



NOTICE OF PUBLIC HEARING

December 23, 2013

NOTICE IS HEREBY GIVEN that on **Monday, JANUARY 27, 2014**, at approximately 6:30 p.m., the City Council will conduct a public hearing during the regular City Council meeting for the purpose of taking public testimony regarding a Development Agreement between the City of Pacific and Gordon Pacific, LLC.

This hearing will take place in the City Council Chambers at Pacific City Hall, 100 3rd Avenue SE, Pacific, Washington. All persons will have an opportunity to present their oral comments at the meeting. Those wishing to submit written comments may do so at the public hearing or by submitting them to the City Clerk by 5:00 p.m. on Monday, January 27, 2014.

A handwritten signature in blue ink that reads "Amy Stevenson-Ness".

Amy Stevenson-Ness
City Clerk
City of Pacific



NOTICE OF PUBLIC HEARING

December 30, 2013

NOTICE IS HEREBY GIVEN that on **MONDAY, JANUARY 27, 2014**, at approximately 6:30 p.m., the City Council will conduct a public hearing during the regular City Council meeting for the purpose of taking public testimony regarding a sewer and water rate hike in 2014.

This hearing will take place in the City Council Chambers at Pacific City Hall, 100 3rd Avenue SE, Pacific, Washington. All persons will have an opportunity to present their oral comments at the meeting. Those wishing to submit written comments may do so at the public hearing or by submitting them to the City Clerk by 5:00 p.m. on Monday, January 27, 2014.

A handwritten signature in blue ink that reads "Amy Stevenson-Ness".

Amy Stevenson-Ness
City Clerk
City of Pacific



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

January 27, 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. PRESENTATION**
- 5. 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.)
- 6. REPORTS**
 - A. Mayor
 - B. Finance
 - C. Court
 - D. Public Safety Department
 - E. Public Works/Community Development Departments
 - F. Community/Senior/Youth/Services
 - G. City Council Members
 - H. Boards and Committees
 - i. Finance Committee
 - ii. Human Services Committee
 - iii. Public Safety Committee
 - iv. Public Works Committee
 - v. Technology Committee
 - vi. Park Board
 - vii. Civil Service Commission
 - 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)
- 7. PUBLIC HEARINGS**
 - A. 2014 Sewer and Water Rate Hike**
 - B. Development Agreement between the City of Pacific and Gordon Pacific, LLC**
- 8. OLD BUSINESS**

9. NEW BUSINESS

A. Resolution 14-101 setting a public hearing for the February 3, 2014, City Council meeting to receive comments regarding the establishment of a Transportation Benefit District.

B. Resolution 14-102: Authorizing the Mayor to execute a Washington State Department of Commerce Growth Management Act Update Grant Agreement in the amount of \$18,000 for activities associated with updating the City of Pacific Comprehensive Plan.

C. Resolution 14-103: Authorizing the execution of an agreement with Widener and Associates to perform environmental services in the Stewart Road corridor in the amount of \$11,216.

D. Establishing an ad-hoc committee to research items such as amending City Code and other issues that do not fall under the purview of Council Committees already established.

E. Discussion of the proposed marijuana moratorium and proposed interim zoning ordinance.

10. CONSENT AGENDA

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

A. Payroll and Voucher Approval

B. Approval of the minutes from the January 6, 2014, workshop and January 13, 2014, meeting.

10. ADJOURN

Finance Committee Meets: 2 nd Tuesdays	February 11, 2014 6:30 p.m.	City Hall
Human Services Committee Meets 1 st Tuesday	February 4, 2014 6:00 p.m.	City Hall
Park Board Meets 1 st Tuesday	February 4, 2014 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	January 30, 2014 6:00 p.m.	City Hall
Public Safety Committee	TBD 6:00 p.m.	City Hall
Public Works Committee Meets 1 st Wednesday	TBD 7:00 p.m.	City Hall
Technology Committee Meets 3 rd Tuesday	January 30, 2014 6:30 p.m.	City Hall

Council may add and take action on 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. Thank you.



Agenda Bill No. 14-011

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: January 27, 2014
SUBJECT: Public Hearing for the formation of a Transportation Benefit District

ATTACHMENTS: Resolution 14-101

Previous Council Review Date: N/A

Summary: The City has been trying to develop alternatives to fund the construction of needed transportation improvements throughout the City. The formation of Transportation Benefit District (TBD) provides for local revenue to fund local transportation needs. The formation of a TBD requires a Public Hearing.

Recommendation/Action: Staff recommends Council approve Resolution No. 14-101.

Motion for Consideration: Move to approve Resolution No. 14-101, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON FEBRUARY 10, 2014 AT 6:30 PM IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON THE CREATION OF A TRANSPORTATION BENEFIT DISTRICT, COMPRISING THE CORPORATE LIMITS OF THE CITY, TO FUND AND COMPLETE PROJECTS LISTED IN THE CITY'S SIX YEAR TRANSPORTATION IMPROVEMENT PLAN.

Budget Impact: The cost to have the public hearing is the cost of public notification, approximately \$350.

Alternatives: The Public Hearing is required to form a Transportation Benefit District. Until a Hearing is held, a TBD cannot be formed.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 14 - 101

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, setting the time and place for a public hearing on February 10, 2014 at 6:30 PM in the City of Pacific Council Chambers to hear from the public on the creation of a Transportation Benefit District, comprising the corporate limits of the City, to fund and complete projects listed in the City's Six Year Transportation Improvement Plan.

WHEREAS, the City of Pacific proposes creating a Transportation Benefit District as authorized by RCW 35.21.225 and governed by the provisions of Chapter 36.73 RCW; and

WHEREAS, a public hearing must be held prior to the creation.

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

Section 1. That said Transportation Benefit District shall be presented for hearing and determination on Monday, February 10, 2014, at the hour of 6:30 p.m. in the Council Chambers of the City of Pacific, at Pacific City Hall, Pacific, Washington, or as soon thereafter as the same may be heard, and that

Section 2. Notice of such hearing be given as approved by law.

ADOPTED BY THE CITY COUNCIL this 27th day of January, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY

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



Agenda Bill No. 14-013

TO: Mayor Guier and City Council Members
FROM: Paula Wiech, Planner
MEETING DATE: January 27, 2014
SUBJECT: Washington State Growth Management Update Grant Acceptance

ATTACHMENTS: Resolution No. 14-102
Interagency Agreement with Washington Department of
Commerce

Previous Council Review Date: September 3, 2013, January 21, 2014

Summary: The Washington State Growth Management Act (GMA) requires that cities “fully planning” under the Act update their Comprehensive Plans on a periodic basis. The City of Pacific is “fully planning” under the Act. It exists in two counties that require our Comprehensive Plan to conform to their Plans, and the State has set 2015 for both King and Pierce Counties to complete their periodic updates.

Comprehensive Plans “provide the framework for how our communities will grow. And like business plans, they must evolve over time to be effective.” (WA Dept. of Commerce)

The City of Pacific has revised several Chapters of its Comprehensive Plan text, and the Map several times since the last update required in 2004, but it has not fully kept up with changes in the Growth Management Act requirements.

The state is now helping small cities to “get current,” by offering grants to be used for updating Comprehensive Plans to meet required deadlines. They are offering the City of Pacific \$18,000 to make progress towards our 2015 deadline.

Recommendation/Action: Approval of the acceptance of the grant agreement.

Motion for Consideration: I move to authorize the Mayor to execute a Washington State Department of Commerce Growth Management Act Update Grant Agreement in the amount of \$18,000 for activities associated with updating the City of Pacific Comprehensive Plan.

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 14 - 102

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE
MAYOR TO EXECUTE A WASHINGTON STATE DEPARTMENT OF COMMERCE
GROWTH MANAGEMENT ACT UPDATE GRANT AGREEMENT**

WHEREAS the Washington State Growth Management Act (GMA) requires that cities “fully planning” under the Act update their Comprehensive Plans on a periodic basis; and

WHEREAS the City of Pacific is “fully planning” under the Act, and exists in two counties that require the City’s Comprehensive Plan to conform to their Plans; and

WHEREAS the State has set 2015 for both King and Pierce Counties to complete their periodic updates; and

WHEREAS the City of Pacific has been notified by the Washington State Department of Commerce that it has been approved for a grant in the amount of \$18,000 to assist in achieving a required 2015 Comprehensive Plan Update,

**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 execute a Washington State Department of Commerce Grant Agreement (attached as Exhibit A) in the amount of \$18,000 for activities associated with updating the City of Pacific Comprehensive Plan.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENESON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Department of Commerce

Innovation is in our nature.

Interagency Agreement with

City of Pacific

through

Washington State Department of Commerce
Growth Management Services

For

Growth Management Act
Update Grant

Start date:

Date of Execution

This Page is Intentionally Left Blank

TABLE OF CONTENTS

Special Terms and Conditions	1
Face Sheet.....	1
1. Contract Management	2
2. Compensation	2
3. Billing Procedures and Payment.....	2
4. Insurance.....	3
5. Order of Precedence	5
General Terms and Conditions	6
1. Definitions	6
2. Advance Payments Prohibited.....	6
3. All Writings Contained Herein.....	6
4. Amendments	6
5. Americans With Disabilities Act (ADA).....	6
6. Assignment	6
7. Attorney's Fees	6
8. Audit.....	6
9. Confidentiality/Safeguarding of Information	7
10. Conflict of Interest	8
11. Copyright Provision	8
12. Disputes	9
13. Duplicate Payment	9
14. Governing Law and Venue	9
15. Indemnification	10
16. Independent Capacity of the Grantee	10
17. Industrial Insurance Coverage.....	10
18. Laws.....	10
19. Licensing, Accreditation and Registration.....	11
20. Limitation of Authority.....	11
21. Noncompliance With Nondiscrimination Laws	11
22. Political Activities.....	11
23. Publicity.....	11
24. Recapture.....	11
25. Records Maintenance.....	11
26. Right of Inspection.....	12
27. Savings	12
28. Severability.....	12
29. Site Security	12
30. Subcontracting	12
31. Survival	12

32.	Taxes	13
33.	Termination for Cause	13
34.	Termination for Convenience	13
35.	Termination Procedures	13
36.	Treatment of Assets	14
37.	Waiver	14

Attachment A, Statement of Work

Attachment B, Budget

FACE SHEET

Contract Number: 14-63200-028

**Washington State Department of Commerce
Local Government & Infrastructure Division
Growth Management Services
Growth Management Act – Update Grant**

1. Grantee City of Pacific 100 3rd Avenue SE Pacific, WA 98047		2. Grantee Finance Representative Richard A. Gould Interim Finance Director (253) 929-6026 rgould@ci.pacific.wa.us	
3. Grantee Representative Paula Wiech Community Development/Public Works (253) 929-1111 pwiech@ci.pacific.wa.us		4. COMMERCE Representative Paul Johnson Senior Planner (360) 725-3048 paul.johnson@commerce.wa.gov PO Box 42525 Olympia, WA 98504	
5. Contract Amount \$18,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date 06/30/2015
9. Federal Funds (as applicable) N/A		Federal Agency: _____	
CFDA Number _____			
10. Tax ID # 91-600-1483	11. SWV # SWV0017017-01	12. UBI # _____	13. DUNS # _____
14. Contract Purpose The last Pacific Comprehensive Plan Update was in 2004 with several periodic revisions. A thorough review and updates to all Chapters especially, Capital Facilities, Critical Areas, and Transportation text and maps is required. In addition, Pacific will reconsider its Urban Growth Areas, and annexing its Well Field and other properties.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Statement of Work, and Attachment “B” – Budget.			
FOR GRANTEE _____ Leanne Guier, Mayor City of Pacific _____ Date		FOR COMMERCE _____ Kendee Yamaguchi, Assistant Director Local Government and Infrastructure Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed **eighteen thousand dollars (\$18,000)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed **\$18,000**, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE and upon execution of Agreement. Subsequent payments will be made upon receipt of deliverables consistent with the Statement of Work and/or required Status Report documenting progress of the project along with properly completed invoices.

Each Status Report and invoice shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number **14-63200-028**. If expenses are invoiced, provide a detailed breakdown of each type.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

Section 2, Advance Payments Prohibited, of the General Terms and Conditions attached hereto, does not apply to this Contract and is hereby deleted in its entirety.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Disallowed Costs

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

4. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.
- C.** The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Identification.** The policy must reference COMMERCE's Agreement number and the State agency name.
3. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
4. **Excess Coverage.** By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate an/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

5. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Statement of Work
- Attachment B – Budget
- add any other attachments incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

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

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

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

6. ASSIGNMENT

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

7. ATTORNEYS' FEES

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

8. AUDIT

A. General Requirements

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

The Grantee shall maintain its records and accounts so as to facilitate COMMERCE's audit requirement and shall ensure that Subgrantees also maintain auditable records.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

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

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

B. State Funds Requirements

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

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Agreement number
- Agreement award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit.

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

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

C. Documentation Requirements

The Grantee must send a copy of the audit report described above no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

- Department of Commerce
- ATTN: Audit Review and Resolution Office
- 1011 Plum Street SE
- PO Box 42525
- Olympia WA 98504-2525

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

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

If the Grantee is required to obtain a Single Audit because of Circular A-133 requirements, no other report is required.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

2. All material produced by the Grantee that is designated as “confidential” by COMMERCE;
and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by the COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this contract.

11. COPYRIGHT PROVISIONS

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

13. DUPLICATE PAYMENT

The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's performance or failure to perform the contract. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

16. INDEPENDENT CAPACITY OF THE GRANTEE

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

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

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

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

19. LICENSING, ACCREDITATION AND REGISTRATION

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

20. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

22. POLITICAL ACTIVITIES

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

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

23. PUBLICITY

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

24. RECAPTURE

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

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

25. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

26. RIGHT OF INSPECTION

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

27. SAVINGS

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

28. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

29. SITE SECURITY

While on AGENCY premises, GRANTEE, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

30. SUBCONTRACTING

Neither the Grantee nor any Subgrantee shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Contract.

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Grantee and its subgrantees agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

31. SURVIVAL

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

32. TAXES

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

33. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

34. TERMINATION FOR CONVENIENCE

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

35. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case COMMERCE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as COMMERCE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by COMMERCE, the Grantee shall:

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by COMMERCE, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of COMMERCE to the extent COMMERCE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by COMMERCE any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by COMMERCE; and
7. Take such action as may be necessary, or as COMMERCE may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

36. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed, as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees.

37. WAIVER

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

Statement of Work

Grantee: City of Pacific

Summary: The last Pacific Comprehensive Plan Update was in 2004 with several periodic revisions. A thorough review and updates to all Chapters especially, Capital Facilities, Critical Areas, and Transportation text and maps is required. In addition, Pacific will reconsider its Urban Growth Areas, and annexing its Well Field and other properties.

Goals/ Actions/ Deliverables	Description	Start Date	End Date
Goal 1.0	Review relevant plans and regulations to determine if there are any sections that need revision.		
Action 1.1	Review the comprehensive plan using the Commerce periodic update checklist.	Date of Execution (DOE)	01/31/14
Action 1.2	Review the development regulations, including the critical areas regulations using the Commerce periodic update checklist.	DOE	01/31/14
Deliverable 1.1	First grant status report due to Department of Commerce.		12/31/13
Deliverable 1.2	Completed Commerce periodic update checklists for comprehensive plan and development regulations.		01/31/14
Performance Measure 1.0	Grantee has completed the required work to review of relevant plans and regulations to determine if there are any sections that need revision.		01/31/14
Goal 2.0	Conduct a public hearing to review proposed comprehensive plan and development regulations updates as identified in Goal 1.0, and with an emphasis on Critical Areas regulations and mapping, and Transportation Plan updates . Seek citizen input for updating current comprehensive plan goals, policies and development regulations.		

Action 2.1	Prepare materials for the public hearing.	02/01/14	02/28/14
Action 2.2	Conduct a public hearing, present a list of proposed comprehensive plan and development regulations changes based on Commerce Department review and take citizen's testimony on revising current comprehensive plan goals, policies and development regulations.	02/10/14	04/28/14
Action 2.3	Prepare a report of the above identified public hearing which becomes the scope of work for updating the comprehensive plan, the development regulations and the critical areas ordinance.	03/03/14	03/10/14
Deliverable 2.1	A report summarizing the public process, and a final scope of work for updating the comprehensive plan, the development regulations and the critical areas ordinance.		03/31/14
Deliverable 2.2	Second grant status report due to Department of Commerce.		03/31/14
Performance Measure 2.0	Grantee has produced an acceptable scope of work for updating the comprehensive plan, the development regulations and the critical areas ordinance.		03/31/14
Goal 3.0	Update the comprehensive plan, the development regulations and the critical areas ordinance as identified in Goal 2.0 above.		
Action 3.1	Update the comprehensive plan, the development regulations and the critical areas ordinance as identified in Goals 1 and 2 above.	03/17/14	04/30/14
Action 3.2	Add potentially new chapters such as public health, climate change, floodplain management and emergency management.	03/17/14	04/30/14
Deliverable 3.0	A draft updated comprehensive plan, development regulations and critical areas ordinance.		04/30/14

Performance Measure 3.0	Grantee has produced an acceptable updated version of the comprehensive plan, the development regulations and the critical areas ordinance.		04/30/14
Goal 4.0	Review the draft reports of the comprehensive plan, the development regulations and the critical areas ordinance with the Town Council and conduct a public hearing.		
Action 4.1	Prepare materials for the public hearing.	05/05/14	05/30/14
Action 4.2	Prepare a draft expanded SEPA checklist.	05/05/14	05/30/14
Action 4.3	Conduct a public hearing on the draft updated comprehensive plan, the development regulations and the critical areas ordinance.	06/02/14	06/13/14
Deliverable 4.1	Revised draft of the comprehensive plan, development regulations, and critical areas ordinance.	06/23/14	07/03/14
Deliverable 4.2	Third grant status report due to Department of Commerce.		06/30/14
Performance Measure 4.0	Grantee has produced an acceptable revised draft of the updated comprehensive plan, the development regulations and the critical areas ordinance.		07/03/14
Goal 5.0	Present the draft updated comprehensive plan, the development regulations and the critical areas ordinance for 60-day review by state agencies.		
Action 5.1	Review the draft updated comprehensive plan, the development regulations, and the critical areas ordinance with the South Prairie Town Council.	07/14/14	07/25/14
Action 5.2	Submit the draft updated comprehensive plan, the development regulations, the critical areas ordinance and the expanded SEPA checklist for 60-day review by state agencies.	07/14/14	09/15/14

Deliverable 5.1	Draft updated comprehensive plan, development regulations, critical areas ordinance and expanded SEPA checklist, reviewed and responded to it by state agencies.		09/15/14
Deliverable 5.2	Grant closeout report due to Department of Commerce.		09/30/14
Performance Measure 5.0	Grantee has produced an acceptable draft updated comprehensive plan, development regulations, critical areas ordinance and expanded SEPA checklist that was reviewed by state agencies.		09/30/14

Status Reports Due By:

1 st Status Report	December 31, 2013
2 nd Status Report	March 31, 2014
3 rd Status Report	June 30, 2014
Closeout Report	June 30, 2015

Reports:

- A. The GRANTEE shall submit a brief progress report on a form approved by COMMERCE which describes the progress made on the work program outlined in Attachment "A." Progress reports will be submitted on a Semi-annual calendar cycle. The semi-annual progress report shall also provide detail on the dedicated matching funds.
- B. The GRANTEE shall furnish, along with or prior to submitting the final invoice voucher, one copy of each final product designated in Attachment "A."

Budget

The budget shall consist of the following elements:

1. Category of Expenditures:

	SFY 2014	SFY 2015	Total
Salaries and Benefits	\$6,000	\$8,000	\$14,000
Goods and Supplies	\$500	\$1,000	\$1,500
Professional Services	\$11,400	\$4,600	\$16,000
Other Goods and Services	\$500	\$1,000	\$1,500
Total	\$18,400	\$14,600	\$33,000

2. Budget Summary:

	SFY 2014	SFY 2015	Total
Commerce Funds	\$14,400	\$3,600	\$18,000
Other Funds	\$4,000	\$11,000	\$15,000
Total	\$18,400	\$14,600	\$33,000

3. Payment Disbursement Schedule:

	Amount
Upon execution of the grant contract.	\$5,400
After submission of the second status report on or before March 31, 2014.	\$4,500
After submission of the third status report on or before June 30, 2014.	\$4,500
Upon completion of the contract and submission of final closeout report on or before June 30, 2015.	\$3,600

4. Special Budget Provisions:

- A. For CONTRACTS over \$30,000, the total amount of transfers of funds between line item budget categories shall not exceed ten (10) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the GRANTEE and the DEPARTMENT.
- B. For CONTRACTS under \$30,000 the total amount of transfers of funds between line item budget categories shall not exceed twenty (20) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed twenty percent, the total budget shall be subject to justification and negotiation of a CONTRACT amendment by the GRANTEE and the DEPARTMENT.
- C. A sum of ten (10) percent of funds shall be withheld until all tasks, activities, and final products defined in ATTACHMENT "A" have been successfully completed by the GRANTEE and accepted fully by the DEPARTMENT.

5. Reimbursement Provisions

- A. Funds will be disbursed per the schedule established in Attachment "B."
- B. Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.
- C. Within twenty (20) days after receiving and approving the voucher, COMMERCE shall remit to the GRANTEE a warrant covering Commerce's share of the costs incurred for work performed.
- D. The final invoice voucher covering costs incurred for work performed on or before 06/30/2015 must be submitted by the GRANTEE prior 7/10/2015, to allow Commerce sufficient time to process it. Payment of the final voucher shall be contingent upon COMMERCE's receipt and approval of any products or deliverables designated in Attachment "A."



Agenda Bill No. 14-014

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: January 27, 2014
SUBJECT: Contract with Widener for Environmental Work on Stewart Road

ATTACHMENTS: Resolution 14-103
Scope of Work and Budget

Previous Council Review Date: N/A

Summary: The City is near completion of the design for the Stewart Road Project. Before going to bid there are some environmental documents that need to be updated due to changes in regulations.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-103.

Motion for Consideration: Move to approve Resolution No. 2014-103, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, CONTRACTING WITH WIDENER AND ASSOCIATES TO PERFORM ENVIRONMENTAL WORK FOR THE STEWART ROAD PROJECT.

Budget Impact: The cost to complete this environmental work is approximately \$11,300.

Alternatives: None.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 14-103

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, CONTRACTING WITH WIDENER AND ASSOCIATES TO PERFORM ENVIRONMENTAL WORK FOR THE STEWART ROAD PROJECT.

WHEREAS the City Council, by Resolution No 1042 approved a contract with Skillings Connolly for completion of design engineering services for the Stewart Road/Thornton Avenue Widening Project; and

WHEREAS the Stewart Road/Thornton Avenue Widening Project requires environmental permitting; and

WHEREAS, Widener and Associates previously performed contract services in the road corridor; and

WHEREAS, Widener and Associates has provided a proposal to complete the work to secure the environmental permits required for the project. The requested costs associated with that work is in the amount of \$11,216 and shall be proportionally paid from the Transportation Improvement Board grant.

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

Section 1, The Pacific City Council hereby authorizes the execution of an agreement with Widener and Associates to perform environmental services in the Stewart Road corridor.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY

FILED WITH THE CITY CLERK: OCTOBER 4, 2013
PASSED BY THE CITY COUNCIL: OCTOBER 14, 2013
EFFECTIVE DATE: OCTOBER 14, 2013
RESOLUTION NO: 2013-

ENVIRONMENTAL DOCUMENTATION

Stewart Road Widening Project

Widener and Associates, under this agreement will assist the City in the preparation of environmental documentation and permitting of the project by providing the following services for completing the widening of Stewart Road from SR 167 to Valentine Avenue.

Jurisdictional Water Delineation Update Memo

The purpose of the wetland memo is verify the listed jurisdictional waters within the project corridor and review the mitigation to determine if any is necessary. The Consultant shall review and update as necessary the completed field surveys and report. The Consultant will also work with the Corp to obtain approval of the updated memo.

Deliverable

1. Electronic copy of the Jurisdictional Waters Delineation Update Memo for review by City
2. Final Copy of Jurisdictional Memo as approved by the Corp.

Permits

Widener will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following.

1. JARPA update
2. USACE Section 404 Permit
3. WDFW Hydraulic Project Approval

Permit applications shall include all requested information, such as application forms, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the City. Draft applications, including supporting information, shall be submitted to the City for review and comment. Revised permit applications shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permits. Drawings for the application will be provided by the City.

**Environmental
Cost Estimate
City of Ferndale Outfall Project**

	Project Manager Hours	Project Biologist Hours		
Jurisdictional Waters Delineation Update memo				
Draft	8	24		
Final	2	8		
JARPA				
Draft	4	16		
Final	4	4		
404	8	16		
HPA	4	8		
Total hours	30	76		
Summary	Hours	Rate	Cost	
Project Manager	30	\$154.00	\$4,620.00	
Project Biologist	76	\$86.80	\$6,596.80	
Total Labor				\$11,216.80
TOTAL ESTIMATED COST				\$11,216.80

**Environmental
Cost Estimate
City of Ferndale Outfall Project**

	Project Manager Hours	Project Biologist Hours		
Jurisdictional Waters Delineation Update memo				
Draft	8	24		
Final	2	8		
JARPA				
Draft	4	16		
Final	4	4		
404	8	16		
HPA	4	8		
Total hours	30	76		
Summary	Hours	Rate	Cost	
Project Manager	30	\$154.00	\$4,620.00	
Project Biologist	76	\$86.80	\$6,596.80	
Total Labor				\$11,216.80
TOTAL ESTIMATED COST				\$11,216.80



AGENDA ITEM NO. 9D

Agenda Bill No. 14-015

TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, Finance Director
MEETING DATE: January 27, 2014
SUBJECT: Motion to establish an Ad-hoc Council Committee

ATTACHMENTS: None

Previous Council Review Date:

Summary: The Finance Committee Chair directed staff to present a motion to establish an ad-hoc committee (to be named later) to research items such as amending City Code and other issues that do not fall under the purview of Council Committees already established. This committee will meet on an as-needed basis.

Recommendation/Action: The City Council establish the creation of an ad-hoc committee to meet on Council directed issues on an as needed basis. Said committee will be comprised of three council members and the Mayor.

Motion for Consideration: I move to approve the temporary creation of an ad-hoc committee to be named later, to include three council members and the Mayor.

Budget Impact: N/A

Alternatives:



Agenda Bill No. 14-004

TO: Mayor Guier and City Council Members
FROM: Paula Wiech, Planner
MEETING DATE: January 27, 2014
SUBJECT: Marijuana and Recreational Marijuana Regulations

ATTACHMENTS: Draft proposed Ordinance No. 14-0xx extending the Moratorium on Medical Marijuana processing, production and dispensing, and instituting a Moratorium on the same for Recreational Marijuana;

Draft proposed Ordinance No. 14-0xz, an interim zoning ordinance that allows Recreational Marijuana uses in a limited area;

Opinion of the Attorney General of Washington;

Proposed House Bills 2144 and 2322.

Previous Council Review Date: January 13, 2014, January 21, 2014

Summary: Medical Marijuana use has been legal in the State of Washington since 1998. Recreational Marijuana use was approved by voters in November 2012. Cities and counties are charged with regulating the use of both in their jurisdictions and there have been legal challenges to those that do not allow the processing, production and dispensing of marijuana. Since August 8, 2011, the City of Pacific has adopted four Moratoriums relating to Medical Marijuana. The Planning Commission reviewed draft zoning regulations for Medical and Recreational Marijuana at their December 30, 2012 Meeting.

The City of Pacific medical marijuana moratorium expires February 12, 2014. Marijuana use is still illegal on a federal level, and the City of Pacific will not issue business licenses for activities that are illegal on a city, state or federal level.

On January 16th, the State Attorney General issued an opinion regarding whether local governments are preempted from banning the location of a Washington State Liquor Control Board licensed producer, processor, or retailer within their jurisdictions; or from making it impractical for them to locate through land use regulations or business license requirements. His Opinion states that "cities, towns, and counties derive their police power from article XI, section 11 of the Washington Constitution, not from statute."

According to another attorney, proposed House Bill 2322 would prohibit any municipality from "preventing or impeding the establishment of a recreational marijuana business."

AGENDA ITEM NO. 9E

In other news: House Bill 2144, first read on January 13, 2014, is proposing that a share of the 25% marijuana excise taxes be passed along to local jurisdictions.

Recommendation/Action: While considering the extension of the City of Pacific Moratorium on the processing, production and dispensing of Medical Marijuana, and the adoption of a Moratorium on the processing, production and dispensing of Recreational Marijuana; that Council also consider an interim zoning ordinance regulating Recreational Marijuana then, after six months, an ordinance banning Medical Marijuana processing, production and dispensing due to health and safety issues; among possible alternatives.

Motion for Consideration: Consider the adoption of an interim zoning ordinance regulating Recreational Marijuana and Medical Marijuana as a possible alternative to extending the City of Pacific Moratorium on the processing, production and dispensing of Medical Marijuana, or the adoption of a Moratorium on the processing, production and dispensing of Recreational Marijuana.

Budget Impact: ?

Alternatives:

CITY OF PACIFIC, WASHINGTON

ORDINANCE NO. 14-0xx

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, EXTENDING THE MORATORIUM ON THE ESTABLISHMENT OF MEDICAL MARIJUANA COLLECTIVE GARDENS; EXTENDING THE MORATORIUM ON THE PROCESSING, PRODUCTION, AND DISPENSING OF MEDICAL MARIJUANA; EXTENDING THE EFFECTIVE DATE; ADOPTING A MORATORIUM ON THE PROCESSING, PRODUCTION, AND DISPENSING OF RECREATIONAL MARIJUANA; AND PROVIDING THAT THE MORATORIUM WILL SUNSET WITHIN SIX (6) MONTHS OF THE DATE OF ADOPTION.

WHEREAS, the City Council of the City of Pacific passed Ordinance 1804 on August 8, 2011, which established a six (6) month moratorium on the issuance of permits or licenses for medical marijuana collective gardens, and;

WHEREAS, the City Council of the City of Pacific passed Ordinance 12-1823 on February 13, 2012, which established a twelve (12) month moratorium on the issuance of permits or licenses for medical marijuana collective gardens, and;

WHEREAS, the City Council held a public hearing on February 25, 2013 to consider an extension of the moratorium on the production, processing and dispensing of Medical Marijuana, and was presented with a plan that will provide the Council with the desired draft zoning regulation, and;

WHEREAS, the City Council of the City of Pacific passed ordinance 13-1843 on February 25, 2013, which established a six (6) month moratorium on the issuance of permits or licenses for medical marijuana collective gardens, and;

WHEREAS, the City Council of the City of Pacific passed ordinance 13-1848 on August 12, 2013, which established a six (6) month moratorium on the issuance of permits or licenses for medical marijuana collective gardens, and the processing, production, and dispensing of medical marijuana;

WHEREAS, the moratorium was established in order to allow the City of Pacific Planning Commission to plan, process and provide the City Council with draft zoning regulations that would address the issues of permitting medical marijuana in use categories that would be compatible with the permitted uses of the zone(s), and;

WHEREAS, the Washington State Supreme Court has before it a case involving Medical Marijuana zoning regulations similar to those contemplated by the City of Pacific and is expected to rule on the legality of those regulations this year, and;

WHEREAS, the Washington voters approved Initiative 502 (I-502) in 2012, which “authorizes the state liquor control board to regulate and tax marijuana for persons twenty-one years of age and older”, and;

WHEREAS, the City of Pacific does not have any regulations addressing facilities or uses identified in I-502, other than the requirements for a general business license, and;

WHEREAS, the Pacific Planning Commission has continued to review the issues of permitting both medical and recreational marijuana in use categories that would be compatible with the permitted uses of the zone(s), and;

WHEREAS, the Planning Commission has recommended that the City Council extend the moratorium on medical marijuana collective gardens, and the processing, production, and dispensing of medical marijuana, and also adopt a moratorium on the processing, production, and dispensing of recreational marijuana, until such time as the issues of regulation are clarified by the courts and the state, and;

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

Section 1. The recitals set forth above are hereby adopted as the Pacific City Council’s findings in support of the extension of the moratorium imposed by Ordinance 1804, Ordinance 12-1823 and Ordinance 13-1843, and the establishment of a moratorium on the processing, production and dispensing of medical marijuana.

Section 2. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, an extension of the zoning moratorium established by Ordinance 1804 and extended by Ordinance 12-1823 ~~and~~, Ordinance 13-1843, **and Ordinance 13-1848** is hereby enacted in the City of Pacific prohibiting the licensing, establishment, maintenance or continuation of any medical marijuana collective garden, as defined in RCW 69.51A.085.

Section 3. Medical marijuana collective gardens as defined in Section 2 are hereby designated as prohibited uses in the City of Pacific. In accordance with the provisions of RCW 35A.82.020 and Pacific Municipal Code 5.02.138(2), no business license shall be issued to any person for a collective garden, which is hereby defined to be a prohibited use under the ordinances of the City of Pacific.

Section 4. Pursuant to the provisions of RCW 35A.63.220, a zoning moratorium is hereby enacted in the City of Pacific prohibiting the licensing, establishment, maintenance or continuation of an medical marijuana dispenser, distributor, producer or manufacturer as defined in RCW 69.51A.101 (as amended by 2013 c 3): (i) “Dispenser” means a practitioner who dispenses; (k) “Distributor” means a person who distributes; (j) “Distribute” means to deliver other than by administering or dispensing a controlled substance; (r) “Manufacture” means the production, preparation, propagation, compounding, conversion, or processing of a controlled

substance, either directly or indirectly or by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substance or labeling or relabeling of its container; (ee) "Production" includes the manufacturing, planting, cultivating, growing, or harvesting of a controlled substance.

Section 5. Medical marijuana dispensers, distributors, producers or manufacturers, as defined in Section 4 are hereby designated as prohibited in the City of Pacific. In accordance with the provisions of RCW 35A.82.020 and Pacific Municipal Code 5.02.138(3), the dispensing, distribution, production or manufacture of medical marijuana are hereby defined to be prohibited uses under the ordinances of the City of Pacific.

Section 6. Recreational (I-502) marijuana dispensers, distributors, producers or manufacturers, as defined in Section 4 by RCW are hereby designated as prohibited in the City of Pacific. In accordance with the provisions of RCW 35A.82.020 and Pacific Municipal Code 5.02.138(3), the dispensing, distribution, production or manufacture of marijuana are hereby defined to be prohibited uses under the ordinances of the City of Pacific.

Section 67. The moratorium set forth in this Ordinance shall be in effect for a period of six (6) months from the date this Ordinance is passed and shall automatically expire on that date, unless terminated sooner by the Pacific City Council.

Section 78. The Public Works/Community Development Director is hereby authorized and directed to implement the plan attached herein as "Attachment A."

Section 89. 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 preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 910. This Ordinance shall be in full force and effect five (5) business days after its publication according to law.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12TH
____ DAY OF AUGUST **FEBRUARY**, 20134.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

, City Clerk

APPROVED AS TO FORM:

, City Attorney

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

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE RECREATIONAL AND MEDICAL USE OF MARIJUANA, ADOPTING AN INTERIM ZONING ORDINANCE PROHIBITING THE SITING, ESTABLISHMENT AND OPERATION OF ANY STRUCTURES, PROPERTY OR USES RELATING TO RECREATIONAL OR MEDICAL MARIJUANA PRODUCTION, PROCESSING, CULTIVATION, STORAGE, SALE, DELIVERY, EXCHANGE OR BARTERING, TO BE IN EFFECT UNTIL THE CITY ADOPTS “PERMANENT” ZONING REGULATIONS ON THE SAME SUBJECT, WHICH INCLUDES A PROHIBITION ON THE SUBMISSION OF BUSINESS LICENSE APPLICATIONS FOR SUCH USES, THIS INTERIM ORDINANCE TO BE EFFECTIVE IMMEDIATELY, SETTING SIX MONTHS AS THE EFFECTIVE PERIOD OF THE INTERIM ZONING ORDINANCE, AND ESTABLISHING THE DATE OF A PUBLIC HEARING ON THE INTERIM ZONING ORDINANCE.

Medical Marijuana

WHEREAS, since 1970, federal law has prohibited the manufacture and possession of marijuana as a Schedule I drug, based on the federal government’s categorization of marijuana as having a “high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment.” *Gonzales v. Raich*, 545 U.S. 1, 14 (2005), Controlled Substance Act (CSA), 84 Stat. 1242, 21 U.S.C. 801 et seq; and

WHEREAS, the voters of the State of Washington approved Initiative 692 (codified as RCW 69.51A in November 1998); and

WHEREAS, the intent of Initiative 692 was that qualifying “patients with terminal or debilitating illnesses who, in the judgment of their physicians, would benefit from the medical use of marijuana, shall not be found guilty of a crime under state law,” (RCW 69.51A.005), but that nothing in the law “shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes” (RCW 69.51A.020); and

WHEREAS, the Washington State Legislature passed ESSSB 5073 in 2011, which directed employees of the Washington State Departments of Health and Agriculture to authorize and license commercial businesses that produce, process or dispense cannabis; and

WHEREAS, this bill required that the Department of Health develop a secure registration system for licensed producers, processors and dispensers, but these provisions, together with many others relating to dispensaries and definitions, were vetoed by the Governor; and

WHEREAS, ESSSB 5073 provided that a qualifying patient or his/her designated care provider are presumed to be in compliance, and not subject to criminal or civil sanctions/penalties/consequences, under certain defined circumstances (possession of a limited number of plants or usable cannabis, cultivation of a limited number of plants in the qualifying patient or designated care provider's residence or in a collective garden); and

WHEREAS, Washington's Governor vetoed all of the provisions relevant to medical marijuana dispensaries in ESSSB 5073 but left the provisions relating to cultivation of marijuana for medical use by qualified patients individually within their residences and in collective gardens; and

WHEREAS, ESSSB 5073 was codified in chapter 69.51A RCW; and

WHEREAS, RCW 69.51A.130 allows local jurisdictions to adopt zoning requirements, business license requirements, health and safety requirements, and to impose business taxes on the production, processing or dispensing of medical cannabis or cannabis products; and

RECREATIONAL MARIJUANA

WHEREAS, the Washington voters approved Initiative 502 (I-502) in 2012, which "authorizes the state liquor control board to regulate and tax marijuana for persons twenty-one years of age and older, and adds a new threshold for driving under the influence of marijuana"; and

WHEREAS, I-502 allows the Washington State Liquor Control Board to license marijuana producers "to produce marijuana for sale at wholesale to marijuana processors and other marijuana producers" (I-502, Sec. 4(1)); and

WHEREAS, I-502 allows the Washington State Liquor Control Board to license marijuana processors to "process, package and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana retailers" (I-502, Sec. 4(2)); and

WHEREAS, I-502 allows the Washington State Liquor Control Board to license a marijuana retailer to "sell usable marijuana and marijuana-infused products at retail in retail outlets" (I-502, Sec. 4(3)); and

WHEREAS, I-502 establishes certain siting limitations on the Washington State Liquor Control Board's issuance of such licenses for any premises that are within 1,000 feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center or library, or any game arcade, admission to which is not restricted to persons aged twenty-one years or older (I-502, Section 8); and

WHEREAS, I-502 decriminalizes, for purposes of state law, the production, manufacture, processing, packaging, delivery, distribution, sale or possession of marijuana, as long as such activities are in compliance with I-502; and

WHEREAS, the Washington State Liquor Control Board has adopted rules to implement I-502, which include, among other things: the state licensing of premises where marijuana is produced and processed, and the inspection of same; methods of producing, processing, and packaging the marijuana and marijuana products; security requirements at such establishments; retail outlet locations and hours of operation; labeling requirements and restrictions on advertising of such products; licensing and licensing renewal rules; the manner and method to be used by which licensees may transport and deliver marijuana and marijuana products (among other things); and

WHEREAS, on August 29, 2013, the U.S. Department of Justice (DOJ) issued a Memorandum to all United States Attorneys, acknowledging that several states had adopted laws authorizing marijuana production, distribution and possession by establishing a regulatory scheme for these purposes; and

WHEREAS, in this Memo, the DOJ advised that in recent years, the DOJ has “focused its efforts on certain law enforcement priorities that are particularly important to the federal government,” such as: (a) preventing the distribution of marijuana to minors; (b) preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; (c) preventing the diversion of marijuana from states where it is legal under state law in some form to other states; (d) preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; (e) preventing violence and the use of firearms in the cultivation and distribution of marijuana; (f) preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; (g) preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and (h) preventing marijuana possession or use on federal property; and

WHEREAS, in this Memo, the DOJ warned that “[i]f state enforcement efforts are not sufficiently robust to protect against the harms [identified above] the federal government may seek to challenge the regulatory structure itself in addition to continuing to bring individual enforcement actions, including criminal prosecutions, focused on those harms”; and

WHEREAS, in this Memo, the DOJ warned that a regulatory system adequate to this task “must not only contain robust controls and procedures on paper, it must also be effective in practice”; and

WHEREAS, in this Memo, the DOJ advised that “in exercising prosecutorial discretion, prosecutors should not consider the size or commercial nature of a marijuana operation alone as a proxy for assessing whether marijuana trafficking implicates the Department’s enforcement priorities [listed above]” and that federal prosecutors “should continue to review marijuana cases on a case-by-case basis and weigh all available information and evidence, including, but not limited to, whether the operation is demonstrably in compliance with a strong but effective state regulatory system”; and

WHEREAS, on January 16, 2013, the Washington State Attorney General’s Office issued an opinion, which determined that local governments may decide to either zone or ban recreational marijuana uses within their jurisdictions; and

WHEREAS, while the LCB adopted one report on the environmental impacts associated with the cultivation of marijuana, the City is not aware of any other analyses performed by the State of Washington to determine the environmental or secondary land use impacts that a proliferation of medical and recreational marijuana uses would have on towns, cities and counties in Washington; and

WHEREAS, nothing indicates that the LCB will perform any analyses under the State Environmental Policy Act (SEPA) to determine the significant adverse environmental impacts associated with any individual licensee’s operation of a marijuana business; and

WHEREAS, the City plans under the Growth Management Act (“GMA,” chapter 36.70A RCW), and is required to perform SEPA prior to adopting any comprehensive plan or development regulations; and

WHEREAS, given that the City has no environmental information upon which to make any determinations relating to marijuana uses, the City must collect the same from either the experiences of other areas or by empirical knowledge (after the use has located in the City and the impacts are known); and

WHEREAS, the City intends to take careful, deliberate steps to evaluate marijuana uses, and to perform the environmental analysis that the State omitted; and

WHEREAS, the City passed Ordinance 1804, 1823, 1843 and 1848, all of which adopted moratoria on medical and recreational marijuana, which acknowledged marijuana’s uncertain legal status and the lack of information available to the City; and

WHEREAS, the City acknowledges that it has not budgeted any funds for the implementation of any medical marijuana enforcement scheme that could satisfy the DOJ’s enforcement priorities; and

WHEREAS, the City Council therefore believes that the adoption of an interim zoning and business licensing ordinance temporarily banning all marijuana uses, is necessary to preserve the status quo, until the City Council can study, draft, hold public hearings and adopt the appropriate regulations (if any) to address these new uses; and

WHEREAS, Section 36.70A.390 of the Revised Code of Washington authorizes the City Council to adopt an interim zoning ordinance for a period of up to six months proposal provided that a public hearing is held within at least sixty days of its adoption; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF PACIFIC DOES ORDAIN AS FOLLOWS:

Section 1. **Definitions.** The following definitions apply to the terms used in this Ordinance:

A. "Cannabis" or "Marijuana" means all parts of the plant *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. For the purposes of this ordinance, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted there from, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. The term "cannabis" includes cannabis products and useable cannabis.

B. "Cannabis products" means products that contain cannabis or cannabis extracts, have a measurable THC concentration greater than three-tenths of one percent, and are intended for human consumption or application, including, but not limited to, edible products, tinctures, and lotions. The term "cannabis products" does not include useable cannabis. The definition of "cannabis products" as a measurement of THC concentration only applies to the provisions of this ordinance and shall not be considered applicable to any criminal laws related to marijuana or cannabis.

C. "Child Care Center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington State Department of Early Learning, under chapter 170-295 WAC.

D. "Collective Garden" means those gardens authorized under RCW 69.51A.085, which allows Qualifying Patients to create and participate in Collective Gardens for the purpose of producing, processing, transporting and delivering cannabis for medical use, subject to certain limited conditions, including:¹

(1) No more than ten Qualifying Patients may participate in a single collective garden at any time;

(2) A Collective Garden may contain no more than fifteen plants per Qualifying Patient, up to a total of forty-five plants;

(3) A Collective Garden may contain no more than twenty-four ounces of usable cannabis per patient up to a total of seventy-two ounces of usable cannabis; and

(4) A copy of each Qualifying Patient's valid documentation or proof of registration with the registry established in state law (now or in the future), including a copy of the Qualifying Patient's proof of identity, must be available at all times on the premises of the Collective Garden;

(5) No Usable Cannabis from the Collective Garden may be delivered to anyone other than one of the Qualifying Patients participating in the Collective Garden; and

(6) A business license must be obtained for the Collective Garden through the City.

E. "Cultivation" means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof.

¹ Additional definition appears in RCW 69.51A.085(2).

F. "Deliver or Delivery" means the actual or constructive transfer from one person to another of a substance, whether or not there is an agency relationship.

G. "Designated care provider" means a person who:

- (1) Is eighteen years of age or older;
- (2) Has been designated in writing by a patient to serve as a designated provider under chapter 69.51A RCW; and
- (3) Is prohibited from consuming marijuana obtained for the personal, medical use of the patient for whom the individual is acting as designated provider; and
- (4) Is the designated provider to only one patient at any one time.

H. "Dispensary, Medical Marijuana" means: any location that does not meet the definition of a "Collective Garden" and does not have a license from the Liquor Control Board of the State of Washington for a marijuana producer, processor or retailer pursuant to I-502, where medical cannabis or marijuana is processed, dispensed, selected, measured, compounded, packaged, labeled or sold to a qualified patient, designated provider or any other member of the public. It also includes any vehicle or other mode of transportation, stationary or mobile, which is used to transport, distribute, deliver, sell or give away medical cannabis or marijuana to a qualified patient, designated provider or any other member of the public.

I. "Dispense" means the interpretation of a prescription or order for medical cannabis, and pursuant to that prescription or order, the proper selection, measuring, compounding, labeling, or packaging necessary to prepare the prescription or order for delivery.

J. "Elementary School" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington State Superintendent of Public Instruction.

K. "Game Arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted.

L. "Indoors" means within a fully enclosed and secure structure that complies with the Washington State Building Code, as adopted by the City, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2" by 4" or thicker studs overlain with 3/8" or thicker plywood or equivalent materials. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

M. "Legal parcel" means a parcel of land for which one legal title exists. Where contiguous legal parcels are under common ownership or control, such legal parcels shall be counted as a single parcel for purposes of this ordinance.

N. "Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

O. "Manager" means any person to whom a medical marijuana collective garden has delegated discretionary powers to organize, direct and carry on or control its operations. Authority to control one or more of the following functions shall be prima facie evidence that such a person is a manager of the business: (a) to hire, select, or supervise employees or staff, including volunteers; (b) to acquire facilities, furniture, equipment or supplies other than the occasional replenishment of stock; (c) to disburse funds of the business other than for the receipt of regularly replaced items of stock; or (d) to make, or participate in making, policy decisions relative to operations of the business.

P. "Marijuana processor" means a person licensed by the State Liquor Control Board to process marijuana into useable marijuana and marijuana-infused products, package and label usable marijuana and marijuana-infused products for sale in retail outlets, and sell usable marijuana and marijuana-infused products as wholesale to marijuana retailers.

Q. "Marijuana producer" means a person licensed by the State Liquor Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

R. "Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use. The term "marijuana-infused products" does not include useable marijuana.

S. "Marijuana retailer" means a person licensed by the State Liquor Control Board to sell usable marijuana and marijuana-infused products in a retail outlet.

T. "Marijuana, Usable" means dried marijuana flowers. The term "usable marijuana" does not include marijuana-infused products.

U. "Medical (or medicinal) use of cannabis or marijuana" means the production, possession, or administration of marijuana, as defined in RCW 69.50.101(r), for the exclusive benefit of a Qualifying Patient in the treatment of his or her terminal or debilitating illness.

V. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.

X. "Person" means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision of agency or any other legal or commercial entity.

Y. "Personally identifiable information" means any information that includes, but is not limited to, data that uniquely identify, distinguish, or trace a person's identity, such as the person's name, or address, either alone or when combined with other sources, that establish the person is a Qualifying Patient or Designated Provider.

Z. "Plant" means an organism having at least three distinguishable and distinct leaves, each leaf being at least three centimeters in diameter, and a readily observable root formation consisting of at least two separate and distinct roots, each being at least two centimeters in length. Multiple stalks emanating from the same root ball or root system shall be considered part of the same single plant.

AA. "Playground" means a public outdoor recreation area for children, usually equipped with swings, slides and other playground equipment, owned and/or managed by a city, county, state or federal government.

BB. "Process" means to handle or process cannabis in preparation for medical or recreational use.

CC. "Produce or Production" means to manufacture, plant, grow or harvest cannabis or marijuana.

DD. "Public Park" means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government or metropolitan park district. Public park does not include trails.

EE. "Public place" includes streets and alleys of incorporated cities and towns; state or county or township highways or roads; buildings and grounds used for school purposes; public dance halls and grounds adjacent thereto; premises where goods and services are offered to the public for retail sale; public buildings, public meeting halls, lobbies, halls and dining rooms of hotels, restaurants, theatres, stores, garages, and filling stations which are open to and are generally used by the public and to which the public is permitted to have unrestricted access; railroad trains, stages, buses, ferries, and other public conveyances of all kinds and character, and the depots, stops, and waiting rooms used in conjunction therewith which are open to unrestricted use and access by the public; publicly owned bathing beaches, parks, or playgrounds; and all other places of like or similar nature to which the general public has unrestricted right of access, and which are generally used by the public.

FF. "Public Transit Center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

GG. "Qualifying Patient" means a person who:

1. Is a patient of a health care professional;
2. Has been diagnosed by that health care professional as having a terminal or debilitating medical condition;
3. Is a resident of the state of Washington at the time of such diagnosis;
4. Has been advised by that health care professional about the risks and benefits of the medical use of marijuana;

5. Has been advised by that health care professional that he or she may benefit from the medical use of marijuana; and

6. Is otherwise in compliance with the terms and conditions established in chapter 69.51A RCW.

HH. "Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state or federal government.

II. "Residential treatment facility" means a facility providing for treatment of drug and alcohol dependency;

JJ. "Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

KK. "Secondary School" means a high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington State Superintendent of Public Instruction.

LL. "Terminal or debilitating medical condition" means:

1. Cancer, human immunodeficiency virus (HIV), multiple sclerosis, epilepsy or other seizure disorder, or spasticity disorders; or

2. Intractable pain, limited for the purpose of this ordinance to mean pain unrelieved by standard medical treatments and medications; or

3. Glaucoma, either acute or chronic, limited for the purpose of this ordinance to mean increased intraocular pressure unrelieved by standard treatments and medications; or

4. Crohn's disease with debilitating symptoms unrelieved by standard treatments or medications; or

5. Hepatitis C with debilitating nausea or intractable pain unrelieved by standard treatments or medications; or

6. Diseases, including anorexia, which result in nausea, vomiting, cachexia, appetite loss, cramping, seizures, muscle spasms, or spasticity, when these symptoms are unrelieved by standard treatments or medications; or

7. Any other medical condition duly approved by the Washington State Medical Quality Assurance Commission in consultation with the Board of Osteopathic Medicine and Surgery as directed in chapter 69.51A RCW.

MM. "THC concentration" means percent of tetrahydrocannabinol content per weight or volume of useable cannabis or cannabis product.

NN. "Useable cannabis or usable marijuana" means dried flowers of the *Cannabis* plant. The term "usable cannabis or usable marijuana" does not include marijuana-infused products or cannabis products.

OO. "Valid documentation" means:

1. A statement signed and dated by a Qualifying Patient's Health care professional written on tamper-resistant paper, which states that, in the health care professional's professional opinion, the patient may benefit from the medical use of cannabis/marijuana;
2. Proof of identity such as a Washington state driver's license or identicard, as defined in RCW 46.20.035; and
3. In the case of a Designated Provider, the signed and dated document valid for one year from the date of signature executed by the Qualifying Patient who has designated the Provider.

Section 2: Findings. The Council adopts all of the "whereas" sections of this Ordinance as findings to support this interim zoning ordinance, as well as the following:

A. The purpose of this interim zoning ordinance is to maintain the status quo while the City drafts and considers a new ordinance on the subject of medical cannabis/marijuana and recreational marijuana. Based on the information available to the City today, it is predicted that this draft ordinance will (1) explicitly prohibit medical marijuana dispensaries, medical marijuana collective gardens (including those defined in RCW 69.51A.085); and (2) explicitly prohibit recreational marijuana retailers, producers and processors, including those licensed by the State of Washington.

B. The City will consider adoption and enforcement of such an ordinance during the next six months, while this interim zoning ordinance is in effect. During this time, if the Washington State Legislature acts to adopt laws addressing medical and/or recreational marijuana, the City shall evaluate these new laws to determine whether this position should change. In addition, the City will consider whether there is any information (whether on the environmental, secondary land use and/or economic impacts) associated with marijuana uses that can be used for purposes of drafting regulations addressing such uses.

C. During the period of time that this interim zoning ordinance is in effect, the City will also consider the manner in which the negative impacts and secondary effects associated with the marijuana uses (on-going or predicted) in the City can be ameliorated, including but not limited to, the demands that will be placed upon scarce City policing, legal, policy and administrative resources; neighborhood disruption, increased transient visitors and intimidation; the exposure of school-age children and other sensitive residents to marijuana, illegal sales to both minors and adults; fraud in issuing, obtaining or using medical marijuana prescriptions, murders, robberies, burglaries, assaults, drug trafficking and other violent crimes.

D. The State of Washington has adopted a strict regulatory and enforcement system for the cultivation, processing and sale of recreational marijuana, but no licenses have yet issued, and there is no way to determine whether (or the manner in which) the State will enforce these rules. The Council also acknowledges that the State has not performed any environmental analyses that will assist cities, towns and counties in the adoption of local regulations addressing marijuana uses, and that municipalities must therefore either develop their own analyses or observe these impacts after-the-fact (or, *after* these marijuana uses locate and begin operation in

cities, towns and counties throughout Washington.) Then, the municipalities will be required to “fix” the problems stemming from these uses with their already scarce resources.

E. In sum, the City Council believes that it cannot adopt legislation to address the negative environmental impacts and secondary land use effects of medical and recreational marijuana uses until the extent of these impacts are known, new laws are adopted to bridge the gap between recreational and medical marijuana uses, and there is strict enforcement of these laws.

F. No part of this interim ordinance is intended to or shall be deemed to conflict with federal law, including but not limited to, the Controlled Substances Act, 21 U.S.C. Section 800 *et seq.*, the Uniform Controlled Substances Act (chapter 69.50 RCW) nor to otherwise permit any activity that is prohibited under either Act, or any other local, state or federal law, statute, rule or regulation. This interim ordinance is not intended to address or invite litigation over the question whether the State of Washington’s medical or recreational marijuana laws (or this City’s laws) satisfy the federal government’s enforcement priorities. Nothing in this interim ordinance shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of medical cannabis or recreational marijuana in any manner not authorized by chapter 69.51A RCW or chapter 69.50 RCW. Nothing in this interim ordinance shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or that creates a nuisance, as defined herein. It is the intention of the City Council that this interim ordinance be interpreted to be compatible with federal and state enactments and in furtherance of the public purposes that those enactments encompass.

Section 3. Interim Ordinance Adopted. This interim ordinance is immediately adopted for a period of six months in order to provide the City adequate time to:

A. Study the secondary land use impacts associated with the location and siting of structures and uses in which medical and recreational marijuana production, marijuana processing or marijuana retailing may take place. This includes, but is not limited to, all activities associated with medical marijuana, including individual cultivation, collective gardens, transfer, bartering, exchange and delivery of marijuana between qualified patients and designated providers. This work will begin upon adoption of this ordinance and is expected to take ___ months.

B. Allow the City adequate time to study the effects of state licensed marijuana uses as they operate in other areas (throughout Washington, Colorado and other states adopting similar laws). This work will begin upon adoption of this ordinance and is expected to take ___ months.

C. Await the Legislature’s adoption of any new legislation on the subject of marijuana uses in Washington. The Council shall continue monitoring the Legislature’s activity while this ordinance is in effect, or for the next six months.

D. Draft ordinances addressing marijuana uses in the City. This work will begin immediately after the activities described in A and B of this Section are complete.

E. Hold a public hearing(s) on the draft ordinances, obtain public input on such ordinances, allow the Planning Commission to make recommendations to the City Council, for the City Council to review the draft ordinance and, if desired, to adopt new regulations or prohibitions on marijuana uses. This work will begin immediately after the activities described in A, B and D are complete.

Ordinance 1848, which adopted a moratorium on marijuana uses, is hereby repealed as of the effective date of this interim zoning ordinance.

Section 4. Effect of Interim Zoning Ordinance. The City Council imposes an immediate six-month prohibition on the acceptance of all development permit and business license applications for any structure, use or operation involving marijuana production, marijuana processing or marijuana retailing, as the same are defined in this Ordinance. All such development permit and business license applications shall be rejected and returned to the applicant.

Section 5. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall commence on the effective date set forth in Section 10 herein. As long as the City holds a public hearing on the interim zoning ordinance and adopts findings and conclusions in support of the interim zoning ordinance (as contemplated by Section 6 herein), the interim zoning ordinance shall not terminate until six (6) months after the date of adoption, or at the time all of the events described in Section 3 have been accomplished, whichever is sooner. The Council shall make the decision to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 6. Public Hearing on Interim Zoning. Pursuant to RCW 36.70A.390 and RCW 35.63.200, the City Council shall hold a public hearing on this interim zoning ordinance within sixty (60) days of its adoption, or before _____, 2014. The Council hereby schedules this hearing for _____, 2014. During the next Council meeting immediately following, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance and either justify its continued imposition or repeal this ordinance.

Section 7. Declaration of Emergency.² The City Council hereby declares that an emergency exists necessitating that this interim zoning ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum.³ If this interim zoning ordinance is not adopted immediately, applications for marijuana uses and business licenses could be submitted to the City and arguably become vested, leading to development that could be incompatible with the regulations eventually adopted by the City (after the process described herein). Therefore, the interim zoning ordinance must be adopted immediately as an emergency measure to protect the public health, safety and welfare, and to

² If the City does not have sufficient votes to pass this ordinance on an emergency basis, this section should be deleted. Without a majority plus one of the full membership of the Council, the ordinance would go into effect at the usual time. See, RCW 35A.12.130 for code cities.

³ RCW 35A.12.130 for code cities.

prevent the submission of applications to the City in an attempt to vest rights for an indefinite period of time.

Section 8. 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 9. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 10. Effective Date(without the vote of a majority plus one of the entire council). This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

(Alternative Effective Date provision if the Council desires immediate adoption and there is a vote of a majority plus one of the entire council: This Ordinance shall take effect and be in full force immediately upon passage, having received the vote of a majority plus one of the entire Council.)

PASSED by the City Council of Pacific this ____nd day of _____, 2014.

_____, Mayor

AUTHENTICATED:

_____, City Clerk.

APPROVED AS TO FORM:
Office of the City Attorney

City Attorney

PUBLISHED:
EFFECTIVE DATE:

HOUSE BILL 2322

State of Washington

63rd Legislature

2014 Regular Session

By Representatives Sawyer, Condotta, Appleton, Kirby, Fey, Farrell, Fitzgibbon, Hunt, Reykdal, Springer, and Ryu

Read first time 01/15/14. Referred to Committee on Government Accountability & Oversight.

1 AN ACT Relating to prohibiting local governments from taking
2 actions preventing or impeding the creation or operation of commercial
3 marijuana businesses licensed by the liquor control board; amending RCW
4 66.08.170, 82.08.170, and 66.08.050; adding a new section to chapter
5 69.50 RCW; and declaring an emergency.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 NEW SECTION. **Sec. 1.** A new section is added to chapter 69.50 RCW
8 to read as follows:

9 (1) Cities, counties, and towns must cooperate with the liquor
10 control board with respect to the establishment within their
11 jurisdictional boundaries of businesses involved in the production,
12 processing, or sale of recreational marijuana where such businesses are
13 licensed under RCW 69.50.325. Subject to the regulatory requirements
14 of this chapter, licensed marijuana businesses attempting to locate
15 within the jurisdictional boundaries of a municipality must be treated
16 the same as other businesses within that jurisdiction with respect to
17 ordinances or regulations that include, but are not limited to, those
18 pertaining to local business licensing, zoning, and land use.

1 (2) Cities, counties, and towns are prohibited from enacting any
2 ordinance or other regulation pertaining to business licensing, zoning,
3 or land use that has the effect of preventing or impeding the
4 establishment of a recreational marijuana business licensed under RCW
5 69.50.325. In the event the liquor control board determines that a
6 municipality has engaged in regulatory practices that impede the
7 establishment of such businesses in violation of this section, the
8 liquor control board may:

9 (a) Penalize the offending municipality by making it ineligible to
10 receive any funds from the liquor revolving fund established in RCW
11 66.08.170 and the liquor excise tax fund established under RCW
12 82.08.170. Upon the determination that a municipality is ineligible to
13 receive moneys from such funds under this section, the liquor control
14 board may direct the state treasurer to withhold the revenues to which
15 a county, city, or town would otherwise be entitled from the liquor
16 revolving fund and the liquor excise tax fund. In the event the liquor
17 control board later determines that the offending municipality has
18 become compliant with the requirements of this section, it shall direct
19 the state treasurer to resume distributing revenues from these funds to
20 the municipality; and

21 (b) Bring legal action in superior court against the offending
22 municipality for injunctive relief for violations of this section. The
23 municipality shall pay all court costs and other litigation-related
24 expenses for legal actions brought under this section.

25 **Sec. 2.** RCW 66.08.170 and 2011 1st sp.s. c 50 s 959 are each
26 amended to read as follows:

27 (1) There shall be a fund, known as the "liquor revolving fund",
28 which shall consist of all license fees, permit fees, penalties,
29 forfeitures, and all other moneys, income, or revenue received by the
30 board. The state treasurer shall be custodian of the fund. All moneys
31 received by the board or any employee thereof, except for change funds
32 and an amount of petty cash as fixed by the board within the authority
33 of law shall be deposited each day in a depository approved by the
34 state treasurer and transferred to the state treasurer to be credited
35 to the liquor revolving fund. During the 2009-2011 fiscal biennium,
36 the legislature may transfer funds from the liquor revolving (~~account~~
37 ~~{fund}~~) fund to the state general fund and may direct an additional

1 amount of liquor profits to be distributed to local governments.
2 Neither the transfer of funds nor the additional distribution of liquor
3 profits to local governments during the 2009-2011 fiscal biennium may
4 reduce the excess fund distributions that otherwise would occur under
5 RCW 66.08.190. During the 2011-2013 fiscal biennium, the state
6 treasurer shall transfer from the liquor revolving fund to the state
7 general fund forty-two million five hundred thousand dollars for fiscal
8 year 2012 and forty-two million five hundred thousand dollars for
9 fiscal year 2013. The transfer during the 2011-2013 fiscal biennium
10 may not reduce the excess fund distributions that otherwise would occur
11 under RCW 66.08.190. Sales to licensees are exempt from any liquor
12 price increases that may result from the transfer of funds from the
13 liquor revolving fund to the state general fund during the 2011-2013
14 fiscal biennium. Disbursements from the revolving fund shall be on
15 authorization of the board or a duly authorized representative thereof.
16 In order to maintain an effective expenditure and revenue control the
17 liquor revolving fund shall be subject in all respects to chapter 43.88
18 RCW but no appropriation shall be required to permit expenditures and
19 payment of obligations from such fund.

20 (2) Transfers of funds to local governments from the liquor
21 revolving fund are subject to the provisions of section 1 of this act.
22 Local governments are ineligible to receive such funding if the liquor
23 control board determines that the local government is noncompliant with
24 the requirements of section 1 of this act.

25 **Sec. 3.** RCW 82.08.170 and 2012 2nd sp.s. c 5 s 4 are each amended
26 to read as follows:

27 (1) Except as provided in subsection (4) of this section, during
28 the months of January, April, July, and October of each year, the state
29 treasurer must make the transfers required under subsections (2) and
30 (3) of this section from the liquor excise tax fund and then the
31 apportionment and distribution of all remaining moneys in the liquor
32 excise tax fund to the counties, cities, and towns in the following
33 proportions: (a) Twenty percent of the moneys in the liquor excise tax
34 fund must be divided among and distributed to the counties of the state
35 in accordance with the provisions of RCW 66.08.200; and (b) eighty
36 percent of the moneys in the liquor excise tax fund must be divided

1 among and distributed to the cities and towns of the state in
2 accordance with the provisions of RCW 66.08.210.

3 (2) Each fiscal quarter and prior to making the twenty percent
4 distribution to counties under subsection (1)(a) of this section, the
5 treasurer shall transfer to the liquor revolving fund created in RCW
6 66.08.170 sufficient moneys to fund the allotments from any legislative
7 appropriations for county research and services as provided under
8 chapter 43.110 RCW.

9 (3) During the months of January, April, July, and October of each
10 year, the state treasurer must transfer two million five hundred
11 thousand dollars from the liquor excise tax fund to the state general
12 fund.

13 (4) During calendar year 2012, the October distribution under
14 subsection (1) of this section and the July and October transfers under
15 subsections (2) and (3) of this section must not be made. During
16 calendar year 2013, the January, April, and July distributions under
17 subsection (1) of this section and transfers under subsections (2) and
18 (3) of this section must not be made.

19 (5) All transfers of funds to local governments from the liquor
20 excise tax fund are subject to the provisions of section 1 of this act.
21 Local governments are ineligible to receive such funding if the liquor
22 control board determines that the local government is noncompliant with
23 the requirements of section 1 of this act.

24 **Sec. 4.** RCW 66.08.050 and 2012 c 2 s 107 are each amended to read
25 as follows:

26 The board, subject to the provisions of this title and the rules,
27 must:

28 (1) Determine the nature, form and capacity of all packages to be
29 used for containing liquor kept for sale under this title;

30 (2) Execute or cause to be executed, all contracts, papers, and
31 documents in the name of the board, under such regulations as the board
32 may fix;

33 (3) Pay all customs, duties, excises, charges and obligations
34 whatsoever relating to the business of the board;

35 (4) Require bonds from all employees in the discretion of the
36 board, and to determine the amount of fidelity bond of each such
37 employee;

1 (5) Perform services for the state lottery commission to such
2 extent, and for such compensation, as may be mutually agreed upon
3 between the board and the commission;

4 (6) Accept and deposit into the general fund-local account and
5 disburse, subject to appropriation, federal grants or other funds or
6 donations from any source for the purpose of improving public awareness
7 of the health risks associated with alcohol consumption by youth and
8 the abuse of alcohol by adults in Washington state. The board's
9 alcohol awareness program must cooperate with federal and state
10 agencies, interested organizations, and individuals to effect an active
11 public beverage alcohol awareness program;

12 (7) Perform all other matters and things, whether similar to the
13 foregoing or not, to carry out the provisions of this title and chapter
14 69.50 RCW regarding the production, processing, and sale of
15 recreational marijuana, and has full power to do each and every act
16 necessary to the conduct of its regulatory functions, including all
17 supplies procurement, preparation and approval of forms, and every
18 other undertaking necessary to perform its regulatory functions
19 whatsoever, subject only to audit by the state auditor. However, the
20 board has no authority to regulate the content of spoken language on
21 licensed premises where wine and other liquors are served and where
22 there is not a clear and present danger of disorderly conduct being
23 provoked by such language or to restrict advertising of lawful prices.

24 NEW SECTION. **Sec. 5.** This act is necessary for the immediate
25 preservation of the public peace, health, or safety, or support of the
26 state government and its existing public institutions, and takes effect
27 immediately.

--- END ---

HOUSE BILL 2144

State of Washington

63rd Legislature

2014 Regular Session

By Representative Condotta

Prefiled 01/06/14.

1 AN ACT Relating to the establishment of a dedicated local
2 jurisdiction marijuana fund and the distribution of a specified
3 percentage of marijuana excise tax revenues to local jurisdictions;
4 amending RCW 69.50.530, 69.50.535, and 69.50.540; and providing an
5 effective date.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 **Sec. 1.** RCW 69.50.530 and 2013 c 3 s 26 (Initiative Measure No.
8 502) are each amended to read as follows:

9 (1) (~~There shall be~~) (a) Except as otherwise provided in (b) of
10 this subsection, there must be a fund, known as the dedicated marijuana
11 fund, which (~~shall~~) consists of all marijuana excise taxes, license
12 fees, penalties, forfeitures, and all other moneys, income, or revenue
13 received by the state liquor control board from marijuana-related
14 activities. The state treasurer (~~shall~~) must be custodian of the
15 fund.

16 (b) There must be a fund, known as the dedicated local jurisdiction
17 marijuana fund, which consists of marijuana excise taxes collected
18 under RCW 69.50.535(3). The state treasurer must be custodian of the
19 fund.

1 (2) All moneys received by the state liquor control board or any
2 employee thereof from marijuana-related activities (~~shall~~) must be
3 deposited each day in a depository approved by the state treasurer and
4 transferred to the state treasurer to be credited to the dedicated
5 marijuana fund or the dedicated local jurisdiction marijuana fund.

6 (3) Disbursements from the dedicated marijuana fund (~~shall~~) or
7 the dedicated local jurisdiction marijuana fund must be on
8 authorization of the state liquor control board or a duly authorized
9 representative thereof.

10 **Sec. 2.** RCW 69.50.535 and 2013 c 3 s 27 (Initiative Measure No.
11 502) are each amended to read as follows:

12 (1) There is levied and collected a marijuana excise tax equal to
13 twenty-five percent of the selling price on each wholesale sale in this
14 state of marijuana by a licensed marijuana producer to a licensed
15 marijuana processor or another licensed marijuana producer. This tax
16 is the obligation of the licensed marijuana producer.

17 (2) There is levied and collected a marijuana excise tax equal to
18 twenty-five percent of the selling price on each wholesale sale in this
19 state of useable marijuana or marijuana-infused product by a licensed
20 marijuana processor to a licensed marijuana retailer. This tax is the
21 obligation of the licensed marijuana processor.

22 (3) There is levied and collected a marijuana excise tax equal to
23 twenty-five percent of the selling price on each retail sale in this
24 state of useable marijuana and marijuana-infused products. This tax is
25 the obligation of the licensed marijuana retailer, is separate and in
26 addition to general state and local sales and use taxes that apply to
27 retail sales of tangible personal property, and is part of the total
28 retail price to which general state and local sales and use taxes
29 apply.

30 (4) All revenues collected from the marijuana excise taxes imposed
31 under subsections (1) through (3) of this section (~~shall~~) must be
32 deposited each day in a depository approved by the state treasurer and
33 transferred to the state treasurer (~~to be credited to the dedicated~~
34 ~~marijuana fund~~) as follows:

35 (a) All revenue collected from the marijuana excise tax imposed
36 under subsections (1) and (2) of this section and seventy percent of

1 revenue collected from the marijuana excise tax imposed under
2 subsection (3) of this section must be credited to the dedicated
3 marijuana fund.

4 (b) Thirty percent of revenue collected from the marijuana excise
5 tax imposed under subsection (3) of this section must be credited to
6 the dedicated local jurisdiction marijuana fund.

7 (5) The state liquor control board (~~shall~~) must regularly review
8 the tax levels established under this section and make recommendations
9 to the legislature as appropriate regarding adjustments that would
10 further the goal of discouraging use while undercutting illegal market
11 prices.

12 **Sec. 3.** RCW 69.50.540 and 2013 c 3 s 28 (Initiative Measure No.
13 502) are each amended to read as follows:

14 (1) All marijuana excise taxes collected from sales of marijuana,
15 useable marijuana, and marijuana-infused products under RCW 69.50.535,
16 and the license fees, penalties, and forfeitures derived under chapter
17 3, Laws of 2013 from marijuana producer, marijuana processor, and
18 marijuana retailer licenses (~~shall~~) deposited in the dedicated
19 marijuana fund must every three months be disbursed by the state liquor
20 control board as follows:

21 (~~(1)~~) (a) One hundred twenty-five thousand dollars to the
22 department of social and health services to design and administer the
23 Washington state healthy youth survey, analyze the collected data, and
24 produce reports, in collaboration with the office of the superintendent
25 of public instruction, department of health, department of commerce,
26 family policy council, and state liquor control board. The survey
27 (~~shall~~) must be conducted at least every two years and include
28 questions regarding, but not necessarily limited to, academic
29 achievement, age at time of substance use initiation, antisocial
30 behavior of friends, attitudes toward antisocial behavior, attitudes
31 toward substance use, laws and community norms regarding antisocial
32 behavior, family conflict, family management, parental attitudes toward
33 substance use, peer rewarding of antisocial behavior, perceived risk of
34 substance use, and rebelliousness. Funds disbursed under this
35 subsection may be used to expand administration of the healthy youth
36 survey to student populations attending institutions of higher
37 education in Washington;

1 ~~((+2))~~ (b) Fifty thousand dollars to the department of social and
2 health services for the purpose of contracting with the Washington
3 state institute for public policy to conduct the cost-benefit
4 evaluation and produce the reports described in RCW 69.50.550. This
5 appropriation ~~((shall))~~ ends after production of the final report
6 required by RCW 69.50.550;

7 ~~((+3))~~ (c) Five thousand dollars to the University of Washington
8 alcohol and drug abuse institute for the creation, maintenance, and
9 timely updating of web-based public education materials providing
10 medically and scientifically accurate information about the health and
11 safety risks posed by marijuana use;

12 ~~((+4))~~ (d) An amount not exceeding one million two hundred fifty
13 thousand dollars to the state liquor control board as is necessary for
14 administration of chapter 3, Laws of 2013;

15 ~~((+5))~~ (e)(i) Of the funds remaining after the disbursements
16 identified in subsections ~~((+1))~~ (a) through ~~((+4))~~ (d) of this
17 ~~((section))~~ subsection:

18 ~~((+a))~~ (A) Fifteen percent to the department of social and health
19 services division of behavioral health and recovery for implementation
20 and maintenance of programs and practices aimed at the prevention or
21 reduction of maladaptive substance use, substance-use disorder,
22 substance abuse or substance dependence, as these terms are defined in
23 the Diagnostic and Statistical Manual of Mental Disorders, among middle
24 school and high school age students, whether as an explicit goal of a
25 given program or practice or as a consistently corresponding effect of
26 its implementation; PROVIDED, That:

27 ~~((+i))~~ (I) Of the funds disbursed under ~~((+a))~~ (e)(i)(A) of this
28 subsection, at least eighty-five percent must be directed to evidence-
29 based and cost-beneficial programs and practices that produce
30 objectively measurable results; and

31 ~~((+ii))~~ (II) Up to fifteen percent of the funds disbursed under
32 ~~((+a))~~ (e)(i)(A) of this subsection may be directed to research-based
33 and emerging best practices or promising practices.

34 (ii) In deciding which programs and practices to fund, the
35 secretary of the department of social and health services ~~((shall))~~
36 must consult, at least annually, with the University of Washington's
37 social development research group and the University of Washington's
38 alcohol and drug abuse institute;

1 ~~((b))~~ (B) Ten percent to the department of health for the
2 creation, implementation, operation, and management of a marijuana
3 education and public health program that contains the following:

4 ~~((i))~~ (I) A marijuana use public health hotline that provides
5 referrals to substance abuse treatment providers, utilizes evidence-
6 based or research-based public health approaches to minimizing the
7 harms associated with marijuana use, and does not solely advocate an
8 abstinence-only approach;

9 ~~((ii))~~ (II) A grants program for local health departments or
10 other local community agencies that supports development and
11 implementation of coordinated intervention strategies for the
12 prevention and reduction of marijuana use by youth; and

13 ~~((iii))~~ (III) Media-based education campaigns across television,
14 internet, radio, print, and out-of-home advertising, separately
15 targeting youth and adults, that provide medically and scientifically
16 accurate information about the health and safety risks posed by
17 marijuana use;

18 ~~((e))~~ (C) Six-tenths of one percent to the University of
19 Washington and four-tenths of one percent to Washington State
20 University for research on the short and long-term effects of marijuana
21 use, to include but not be limited to formal and informal methods for
22 estimating and measuring intoxication and impairment, and for the
23 dissemination of such research;

24 ~~((d))~~ (D) Fifty percent to the state basic health plan trust
25 account to be administered by the Washington basic health plan
26 administrator and used as provided under chapter 70.47 RCW;

27 ~~((e))~~ (E) Five percent to the Washington state health care
28 authority to be expended exclusively through contracts with community
29 health centers to provide primary health and dental care services,
30 migrant health services, and maternity health care services as provided
31 under RCW 41.05.220;

32 ~~((f))~~ (F) Three-tenths of one percent to the office of the
33 superintendent of public instruction to fund grants to building bridges
34 programs under chapter 28A.175 RCW; and

35 ~~((g))~~ (G) The remainder to the general fund.

36 (2) All marijuana excise taxes from sales of marijuana, useable
37 marijuana, and marijuana-infused products that are collected and
38 deposited under RCW 69.50.535 in the dedicated local jurisdiction

1 marijuana fund must be disbursed every three months by the state liquor
2 control board to the local jurisdiction where the retail sale
3 originated. Each local jurisdiction with retail sales must receive
4 revenue distributions based on their proportional amount of the total
5 revenues in the dedicated local jurisdiction marijuana fund from sales
6 within their jurisdiction.

7 NEW SECTION. **Sec. 4.** This act takes effect July 1, 2014.

--- END ---

CITY OF PACIFIC

Agenda Bills

Agenda Item No. Consent Agenda 9A Meeting Date: January 27, 2014
Claim Voucher & Payroll Richard Gould
Subject: Approval Prepared by: Finance Director

Summary:

Approval of Payroll for the period of January 1, 2014 through January 15, 2014; Claims Vouchers for January 22, 2014 through January 27, 2014.

Payroll Auto Deposit	\$
Payroll for 1/17/14 approved on 1/21/14	
Claim Checks: #42853 – 42924	125,657.12
Voided Claim #42811	- 115.14
EFT's on 1/17/14	52,050.29
EFT's on 1/27/14	27,385.33
Total Expenditures	<hr/> \$ 204,977.60

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.

Voucher Approval # 42853-42924

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: 1/27/14

Council member:

Council member:

Council member:

Reviewed for Accuracy:

Finance Director:

Date:

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/27/2014 To: 01/31/2014

Time: 11:44:08 Date: 01/24/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
267	01/27/2014	Claims	1	42853	ACCO ENGINEERED SYSTEMS	896.81	Thermostat Repair
268	01/27/2014	Claims	1	42854	AHBL INC	10,049.65	Amerigas Pacific Facility; Government Canal SEPA; Pacific Milwaukee Blvd Engr Design; West Valley Hwy Civil Engineering; 2013 Pacific On-Call Planning Services; Capital Facilities And TIP; Pacific Whi
320	01/27/2014	Claims	1	42906	AMY STEVENSON-NESS	440.16	Travel Per Diem For WMCA Conference
269	01/27/2014	Claims	1	42855	ASSOC OF WASHINGTON CITIES	10,636.00	Running Great Meetings Using Parliamentary - Walker; Running Great Meetings Using Parliamentary - Ness; RMSA Additional Assessment For 2014
270	01/27/2014	Claims	1	42856	ASSOC WA CITIES	4,179.00	2014 Membership Fee
271	01/27/2014	Claims	1	42857	AUBURN VALLEY TOWING	354.51	Towing Service
273	01/27/2014	Claims	1	42859	BIAS SOFTWARE	2,234.09	Credit Card Swiper; Trainer's Per Diem/Meal & Lodging
275	01/27/2014	Claims	1	42861	BILL BROOKHART	117.00	Per Diem
274	01/27/2014	Claims	1	42860	BLUE LINE TRAINING LLC	99.00	Gang NW Class - Michael Kim
289	01/27/2014	Claims	1	42875	BONNIE HARGIS	98.61	Utility Refund On Closed Account.
276	01/27/2014	Claims	1	42862	CENTRO PRINT SOLUTIONS	123.59	W2 Forms
277	01/27/2014	Claims	1	42863	CENTURYLINK	89.75	Phone Services
278	01/27/2014	Claims	1	42864	CHUCKALS OFFICE PRODUCTS INC	13.14	Paper; Credit On Paper
272	01/27/2014	Claims	1	42858	CITY OF AUBURN	3,274.04	IT Services; Inter-Tie; 521 Ellingson Rd
282	01/27/2014	Claims	1	42868	CITY OF FIFE	85.00	October 2013 Jail Services
308	01/27/2014	Claims	1	42894	CITY OF PUYALLUP	585.00	Dec 2013 Jail Services
322	01/27/2014	Claims	1	42908	CITY OF SUMNER	1,774.50	Animal Control
279	01/27/2014	Claims	1	42865	DATABAR INCORPORATED	1,480.16	Business License Printing For 2014; Business License Renewal Letters & B&O Letters
300	01/27/2014	Claims	1	42886	DAVID NEWTON	32.75	Reimbursement Lowes
301	01/27/2014	Claims	1	42887	DAVID NEWTON	14.13	Reimb For Replacement Key
280	01/27/2014	Claims	1	42866	EVERGREEN RURAL WATER OF WA	1,090.00	Membership; Active Connections; Annual Conference/Brookhart & Rodriguez
281	01/27/2014	Claims	1	42867	FERGUSON ENTERPRISES, INC.	4,795.01	Reg Trpl Sr2 5/8 100CF
283	01/27/2014	Claims	1	42869	FINISH LINE CLEANING	3,245.00	Police Dept Services; Cleaning Services And Materials
284	01/27/2014	Claims	1	42870	FIRE PROTECTION INC	481.81	Annual Fire Alarm Inspection
286	01/27/2014	Claims	1	42872	GRAINGER	48.88	Disposable Gloves; Nitrile
287	01/27/2014	Claims	1	42873	H D FOWLER CO INC	240.90	11x18 HDPE Meter Box Base; Meter Box Cover
288	01/27/2014	Claims	1	42874	HAMMMERMASTER LAW OFFICES PLLC	371.87	Plaintiff: Bill Brookhart No. 06-3-08866-6-KNT
290	01/27/2014	Claims	1	42876	IMAGE MASTERS INC	55.02	Plaque
291	01/27/2014	Claims	1	42877	INTER ASSOC OF CHIEFS OF POLIC	120.00	Membership Renewal

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/27/2014 To: 01/31/2014

Time: 11:44:08 Date: 01/24/2014

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
292	01/27/2014	Claims	1	42878	INTERCOM LANGUAGE SERVICES	304.80	Interpreter
312	01/27/2014	Claims	1	42898	JAMES SCHUNKE	23.60	Reimb Parking & Mileage/Flood Zone Meeting
293	01/27/2014	Claims	1	42879	KC DEPT OF TRANSPORTATION	100.00	2014 SCATB Annual Dues
294	01/27/2014	Claims	1	42880	KING COUNTY DIRECTORS' ASSOC	170.75	Box Folder, Dbl; Case Towels; Binder, View, 4 Inch; Case Paper; Liner
295	01/27/2014	Claims	1	42881	LAW OFFICE THOMAS R HARGAN	210.00	Prosecution Services
296	01/27/2014	Claims	1	42882	LEXIPOL LLC	2,450.00	One Year Law Enf Policy Man Update
297	01/27/2014	Claims	1	42883	LEXISNEXIS	93.08	Dec 2013 Contract Fee
298	01/27/2014	Claims	1	42884	LOWE'S COMPANIES, INC	192.28	Hem Shrl; Wht Galv B; Post Cap; Scrub Brush
299	01/27/2014	Claims	1	42885	MCLENDON HARDWARE	1,003.48	Cleaner Brakeleen; Pushbroom; Towels; Ring WP Extension/Box Extension; Timer Spring Wound; Tote 18 Gal; Door Closure; File Woodcraft; Ballast; Sandpaper; Shelf Board Oak; Tape Rule
311	01/27/2014	Claims	1	42897	MICHAEL RODRIGUEZ	281.64	Per Diem And Mileage
339	01/27/2014	Claims	1	42925	MICHAEL ZHELEZNYAK	283.00	Interpreter Services; Email Translation
302	01/27/2014	Claims	1	42888	NIGHT TRAIN, LLC	895.00	Refund Fire Hydrant Deposit
303	01/27/2014	Claims	1	42889	OGDEN MURPHY WALLACE, PLLC	1,420.00	Investigation Services
304	01/27/2014	Claims	1	42890	PACIFIC OFFICE AUTOMATION	419.63	Leased Machinery
337	01/27/2014	Claims	1	42923	PAULA WIECH	500.00	Reimburse \$500.00 Deferred Retirement Contrribution, Dept Retirement Not Happy With Not Tax Deferred To Returning Funds To PW
305	01/27/2014	Claims	1	42891	PETROCARD SYSTEMS INC	2,270.57	Fuel
306	01/27/2014	Claims	1	42892	PUGET SOUND CLEAN AIR AGENCY	750.25	1st Qtr 2014
307	01/27/2014	Claims	1	42893	PUGET SOUND FINANCE OFFICERS ASSOCIATION	25.00	2014 Membership
309	01/27/2014	Claims	1	42895	RED WING SHOE STORE	597.55	Shoes
285	01/27/2014	Claims	1	42871	RICHARD GOULD	272.66	Software Reimbursement
310	01/27/2014	Claims	1	42896	RIVERTON CONTRACTORS INC	8,896.88	Hauling & Disposal Of Street Sweeping Material
313	01/27/2014	Claims	1	42899	SCORE	20,790.00	Dec 2013 Inmate Days
314	01/27/2014	Claims	1	42900	SOUND CITIES ASSOCIATION	3,736.67	2014 Dues Assessment For Member Citites
315	01/27/2014	Claims	1	42901	SOUND PUBLISHING INC	807.49	Legal Affidavits
316	01/27/2014	Claims	1	42902	SOUND SAFETY PRODUCTS INC	378.99	Buttons; 501 Button Fly; Clothing
317	01/27/2014	Claims	1	42903	SPECTRUM ENTERPRISES	100.00	Interpreting Services
318	01/27/2014	Claims	1	42904	SPRINGBROOK SOFTWARE, INC.	453.00	Monthly Web Payments Dec 2013
319	01/27/2014	Claims	1	42905	SPRINT	1,916.50	Phone Services; Phone Services
321	01/27/2014	Claims	1	42907	SUMNER LAWN 'N SAW	259.63	Generator Repair

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/27/2014 To: 01/31/2014

Time: 11:44:08 Date: 01/24/2014

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
323	01/27/2014	Claims	1	42909	SUNBELT RENTALS, INC.	652.41	60' Str Manlift W/JIB
324	01/27/2014	Claims	1	42910	TERMINIX PROCESSING CENTER	111.69	Pest Inspection; Park & Rec & Senior Center Pest Control
325	01/27/2014	Claims	1	42911	THE LARSON AUTOMOTIVE GROUP	722.00	ABS Module Repair
326	01/27/2014	Claims	1	42912	THE LOCK SHOP	572.46	Service Call; High Security Key
327	01/27/2014	Claims	1	42913	TOTAL AUTO CARE	120.60	Synthetic Oil Change; Coolant; Basic Oil Change
328	01/27/2014	Claims	1	42914	USAMOBILITY	50.44	Regulatory Costs
329	01/27/2014	Claims	1	42915	VALLEY COMMUNICATIONS	16,263.37	4th Qtr 2013 Access Reimbursement: 85563 Units; Dec 2013 911 Calls; Dec 2013 800MHz
330	01/27/2014	Claims	1	42916	WA ASSOC SHERIFFS & POLICE CHI	180.00	Active Dues 2014
331	01/27/2014	Claims	1	42917	WA ST AUDITOR OFFICE	6,383.85	Audit Service
332	01/27/2014	Claims	1	42918	WASHINGTON STATE PATROL	1,183.50	Access User Fees; Background Checks December 2013
333	01/27/2014	Claims	1	42919	WASHINGTON STATE UNIVERSITY	1,075.00	2014 Pacific NW Municipal Clerk Institute
334	01/27/2014	Claims	1	42920	WASHINGTON TRACTOR	695.60	Steering Column Repair
335	01/27/2014	Claims	1	42921	WELLS FARGO FINANCIAL LEASING	56.49	Canon Copier Rental
336	01/27/2014	Claims	1	42922	WHITE KNIGHT SAFE	536.88	Rekeying; Master 1 KA Padlock
338	01/27/2014	Claims	1	42924	WMCA	425.00	Annual WMCA 2014 Conference

001 General Fund	47,211.81
003 Community Services Senior	639.08
004 Youth Services/Center	272.12
022 Criminal Justice	42,651.45
101 Street	6,664.36
206 LID 3 Redemption	1,480.16
301 Stewart/8th St Corridor	5,079.15
308 Valentine Road Project	834.00
310 Stewart/Thornton Ave Rd Projec	2,467.50
401 Water	3,941.30
402 Sewer	1,897.45
403 Garbage	72.48
406 Water Capital Improvement	4,795.01
409 Storm	6,384.38
630 Developer Deposit	895.00
800 Payroll EE Benefit Clearing	371.87

	Claims:	125,657.12
		125,657.12

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: 1/22/14

Council member: _____
Council member: _____
Council member: _____

Reviewed for Accuracy: _____ Date: _____
Finance Director: _____

180	01/17/2014	Payroll	1	EFT INTERNAL REVENUE SERVICE	47,213.99	941 Deposit For 01/01/2014 - 01/31/2014
191	01/17/2014	Payroll	1	EFT ASSOC OF WASHINGTON CITIES	4,211.30	01/03/2014 To 01/03/2014 - Medical - Directors; 01/03/2014 To 01/03/2014 - LTD
199	01/17/2014	Payroll	1	EFT WA ST DEPT RETIREMENT SYSTEM	625.00	01/17/2014 To 01/17/2014 - DCP - DRS

52,052.29

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/01/2014 To: 01/31/2014

Time: 11:42:40 Date: 01/24/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
60	01/13/2014	Claims	1	EFT	NEXXPOST	2,000.00	Postage
262	01/27/2014	Claims	1	EFT	EMPLOYMENT SECURITY DEPARTMENT	4,514.59	4th Quarter 2013 Unemployment
263	01/27/2014	Claims	1	EFT	NEXXPOST	100.00	Postage Refill
264	01/27/2014	Claims	1	EFT	WA ST DEPT LABOR & INDUSTRIES	10,394.78	4th Quarter 2013 Labor & Industries
265	01/27/2014	Claims	1	EFT	WA ST DEPT OF REVENUE	9,125.96	December 2013 Excise Tax
266	01/27/2014	Claims	1	EFT	WA ST DEPT RETIREMENT SYSTEM	1,250.00	WA Retirement DCP Payments From 12/20 & 1/3/14 Payrolls

001 General Fund	16,237.69
003 Community Services Senior	8.69
022 Criminal Justice	21.76
101 Street	1,973.85
401 Water	3,653.74
402 Sewer	5,489.60

Claims: 27,385.33
27,385.33

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: 1/22/14

Council member: _____

Council member: _____

Council member: _____

Reviewed for Accuracy
Finance Director: _____

Date: _____



City Council Minutes

Workshop
Monday, January 6, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

OATH OF OFFICE

Council Members John Jones, Stacy Knudtson, and Tren Walker were sworn into office by Municipal Court Judge L. Stephen Rochon.

ROLL CALL

Present: Council Members Hulsey, Jones, Kave, Knudtson, Putnam, Walker, and Mayor Guier

Absent: Council Member Steiger

STAFF PRESENT

Acting Public Works Director Ken Barnett, Court Administrator Kelly Rydberg, Lt. Ed Massey; Finance Director Richard Gould, Assistant Director Community Services Darcie Thach, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Hulsey requested that Action Item C be modified to include the words "council committee appointments."

The amended agenda was approved unanimously by Council.

PRESENTATION FROM JUDGE L. STEPHEN ROCHON

Municipal Court Judge Rochon provided information to the Council regarding the functions of the municipal court and how the court operates.

ACTION ITEMS

A. AB 14-001: Appointment of Mayor Pro Tem

Council Member Hulsey nominated Council Member Jones. Council Member Jones accepted the nomination. Seconded by Council Member Putnam.

COUNCIL MEMBER HULSEY MOVED to appoint Council Member Jones as Mayor Pro-Tem for 2014. Seconded by Council Member Putnam.

Voice vote was taken and carried 6-0.

B. AB 14-002: Appointment of Council President

Council Member Hulsey nominated Council Member Putnam. Council Member Putnam accepted the nomination. Seconded by Council Member Kave.

COUNCIL MEMBER HULSEY MOVED to appoint Council Member Putnam as Council President for 2014. Seconded by Council Member Jones.

Voice vote was taken and carried 6-0.

C. AB 14-003: Council Member Appointments to Inter-jurisdictional Boards and Commissions and Council Committees.

Council members discussed their preferences for board and commission appointments

2014

Committee	Mayor	Hulsey	Jones	Kave	Knudtson	Putnam	Steiger	Walker
Committee of the Whole		X	X	X	X	X	X	X
Finance Committee			X	X		X		
Public Works Committee		X				X	X	
Public Safety Committee		X		X	Alt		X	
Human Services Committee			X		X			X
Technology Committee			X		X			X
External Committees								
Valley Regional Fire Authority*		Alt	X		Alt			X
Council Parliamentarian								X
Hotel/Motel Advisory					X			
Solid Waste				X			X	
Farmers Market Board								X
Council Liaisons								
Cities and Schools Forum			X					
Suburban Cities Association (SCA)	X			Alt				
South King County Area Transportation Board (SCATB)	X			Alt				
Pierce County Regional Council (PCRC)		Alt.				X		

*The Mayor serves as a representative to this board along with two Council members

*The Mayor serves as a representative to this board along with two Council members
**Comprised of the City Clerk, Council Members, and Public Works Director and Public Safety Director

COUNCIL MEMBER WALKER MOVED to approve the appointments for Council committees. Seconded by Council Member Jones.

Voice vote was taken and carried 6-0.

DISCUSSION ITEMS

A. Discussion: AB 14-004: Medical and Recreational Marijuana Moratorium

City Planner Paula Wiech provided information to council regarding a possible extension of the medical marijuana moratorium and initiating a moratorium for recreational marijuana.

Direction by consensus of Council: Move forward to the meeting on January 13, 2014.

B. Discussion: Donation from Metals Express, Inc.

Assistant Director Darcie Thach provided information to Council regarding the donation received from Metals Express, Inc. in the amount of \$2500 to the Pacific Algona Senior Center.

Direction by consensus of Council: Move forward to the meeting on January 13, 2014

C. Discussion: Association of Washington Cities 2014 Membership Fee

City Clerk Amy Stevenson-Ness advised Council that the city has received an invoice from AWC in the amount of \$4,179 for continued membership in the association. AWC's membership fee includes a small rate increase of less than one half percent. Continued membership in AWC is recommended.

Direction by consensus of Council: Move forward to the meeting on January 13, 2014

D. Discussion: South County Area Transportation Board (SCATBd) Transportation Forum Dues

Mayor Guier informed council that per the City's SCATBd Agreement, full voting members of SCATBd agree to pay annual dues of \$100.00 per vote. The city has one voting member position.

Direction by consensus of Council: Move forward to the meeting on January 13, 2014.

E. Discussion: Citizen Appreciation Event

Mayor Guier advised council that the topic of a fundraiser/citizen appreciation event was discussed at a recent staff meeting. The fundraiser would raise funds for Community Services and show appreciation for the citizens of Pacific. The mayor requested council's participation in the event.

Direction by consensus of Council: Move forward to the Human Services Committee Meeting.

ADJOURN

Council President Putnam adjourned the workshop at 7:38 p.m.

Amy Stevenson-Ness, City Clerk

DRAFT



Regular Meeting
Monday, January 13, 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 Hulsey, Jones, Kave, Knudtson, Putnam, Steiger, and Mayor Guier

Absent: Council Member Walker

COUNCIL MEMBER JONES MOVED to excuse Council Member Walker. Seconded by Council Member Hulsey. The motion was voted on and carried 6-0.

STAFF PRESENT

Sgt. Bos, Senior Services Assistant Darcie Thach, Court Administrator Kelly Rydberg, Acting Public Works Director Ken Barnett, Finance Director Richard Gould, City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved by unanimous consent of the Council.

AUDIENCE COMMENT

Speaking before Council:

James Dusek, 898 Valentine Ave E	I-502 process in the City of Pacific; appreciate city's concern about process and change; good aspects regarding taxation; city doesn't have a moratorium regarding recreational marijuana. Hoping for reconsideration of denial of application.
----------------------------------	--

REPORTS

MAYOR

Mayor Guier presented Council Member McMahan with a plaque expressing appreciation for his service to the City of Pacific.

She announced that the Council Workshop will be held on January 21, 2014 due to the Martin Luther King, Jr. holiday and that it would be a special meeting to take care of bills for 2013.

On January 9, 2014, she was interviewed by Comcast for their show, Comcast Newsmakers. It will start airing January 20, 2014. She discussed how the city is moving forward.

She is still working on a welcome meeting with AWC RMSA but should be in late January or early February.

FINANCE

Director Richard Gould advised that an official audit entrance conference was held on January 13, 2014. The city was advised that so far the auditors are seeing good things.

BIAS training was held the previous week for staff. Three trainers were on-site Wednesday, Thursday, and Friday.

There will be a Finance Committee meeting on January 14, 2014, to discuss when to hold the committee meetings.

The payroll checks have been removed from the agenda and will be paid with the 2013 bills at the meeting on January 21, 2014.

Director Gould stated that November's reports are finished and he hopes to have December's numbers by the end of January and the annual report done at some time in February.

COURT

Court Administrator Kelly Rydberg advised Council that her monthly reports were provided with the Council packet.

PUBLIC SAFETY

Sgt. Bos reported that on January 10, 2014, a device was found near City Park. It appeared to be a sparkler bomb. The road was sealed and Federal Way's bomb disposal unit was activated. The department is not sure when the device was placed there.

He then provided a brief review of the monthly report stating that yearly totals are less than previous years and are related to being short staffed at the beginning of 2013; less patrol equals less cases generated.

PUBLIC WORKS

Public Works Director Ken Barnett reported that the Public Works Committee met last week with a full agenda. Some items were reviewed and passed to the Finance Committee.

He advised that complaints about local ditches flooding have been coming in. After investigating, it was discovered that the ditches aren't draining because of the height of the river.

The crews are out filling potholes and asked residents to report any that they need to have taken care of.

COMMUNITY/SENIOR/YOUTH SERVICES

Senior Center Assistant Director Darcie Thach advised that the Human Services Committee met on January 13. They will be implementing the code of conduct in the gym and senior center on the week of January 20.

COUNCIL

Council Member Hulsey announced his plan to retire from council on May 1, 2014 due to health reasons and commitments to family. He said it's been an honor and privilege to serve the city and his time-frame gives the city the opportunity to advertise for a replacement.

BOARDS AND COMMITTEES

Finance

A meeting will be held on January 14, 2014.

Park Board

A special meeting will be held on January 23, 2014, to organize for Pacific's Earth Day event on April 26, 2014. The city is advertising for a new member to fill Cheri Cason's position as of March 1

Planning Commission

The meeting has been moved from January 28, 2014 to January 30, 2014.

SCA

Mayor Guier stated she will have some items to bring forward to Workshop for Council consensus.

OLD BUSINESS

None

NEW BUSINESS

A. Resolution No. 14-098: Accepting a donation in the amount of \$2,500 from Metals Express, Inc. for the Pacific Algona Senior Center for Food Drive.

Community Services Assistant Director Darcie Thach advised that the donation was received from Metals Express, Inc. and is intended for the Stone Soup lunch.

COUNCIL MEMBER KAVE MOVED to adopt Resolution No. 14-098, authorizing the Mayor to accept a donation in the amount of \$2,500 from Metals Express, Inc. for the Pacific Algona Senior Center for Food Drive. Seconded by Council Member Hulsey.

Metals Express should get recognition for donation. Always willing to donate.

Roll Call vote was taken resulting as follows:

Ayes: Hulsey, Jones, Kave, Knudtson, Putnam Steiger,

Excused: Walker

The motion carried 6-0.

B. Resolution No. 14-099: Accepting a donation in the amount of \$1,500 from an anonymous donor for the Pacific Youth Center.

Community Services Assistant Director Darcie Thach advised that the donation was received from an anonymous donor and is intended for the Pacific Youth Center.

COUNCIL MEMBER HULSEY MOVED to adopt Resolution No. 14-099, authorizing the Mayor to accept a donation in the amount of \$1,500 from an anonymous donor for the Pacific Youth Center. Seconded by Council Member Steiger.

Roll Call vote was taken resulting as follows:

Ayes: Hulsey, Jones, Kave, Knudtson, Putnam Steiger

Excused: Walker

The motion carried 6-0

C. Resolution 14-100 setting a public hearing for the February 3, 2014, City Council meeting to receive comments regarding extending the Medical Marijuana Moratorium, and initiating the same Moratorium for Recreational Marijuana.

Planner Paula Wiech provided information to the Council regarding the proposed extension of the moratorium and setting the public hearing.

After lengthy discussion, **COUNCIL MEMBER HULSEY MOVED** to adopt Resolution No. 14-100, setting a public hearing for the February 3, 2014, City Council meeting to receive comments regarding extending the Medical Marijuana Moratorium, and initiating the same Moratorium for Recreational Marijuana. Seconded by Council Member Jones

Speaking before Council:

James Dusek	Department of Justice has stated they are not pursuing any legal action against Colorado or Washington
-------------	--

Roll Call vote was taken resulting as follows:

Ayes: Hulsey, Jones, Kave, Knudtson, Putnam Steiger

Excused: Walker

The motion carried 7-0

- D.** Approval of continued membership in the Association of Washington Cities and payment of the membership fee for 2014 in the amount of \$4,179.

City Clerk Amy Stevenson-Ness advised council that the city received an invoice from AWC in the amount of \$4,179 for continued membership in the association. AWC's membership fee includes a small rate increase of less than one half percent. Continued membership in AWC is recommended.

COUNCIL MEMBER JONES MOVED to approve continued membership in the Association of Washington Cities and payment of the membership fee for 2014 in the amount of \$4,179. Seconded by Council Member Hulsey.

Roll Call vote was taken resulting as follows:

Ayes: Hulsey, Jones, Kave, Knudtson, Putnam Steiger

Excused: Walker

The motion carried 6-0

- E.** Approval of payment of the 2014 SCATBd Transportation Forum membership dues in the amount of \$100.00.

COUNCIL MEMBER HULSEY MOVED to approved payment of the 2014 SCATBd Transportation Forum membership dues in the amount of \$100.00. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

Ayes: Hulsey, Jones, Kave, Knudtson, Putnam Steiger, Walker

Excused:

The motion carried 6-0.

- F.** Approval of continued membership in the Sound Cities Association and payment of dues in the amount of \$3,736.67.

Mayor Guier advised council that SCA offers advocacy for cities and provides leadership on economic and community development, transportation, land use, health, government operations, environment, education, public safety, social welfare and other public policy issues.

COUNCIL MEMBER JONES MOVED to approve move to approve continued membership in the Sound Cities Association and payment in the amount of \$3,736.67. Seconded by Council Member Kave.

Roll Call vote was taken resulting as follows:

Ayes: Hulsey, Jones, Kave, Knudtson, Putnam Steiger

Excused: Walker

The motion carried 6-0.

CONSENT AGENDA

A. Approval of the minutes of December 16, 2013, workshop and December 23, 2013, regular meeting

COUNCIL MEMBER JONES MOVED to approve the Consent Agenda. Seconded by Council Member Putnam. Voice vote was taken and the motion carried 6-0.

ADJOURN

Mayor Guier adjourned the meeting at 7:18 p.m.

Amy Stevenson-Ness, City Clerk