public Works Manager Lance Newkirk reported:

- Seasonal reminder of activities and to practice erosion control during the rainy season.
- Striping project; will be correcting striping on 1st Avenue. They will be taking care of a couple of areas due to parked vehicles.
- Vehicle equipment inventory is being completed and a replacement schedule created. He will be reporting back when completed.

F. Community Development Department

Community Development Manager Jack Dodge reported:

- Pierce County said they will take another week to review the new contract; The city attorney provided a new contract and it will be have on the workshop by November 3 with a special meeting after the workshop
- Have contacted private contractors regarding further contracting for building inspection and plan review to have backup
- Reviewed the Planning Commission agenda for October 28, including King County Biodiversity discussion, first look at revisions to Accessory Dwelling Unit regulations and to advise and keep the Planning Commission in the loop regarding the SEPA changes.
- Park Board meeting will be on November 4. A discussion regarding pickleball courts and locations will be held.

G. Community/Senior/Youth/Services

Community Services Assistant Darcie Thach:

- Reviewed the plans for the Halloween parties and festivities for the senior center and youth.
- Meals on Wheels is only servicing 3 people in the community. She encouraged people to let her know if there are neighbors or others in the area that need

H. City Council Members

- Council Member Jones apologize for absence last week he threw out back and was ill on Monday. He explained his health is deteriorating and will be placed on the list for a lung transplant.
-He heard from council members regarding the Police Department issues. He suggested that the city communicate with AWC and MRSC to look at civil service rules and our rules versus civil service.

I. Boards and Committees

i. Finance Committee

Council Member Kave advised a meeting will be held on Thursday, October 20 at 6:30 p.m.

ii. Governance Committee

Council Member Oliveira stated no meeting was held.

iii. Human Services Committee

Council Member Jones stated next the next meeting will be on November 4.

iv. Public Safety Committee

Council Member Garberding reported a meeting will be held on November 5.

v. Public Works Committee
Council Member Steiger reported the meetings are scheduled for the first Wednesday of each month at 7:00 p.m.

vi. Technology Committee
Council Member Walker advised the committee met on October 16 where they Agreed to look at additional vendors to get more bang for the buck. Additionally they looked at microphones for the sound system. City Administrator Gould will meet with Avidex to get another proposal. The next meeting will be held on November 20 at 5:00 p.m.

vii. Park Board
Katherine Hull reported;

- Saturday, October 25 was a Park Board event at Terry Home. During Make A Difference Day, \$161.10 was donated and work was done inside.
- April 25, 2015, is Earth Day and she would like to have four council members in attendance.

viii. Planning Commission

- No Report

ix. Pierce County Regional Council (PCRC)
Public Works Manager Lance Newkirk will be attending the meetings. The next Meeting will be on November 6.

x. Sound Cities Association (SCA)
Mayor Guier reported they have not had a meeting.

xi. South County Area Transportation Board (SCATBd)
Mayor Guier was unable to attend.

xii. Valley Regional Fire Association (VRFA)
Council Member Walker reported the Board of Governance adopted a Resolution against closure. They will meet again this month to approve the Budget.

OLD BUSINESS

A. Resolution No. 2014-204: Authorizing the renewal of a Memorandum of Agreement with Catholic Community Services of Western Washington for the provision of a senior meal program from January 1, 2015 through December 31, 2016.

Community Services Assistant Darcie Thach requested that Council approve the MOA so lunch can still be provided to the seniors.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2014-204 authorizing the renewal of a Memorandum of Agreement with Catholic Community Services of Western Washington for the provision of a senior meal program from January 1, 2015 through December 31, 2016. Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

B. Resolution No. 2014-205: Authorizing the execution of an agreement with Intolight for Stewart Road Street Lighting System in the amount of \$127,080.51.

Mr. Newkirk advised that this was part of the Stewart Road project and needed to move forward to avoid delaying the project.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2014-205 authorizing the execution of an agreement with Intolight for Stewart Road Street Lighting System in the amount of \$127,080.51. Seconded by Council Member Jones.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

C. Resolution No. 2014-206: Approving the right of way purchase offer to a property owner on Valentine Avenue for construction of improvements to the Valentine Avenue corridor.

Mr. Newkirk stated this agreement is another element allowing the City to finalize the Valentine Avenue project.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2014-206 approving the right of way purchase offer to the owner of the property at 995 Valentine Avenue. Seconded by Council Member Steiger.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

D. Resolution No. 2014-207: Approving the right of way purchase offer to a property owner on Valentine Avenue for construction of improvements to the Valentine Avenue corridor.

Mr. Newkirk advised this agreement is also needed to finalize the Valentine Avenue project.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2014-207 approving the right of way purchase offer to the owner of the property at 558 Valentine Avenue. Seconded by Council Member Steiger.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

E. Resolution No. 2014-208: Authorizing the execution of a contract with AHBL for engineering design services associated with the Pierce County portion of the West Valley Highway Improvement Project.

Mr. Newkirk advised this contract with AHBL will be for design services associated with the Pierce County portion of the West Valley Highway improvement project. The costs of the services would be paid from the PSRC grant and the remainder from the City's Street Construction funds.

COUNCIL MEMBER STEIGER MOVED to approve Resolution No. 2014-208 authorizing the execution of a contract with AHBL for engineering design services associated with the Pierce County portion of the West Valley Highway Improvement Project. Seconded by Council Member Jones.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

F. Resolution No. 2014-210: Setting the time and place for public hearings to take public testimony on the City's final budget for 2015.

Mr. Gould advised that two public hearings need to be held to take public testimony regarding the City's budget for 2015.

COUNCIL MEMBER PUTNAM MOVED to approve Resolution No. 2014-210 setting two public hearings, November 10, 2014 at approximately 6:30 p.m. and December 1, 2014, at approximately 6:30 p.m., to receive public testimony regarding the City of Pacific's final budget for 2015. Seconded by Council Member Steiger.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

G. Approval of 3rd Quarter Financial Reports

Mr. Gould reviewed the financial reports for the third quarter.

COUNCIL MEMBER OLIVEIRA MOVED to approve the Third Quarter Financial Reports. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

The motion carried 7-0.

CONSENT AGENDA

A. Payroll and Voucher Approval

B. Approval of the minutes from the workshop of October 6, 2014, and the meetings of September 22, 2014 and October 14, 2014.

COUNCIL MEMBER JONES MOVED to approve the Consent Agenda. Seconded by Council Member Kave. Voice vote was taken and carried 7-0.

EXECUTIVE SESSION

Mayor Guier convened to executive session at 7:35 p.m. for 10 minutes for collective bargaining per RCW 42.30.140(4)(a). At 7:45, the executive session was extended 5 minutes.

The meeting was called back to order at 7:51 p.m.

ADJOURN

There being no further business, Mayor Guier adjourned the meeting at 7:51 p.m.

Amy Stevenson-Ness, City Clerk



Special Meeting
Monday, November 3, 2014
7:19 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the special meeting to order at 7:19 p.m.

ROLL CALL

Present: Council Members Garberding, Kave, Knudtson, Steiger, Walker, Council President Putnam, Mayor Pro Tem Jones, and Mayor Guier

STAFF PRESENT

City Administrator Richard Gould; Community Development Manager Jack Dodge, Public Safety Director John Calkins, and City Clerk Amy Stevenson-Ness.

ACTION ITEM:

A. Resolution No. 2014-214: Authorizing the execution of an agreement with BHC Consultants for building inspection and plan review.

Community Development Manager Jack Dodge advised this agreement will provide building inspection and plan review as well as building official services.

Also looking at contracting with Sound Inspections and Pierce County to have back up available to avoid a break in service.

COUNCIL MEMBER PUTNAM MOVED to approve the execution of an agreement with BHC Consultants for building inspection and plan review. Seconded by Council Member Jones.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

The motion carried 7-0.

ADJOURN

Mayor Guier adjourned the meeting at 7:26 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Workshop
Monday, November 3, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Council President Putnam called the regularly-scheduled meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker, Mayor Guier

STAFF PRESENT

City Administrator Richard Gould; Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, and City Clerk Amy Stevenson-Ness.

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

AGENDA ITEMS

A. Discussion: AB 14-175: Resolution No. 2014-211: Authorizing the Court Administrator to execute an Interagency Agreement with Washington State Administrative Office of the Courts for Interpreter Reimbursement.

Court Administrator Kelly Rydberg advised the contract is for reimbursement of interpreters for the Court and runs from July 2014 through June 2015 and is done every year.

Direction by consensus of Council: Move forward to the meeting on November 10, 2014.

B. Discussion: AB-176: Resolution No. 2014-212: Authorizing the execution of Supplement No. 1 to a contract with AHBL for additional engineering design services associated with additional work for the first phase of the West Valley Highway Rehabilitation Project

Public Works Manager Lance Newkirk advised the item is for additional survey work on the project to pick up additional features on the east side of the roadway and to get the topographic picture of the east side of the roadway.

Direction by consensus of Council: Move forward to the meeting on November 10, 2014.

C. Discussion: AB 14-177: Resolution No. 2014-213: Authorizing Change Order No. 2 to the Stewart Road Contract with Icon Materials for road reconstruction work on Stewart Road.

Mr. Newkirk stated this is for the Stewart Road Project to resolve the utility conflicts in the amount of approximately \$49,000. The change order needs to move forward to keep the project on track.

Direction by consensus of Council: Move forward to the meeting on November 10, 2014.

At 6:40 p.m., Council President Putnam convened to executive session per RCW 42.30.140 (4)(a) for Collective Bargaining for 30 minutes.

At 7:10 p.m., the executive session was extended 10 minutes.

At 7:19 p.m., Council President Putnam reconvened the workshop.

ADJOURN

Council President Putnam adjourned the workshop at 7:19 p.m.

Amy Stevenson-Ness, City Clerk