



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

April 14, 2014
Monday

Regular Meeting
6:30 p.m.

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

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

5. REPORTS

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

- 6. PUBLIC HEARING:** Seeking public input regarding Street Assessment Reimbursement Agreements for transportation system improvements.

7. OLD BUSINESS

- A. AB 14-056:** Approving the waiver of park usage fees for Aggressive Ministries for their Pencilalooza event to be held in City Park on August 23, 2014.
- B. Ordinance No. 2014-1859:** Approving the creation of the Stewart Road and Thornton Avenue Street Assessment Reimbursement Area.

- C. **Ordinance No. 2014-1860:** Adoption of the findings of fact on interim zoning Ordinance No. 14-1855.
- D. **Resolution No. 2014-134:** Approving the continuing Interlocal Agreement between the City of Pacific and the City of Auburn for Information Technology Services.
- E. **Resolution No. 2014-135:** Authorizing the execution of a lease agreement with Valley Regional Fire Authority for the use of City-owned property.
- F. **Resolution No. 2014-136:** Authorizing the execution of an agreement with Morris Law, PC for land use attorney services in an amount not to exceed \$10,000.
- G. **Resolution No. 2014-137:** Setting the time and place for a public hearing on April 28, 2014, at approximately 6:30 p.m. to receive public testimony on proposed revisions to Pacific Municipal Code 20.72.050(F) regarding the use of pervious parking in the City.
- H. **Resolution No. 2014-138:** Approving the purchase of property from Gordon Pacific, LLC and L&V Gordon, LLC, in the amount of \$500,000, for construction of Stewart Road and the Interurban Trail.
- I. **Resolution no. 2014-139:** Authorizing the surplus of the Public Works Flail Mower Deck to be used as a trade in for a new mower deck.
- J. **AB 14-064:** Further discussion regarding filling of City Council Vacancy
- K. **AB 14-065:** Further discussion regarding a City Council retreat to tentatively be held on May 3.
- L. **AB 14-066:** Appointment of Negotiations Committee

8. NEW BUSINESS

9. CONSENT AGENDA

- A. Payroll and Voucher Approval
- B. Approval of the minutes from the March 2 and March 17, 2014 workshops and March 10, 2014 meeting.

10. ADJOURN

Finance Committee Meets: 2 nd Tuesdays	May 15, 2014 6:30 p.m.	City Hall
Governance Committee	TBD 5:30 p.m.	City Hall
Human Services Committee Meets 1 st Tuesday	May 6, 2014 5:30 p.m.	Senior Center
Park Board – Special Meeting Meets 1 st Tuesday	April 17, 2014 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	April 22, 2014 6:00 p.m.	City Hall
Public Safety Committee	TBD 9:00 a.m.	City Hall
Public Works Committee Meets 1 st Wednesday	May 7, 2014 7:00 p.m.	City Hall
Technology Committee Meets 3 rd Thursday	April 17, 2014 5:00 p.m.	City Hall

PACIFIC MUNICIPAL COURT
Memorandum

TO: Judge Rochon

CC: Mayor Guier, Pacific Council Members, Managers

From: Kelly Rydberg

Date: 4/1/14

Re: March 2014

The court:

- Held 373 hearings - 293 for Pacific and 80 for Algona.
- Collected Pacific monthly revenues of **\$32,197.58**; of which **\$22,066.94** is the local portion, \$192.82 is the County portion and **\$9937.82** is the State portion. Year to date revenues for the City of Pacific are **\$58,239.95**.
- Collected Algona monthly revenues of **\$12,769.69**; of which \$5282.21 is the local portion, \$1956.08 is the Pacific split for costs, \$85.37 is the County portion and \$5446.03 is the State portion. Year to date revenues for the City of Algona are **\$17,110.97**.

Pacific monthly filings:

Traffic infractions filed:	89	violations filed:	127
Criminal citations filed:	25	violations filed:	29

Algona monthly filings:

Traffic infractions filed:	32	violations filed:	54
Criminal citations filed:	16	violations filed:	20

GENERAL FUND/RECOUPMENT COLLECTED

	PACIFIC MONTH	PACIFIC YTD	ALGONA MONTH	ALGONA YTD
Warrant fees	1170.79	4747.05	98.25	410.61
Record Check Fees	3117.56	10209.11	PACIFIC KEEPS	
Jail Recoupment	5692.99	10018.59	425.40	1923.92
Insurance Fees	232.25	602.02	PACIFIC KEEPS	
Parking Fees	25.00	281.67	0	0
PD Recoupment	1756.17	3877.72	262.35	1528.01
Interpreter Recoupment	256.32	1002.80	116.85	608.03
Credit Card Convenience Fee	128.68	341.78	PACIFIC KEEPS	
Interest/Bank Charges	1083.58	2935.72	235.88	998.30
Misc court fines and costs	7278.60	19728.49	4143.48	11642.10
Algona court costs **	1325.00	4495.00	1956.08	6830.26
TOTAL	\$22,066.94	\$58,239.95	\$7238.29	\$23,941.23

** The total in the Pacific column is for February services; the total in the Algona column is costs split that Pacific keeps for March.

Cities of Pacific & Algona; Municipal Court
100 3rd AVE SE; Pacific WA 98047
(253) 929-1140; (253) 929-1195 fax

Friday, April 11, 2014

City of Algona
Attention: Iris
402 Warde St
Algona WA 98001

Dear Iris,

Please submit for compensation to Pacific Municipal Court \$2430.50 for MARCH 2014 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$695.50.

Detention billing for this period is \$0.

(copies attached)

FILINGS:

31 Infractions @ 25.00	\$775.00
16 Criminal Citations @ 60.00	\$960.00
Total Due	\$1735.00

Monthly Revenues collected \$12,769.69.

COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:

Split of warrant fees	\$98.25
Monitoring / Record check fees	\$1802.37
Mandatory insurance costs	\$10.80
Credit card convenience fee	\$44.66
NSF fees	\$0
Copy/CD fees	\$0
Total	\$1956.08

Remittance check due Algona:
\$5282.21

Remittance check to King County paid:
\$85.37

Remittance check to State paid:
\$5446.03

Please contact us if you have any questions. Thank you.
Sincerely,

Kelly Rydberg
Court Administrator

CC: Buster; month end file

PACIFIC POLICE DEPARTMENT

MARCH 2014 MONTHLY REPORT

ACTIVITY

Dispatch calls 417
 Self-initiated contacts 177
 Agency assists 84

TRAFFIC ENFORCEMENT

		<u>LAST MONTH</u>
Verbal Warnings	87	135
Infractions	125	109
Criminal Traffic	19	15

SUPERIOR COURT FILINGS

Adult 1
 Juvenile 0

ARRESTS

Traffic 18
 Non Traffic 40
 Felony 05

OFFENSES/CRIMES

Burglaries-Residential	1	Assault-DV	4
Burglaries-Commercial	2		
Thefts	3	Malicious mischief-DV	3
Robbery	0	Disputes-DV	4
Motor vehicle theft	3	Violation of orders	1
Motor vehicle recovery	3	Order Service	7
Recovered property	2	Mental health referral	1
Poss stolen property	1	Threats/harassment	2
Vehicle prowl	2	Suicidal subject	1
Weapons violation	4	Death investigation	0- DOA
Reckless burning/arson	0	Homicide	0
DUI	6	Runaway/missing	0
Drug/liquor violation	7	Warrant arrests	28
Vehicle impound	1	CPS/APS investigation	2
Vehicle collision	8	Criminal trespass	4
Assault	4	Hit and run	3
Malicious mischief	2	Suspicious Circ	1
ID Theft	0	Fraud	3

Total Cases: 241* Year to Date: 449

*With new Tiburon system 100 case numbers were skipped 141 cases were written in the month.

We also had:

1 Animal Complaint, 1 Eluding Case, 2 Shootings(Ofc Hongs Incident + individual called stating he shot his spouse), 1 Illegal Discharge of Weapon, 1 Aiming a weapon, 1 Civil Property Damage Case, 1 Public Disturbance Incident, 1 Parking Complaint



Agenda Bill No. 14-052

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 14, 2014
SUBJECT: Public Hearing for the formation of a Street Assessment Reimbursement Area (SARA)

ATTACHMENTS: Public Hearing Announcement

Previous Council Review Date: N/A

Summary: The City has been trying to complete the Stewart Road improvements. The formation of Street Assessment Reimbursement Area (SARA) provides for revenue to completing the project funding package. The formation of a SARA requires a Public Hearing.

Recommendation/Action: Receive public testimony regarding the formation of the SARA.

Motion for Consideration:

Budget Impact: The cost to have the public hearing is the cost of public notification, approximately \$300.

Alternatives: The Public Hearing is required to form a Street Assessment Reimbursement Area. Until a Hearing is held, a Reimbursement Area cannot be formed.

AGENDA ITEM NO. 6



NOTICE OF PUBLIC HEARING

March 20, 2014

NOTICE IS HEREBY GIVEN that on **MONDAY, APRIL 14, 2014**, at approximately 6:30 p.m., the City Council will conduct a public hearing during a City Council Meeting for the purpose of taking public testimony on Ordinance No. 2014-1858 regarding Street Assessment Reimbursement Agreements for Transportation System Improvements.

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, April 14, 2014.

For further information regarding the hearing, please contact Jim Morgan, Engineer, (253) 929-1115.

Amy Stevenson-Ness
City Clerk
City of Pacific

100 3rd Avenue SE, Pacific, WA 98047

(253) 929-1105 Phone

(253) 939-6026 Fax

AGENDA ITEM NO. 7A



Agenda Bill No. 14-056

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness
MEETING DATE: April 14, 2014
SUBJECT: Waiver of Park Usage Fees for Back to School Event by Aggressive Ministries

ATTACHMENTS: Park Site Reservation Application

Previous Council Review Date: N/A

Summary: Aggressive Ministries – Celebrate Recovery is requesting a waiver of usage fees for their Back to School event to be held in City Park on Saturday, August 23, 2014.

Recommendation/Action: Approve the waiver of usage fees for Pencilpalooza

Motion for Consideration: "I move to waive the usage fees for Aggressive Ministries for their Pencilpalooza event to be held on August 23, 2014."

Budget Impact:

Alternatives:

Park Site Reservation Application



CONTACT: Jeremy Thompson
 ORGANIZATION: Aggressive Ministries - Celebrate Recovery DAY PHONE: (253) 335-7486
 ADDRESS: 206 Frontage Rd S CITY: Pacific STATE: WA ZIP: 98047

Time Start: 10 Am Time End: 8 Pm

Facilities can be reserved all day 10:00am to 8:00pm or half days 10:00am – 3:00pm and /or 3:30pm to 8:00pm

Choose your top five preferences for your picnic date and location. You can choose one location on five different dates, the same date in five different locations, or any combination thereof. Tables seat an average eight persons each.

	PACIFIC CITY PARK	DATE	# of People	Confirmed
1		8/10/14	50	
2		23		
3				
4				
5				

PLEASE HELP US DETERMINE WHAT YOU WILL NEED

Will you have a caterer or special equipment on site?
 YES What kind? Sound equipment the user may be required to provide liability insurance.
 NO

Will you want to use a ballfield? Time: _____
 YES
 NO

METHOD OF PAYMENT:

Pay by check or cash only, When payment is received you will receive a park site permit.

REMINDERS:

Alcoholic beverages are not allowed in City parks.
 Picnic fees are not refundable.

FEES:

See Fee Schedule on Resolution No. _____

Signature: _____

MAIL TO:

Park Site Reservations
 City of Pacific
 Community Development Department
 100 3rd Avenue SE
 Pacific, WA 98047

ATTENTION: Wanda Flarity
 253-929-1110

City of Pacific Park Site Reserved

ORGANIZATION: Aggressive Ministries - Celebrate Recovery

CONTACT: Jeremy Thompson

AREA RESERVED: Labana & Group 2

Date Start: 8/23 8/16/14 End: 8/23 8/16/14

Time Start: 10 Am End: 8 pm

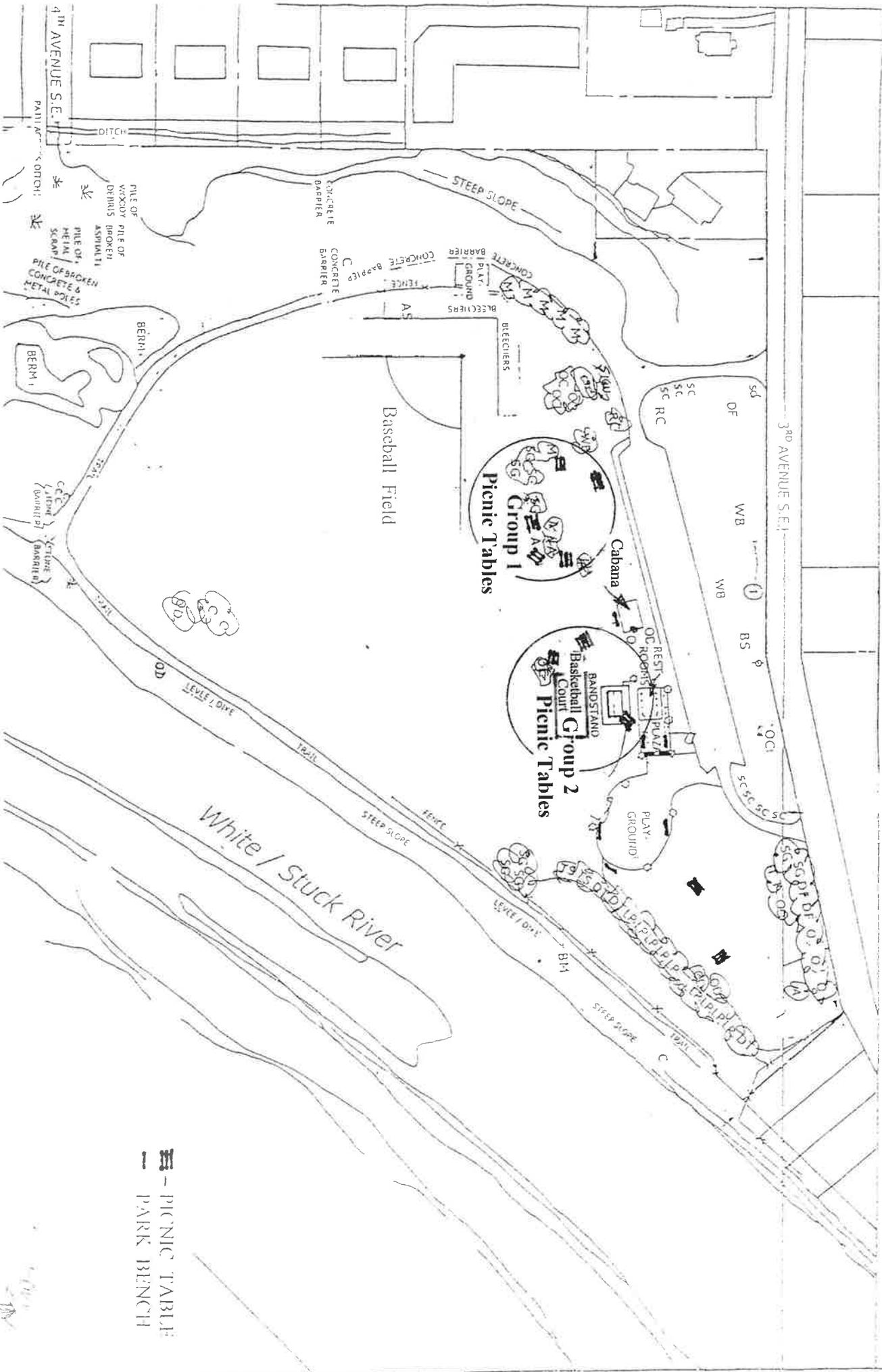
For Park reservation information contact Park Site Reservations, City of Pacific
100 3rd Avenue SE, Pacific, WA 98047 or call Community Development Department at 253.929.1110

Issued by: _____ Date: _____



CITY OF PACIFIC
 100 - 3RD AVENUE SOUTHEAST
 PACIFIC, WASHINGTON 98047
 Ph: (253) 929-1110
 Fax: (253) 887-9910

CITY RIVER PARK



AGENDA ITEM NO. 7B



Agenda Bill No. 14-051

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 14, 2014
SUBJECT: Stewart Road Thornton Avenue Assessment Reimbursement Area

ATTACHMENTS: Ordinance 2014 - 1859

Previous Council Review Date:

Summary: The City of Pacific is proposing to make improvement to Stewart Road. There are occasions where the City desires to make street improvements without developer induced participation and therefore needs to establish procedures for recouping the costs associated with the initial City investment. The City could implement a late comers agreement for itself however, these can be cumbersome and do have finite time periods for recouping investment. This Ordinance establishes the reimbursement area and assessments for the Stewart Road / Thornton Avenue intersection.

This ordinance requires a public hearing to be held at the April 14, 2014, Council meeting. A resolution setting the public hearing date is also included on the agenda.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2014-1859

Motion for Consideration: Move to approve Ordinance No.2014 - 1859, "AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON CREATING THE STEWART ROAD AND THORNTON AVENUE STREET ASSESSMENT REIMBURSEMENT AREA."

Budget Impact: The proposed ordinance allows the City to recover some of the costs associated with street projects otherwise paid from the general fund.

Alternatives: Deny the matter, or amend the Ordinance language.

AGENDA ITEM NO. 7B

**CITY OF PACIFIC
WASHINGTON**

ORDINANCE NO. 2014- 1859

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON CREATING
THE STEWART ROAD AND THORNTON AVENUE STREET ASSESSMENT
REIMBURSEMENT AREA**

WHEREAS Chapter 35.72 RCW and PMC 13.24 permit Street Assessment Reimbursement Agreements;

WHEREAS the City has completed the design of Stewart Road which include improvements to the intersection at Thornton Avenue which provide specific benefits to the adjacent property owners as shown in Exhibit A; and

WHEREAS, the City Engineer made a preliminary determination of the assessment reimbursement area and pro rata share of costs to affected property owners by selecting a method of cost apportionment based on the benefit of the improvements to the affected property owners; and

WHEREAS, in accordance with RCW 35.72.040(2), the City provided notice by certified mail of the City Engineer's preliminary determination of the assessment reimbursement area and pro rata share of costs to affected property owners; and

WHEREAS, none of the affected property owners requested a public hearing before the City Council within the time required to challenge the City Engineer's preliminary determination; and

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

Section 1. Assessment Reimbursement Area. The City Council hereby adopts as its final determination the preliminary determination of the assessment reimbursement area as recommended by the City Engineer and as identified on Exhibit B attached hereto and incorporated herein by this reference.

Section 2. Reimbursable Costs. The City Council hereby adopts as its final determination the total cost calculations, allocations among the benefited properties, and pro rata shares of reimbursable costs as recommended by the City Engineer and as identified on Exhibit C attached hereto and incorporated herein by this reference.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional 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 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th DAY OF APRIL, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

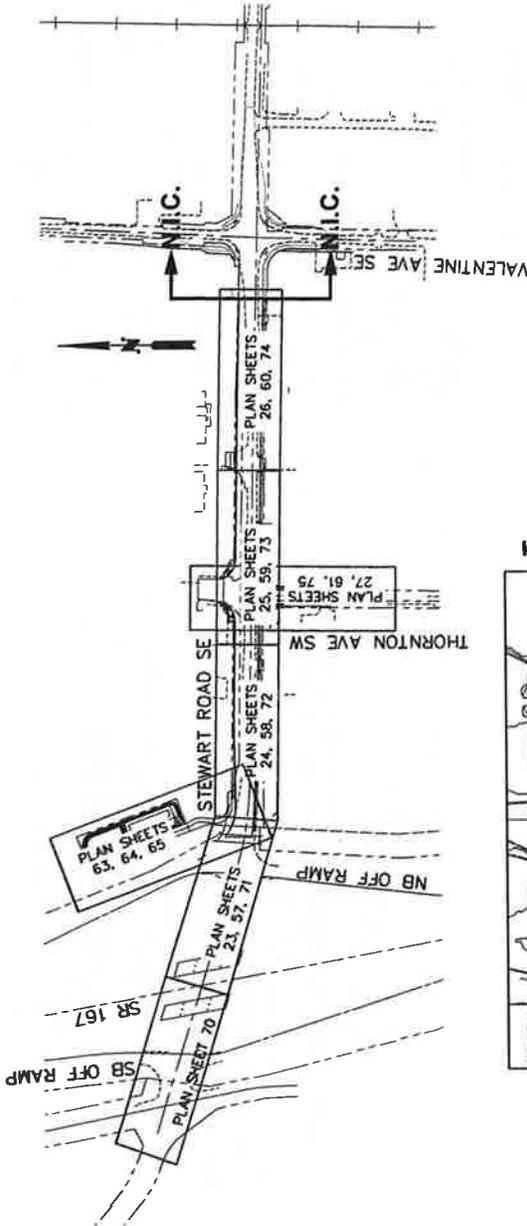
KEN LUCE, CITY ATTORNEY

STEWART ROAD/THORNTON AVE IMPROVEMENTS

EXHIBIT A

CITY OF PACIFIC, WASHINGTON
 SEC 02, TWP. 20 N., R. 4 E., WM.

FEBRUARY 2014



ENGINEER:
 SKILLINGS CONNOLLY, INC.
 9016 LACET BLVD.
 LACEY, WA 98503
 (360) 491-3399
 DAVID S. BELL, P.E.

OWNER:
 CITY OF PACIFIC
 1000 3RD AVENUE SE
 PACIFIC, WA 99041
 (253) 929-1195
 LEANNE GUIRE
 (MAYOR)

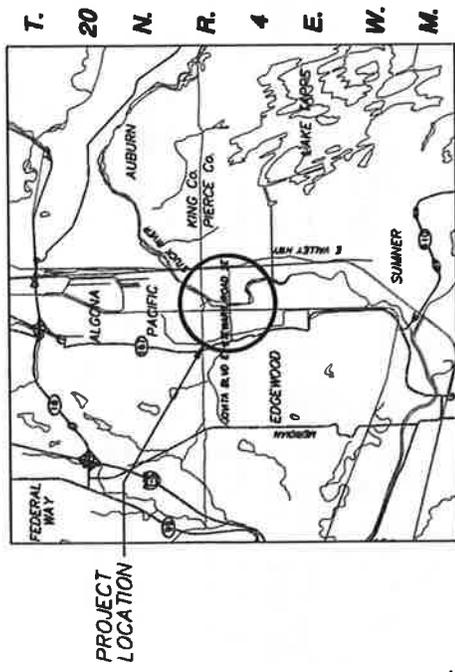
PROJECT:
 STEWART ROAD / THORNTON
 AVENUE IMPROVEMENTS
 TIB 8-1-11(005)A1

LOCATION MAP

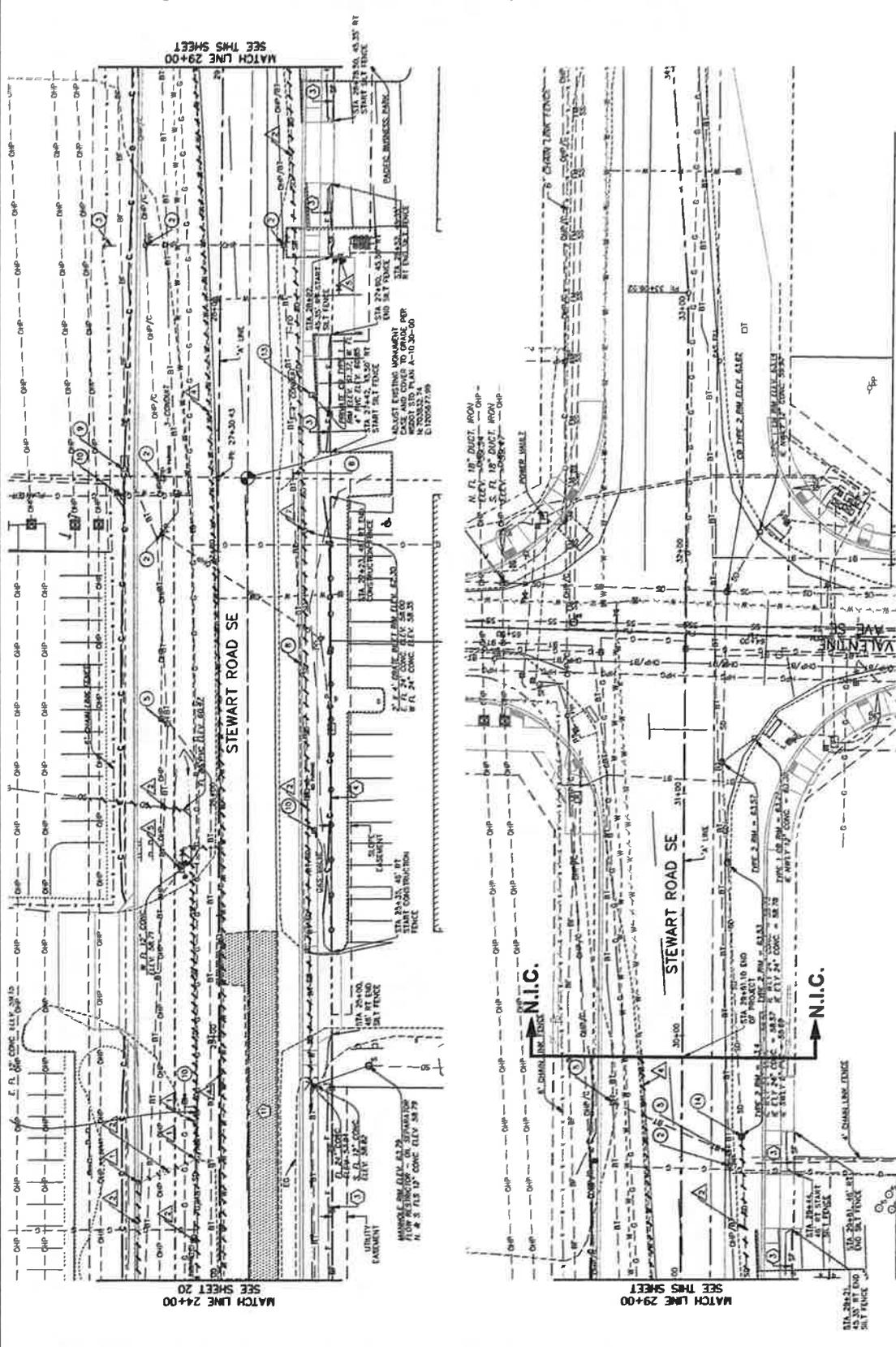


BEGIN PROJECT
 STA 6+22

END PROJECT
 STA 29+91.10



**SKILLINGS
 CONNOLLY**
 5016 Lacey Boulevard SE, Lacey, Washington 98503
 (360) 491-3399 (800) 454-7545 Fax (360) 491-3357



- UTILITY RELOCATION NOTES**
1. PROPOSED WATER MAIN TO BE RELOCATED BY PILE TO BE RELOCATED BY PILE TO BE RELOCATED BY PILE
 2. ONLY WELLS TO BE RELOCATED BY PILE
 3. NOT USED
 4. TELEPHONE WELLS TO BE RELOCATED BY CENTURY LINK
 5. TELEPHONE WELLS TO BE RELOCATED BY CENTURY LINK
 6. TELEPHONE WELLS TO BE RELOCATED BY CENTURY LINK
 7. TRAFFIC SIGNAL JUNCTION BOX TO BE RELOCATED BY WIRE CONNECTION
 8. BURNED TELEPHONE LINE TO BE LINGERED
 9. TELEPHONE WELLS TO BE ADJUSTED TO FRESH GRADE BY CENTURY LINK
 10. GAS MAINS TO BE ADJUSTED TO FRESH GRADE BY PILE
 11. TRAFFIC SIGNAL JUNCTION BOX TO BE ADJUSTED TO GRADE BY CONTRACTOR
 12. REMOVE EX. WATER METER
 13. ADJUST MAIN TO GRADE WITH SOLID RECTANGULAR COVER
 14. ADJUST EXISTING RM TO GRADE
- DEMOLITION NOTES**
1. REMOVE TYPE 1 CATCH BASIN
 2. REMOVE EX. STORM DRAIN PIPE OR CONDUIT
 3. REMOVE EX. LIGHT POLE
 4. REMOVE EX. 8" WATERMAIN
 5. REMOVE EX. FIRE HYDRANT
 6. REMOVE TYPE 2 CATCH BASIN
 7. REMOVE ORATE INLET
 8. REMOVE EXISTING FENCE
 9. EX. EQUIPMENT TO BE RELOCATED BY CONTRACTOR TO REMAIN EX. SIGN PROPERTY OWNER PRIOR TO CONSTRUCTION
 10. REMOVAL OF SIGNAGE AND ITEM "REMOVAL OF SIGNAGE AND ITEM OR STRUCTURES"
- EROSION CONTROL NOTES**
1. INSTALL STORM DRAIN INLET PROTECTION PER BEST STD PLAN 1-40-00-00
 2. INSTALL CHOKER DAM PER WEIGHT STD PLAN 1-30-00-01
 3. INSTALL 36" FENCE PER WEIGHT STD PLAN
 4. INSTALL 48" UTILITY FENCE PER WEIGHT STD PLAN 1-10-00-01
 5. INSTALL 60" UTILITY FENCE PER WEIGHT STD PLAN 1-10-00-01
- PAVEMENT REMOVAL AREAS**
1. 2" X 5' S/F

SEE THIS SHEET
MATCH LINE 24+00

SEE THIS SHEET
MATCH LINE 29+00

		REVISIONS	
DESIGNED BY:	P. SO. JR.	DATE:	02/20/14
CHECKED BY:	T. BRADY	NO.:	02/20/14
PROJECT NO.:	D. BELL	DATE:	02/20/14
Printed By: <i>Carla</i> on 2/20/14 11:33 AM P:\PROJECTS\2014\02\02\DWG\DWG\STEWART\STEWART.DWG			

6018 Leach Boulevard SE, Leach, Washington 98003
(206) 481-3360 (800) 454-7645 Fax (206) 481-3857

PACIFIC WA

STEWART ROAD/THORNTON AVE IMPROVEMENTS

RELOCATION, DEMOLITION AND EROSION CONTROL PLAN



UTILITY RELOCATION NOTES

1. TRANSMISSION POWER POLE TO BE RELOCATED BY POE
2. DISTRIBUTION POWER POLE TO BE RELOCATED BY POE
3. OUY WIRING TO BE RELOCATED BY POE
4. NOT USED
5. TELEPHONE WIRING TO BE RELOCATED BY CENTURY LINK
6. TELEPHONE WIRING TO BE RELOCATED BY CENTURY LINK
7. TRAFFIC SIGNAL JUNCTION BOX TO BE RELOCATED BY THE CONTRACTOR
8. BORED TELEPHONE LINE TO BE LOOSED BY CENTURY LINK
9. TELEPHONE WIRING TO BE ADJUSTED TO FIGHT CORSE BY CENTURY LINK
10. GAS VALVE TO BE ADJUSTED TO FIGHT CORSE BY POE
11. TRAFFIC SIGNAL JUNCTION BOX TO BE ADJUSTED TO CORSE BY CONTRACTOR
12. REMOVE EX WATER METER
13. ADJUST RM TO CORSE WITH SOLID RECTANGULAR CONER
14. ADJUST EXISTING RM TO CORSE

DEMOLITION NOTES

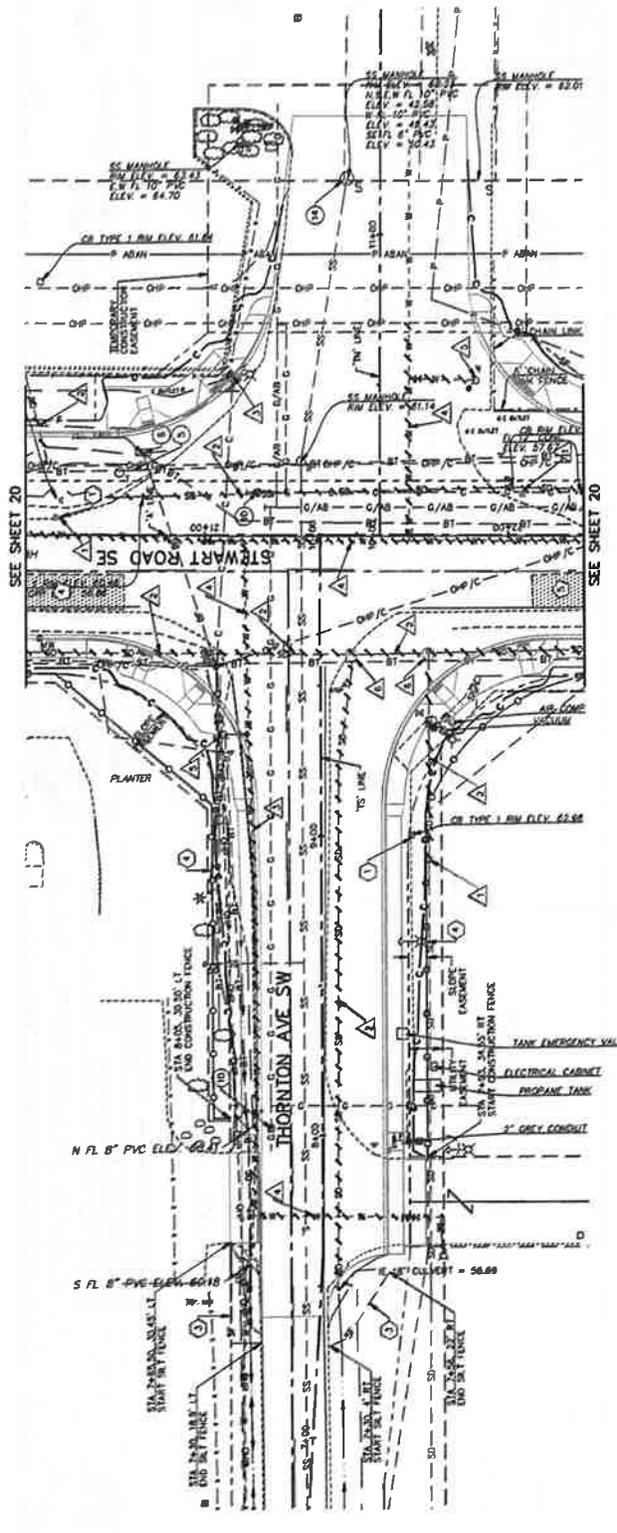
1. REMOVE TYPE 1 CATCH BASIN
2. REMOVE EX STEIN CHAIN PIPE OR COLLECTOR
3. REMOVE EX LIGHT POLE
4. ABANDON EX 8" WATERMAIN
5. REMOVE EX FIRE MAST
6. REMOVE TYPE 2 CATCH BASIN
7. REMOVE GRAVE INLET
8. REMOVE EXISTING FENCE
9. EX EQUIPMENT TO BE RELOCATED BY PROPERTY OWNER PRIOR TO CONSTRUCTION
10. CONTRACTOR TO REMOVE EX SIGN COMPLETE FOUNDATION FOR SIGN REMOVAL OF STRUCTURES AND OBSTRUCTIONS

EROSION CONTROL NOTES

1. INSTALL STORM DRAIN INLET PROTECTION PER WSDOT STD PLAN 1-40.20-40
2. INSTALL CHECK DAM PER WSDOT STD PLAN 1-50.20-40
3. INSTALL SILT FENCE PER WSDOT STD PLAN 1-30.10-40
4. INSTALL WASH VELOCITY FENCE PER WSDOT STD PLAN 1-10.10-40

PAVEMENT REMOVAL AREAS

4. 124 ST
5. 26 ST

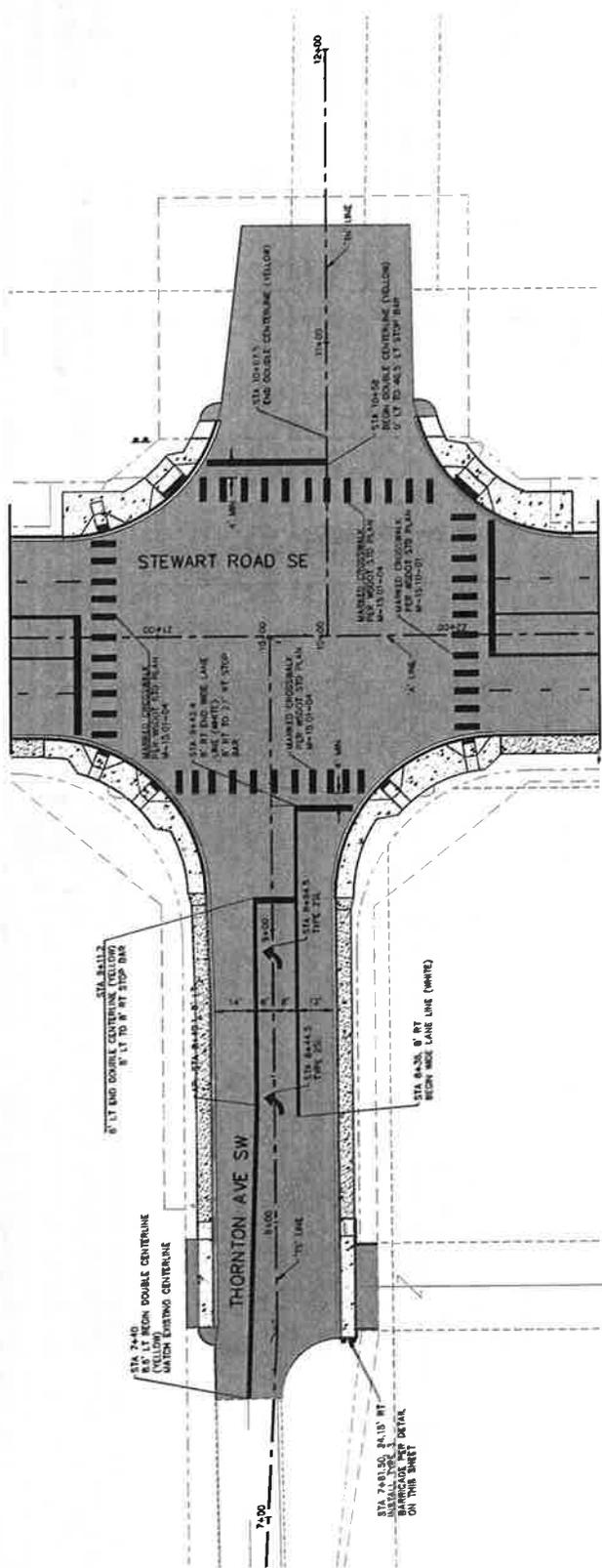


SEE SHEET 20

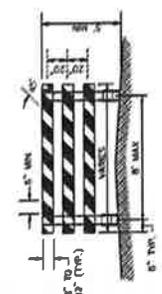
SEE SHEET 20

SHEET NUMBER 10.396	
DATE 07/20/14	DRAWN BY T. BRADLEY
CHECKED BY D. BELLA	PROJECT NO. 127711.13.19
REVISIONS	
SKILLINGS CONNOLLY 5016 Lacey Boulevard SE, Lacey, Washington 98503 (360) 491-3388 (800) 454-7546 Fax (360) 491-3857	
	
STEWART ROAD/THORNTON AVE IMPROVEMENTS PACIFIC	
RELOCATION, DEMOLITION AND EROSION CONTROL PLAN	
VIA	

SEE SHEET 46



SEE SHEET 46



TYPE 3 BARRICADE
NOT TO SCALE

SIGN NO.	SIGN CODE	SIGN DESCRIPTION	LOCATION	SIGN SIZE (INCHES)		MATERIAL	POST HEIGHT (INCHES)	REMARKS
				W	H			
1	RS-1 (RSD-01)	SPREAD LANE, 36" FINISH DOUBLE	14+50	36" BT	36" BT	WOOD	12'	EXISTING SIGN TO REMAIN. CONTRACTOR TO STRAIGHTEN POST EXTENDING SIGN TO REMAIN. CONTRACTOR TO STRAIGHTEN POST
2	RS-2 (RSD-02)	DOUBLE SOLID CORNER AND DOUBLE	14+50	36" BT	36" BT	WOOD	12'	NEW
3	RS-3 (RSD-03)	RIGHT TURN AHEAD	14+50	36" BT	36" BT	WOOD	12'	NEW
4	RS-4 (RSD-04)	APPROACH CONNECTIONAL	17+00	48" BT	48" BT	WOOD	12'	NEW. REPLACE IN END
5	RS-5 (RSD-05)	RIGHT LANE AHEAD TURN RIGHT	14+50	36" BT	36" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
6	RS-6 (RSD-06)	BUSINESS AHEAD	20+30	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
7	RS-7 (RSD-07)	NO PARKING ANYTIME	20+30	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
8	RS-8 (RSD-08)	STOP AND STREET NAMES	21+05	50" BT	50" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
9	RS-9 (RSD-09)	NO PARKING ANYTIME	21+05	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
10	RS-10 (RSD-10)	NO PARKING ANYTIME	21+05	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
11	RS-11 (RSD-11)	BUSINESS AHEAD	21+05	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
12	RS-12 (RSD-12)	BUSINESS AHEAD	21+05	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
13	RS-13 (RSD-13)	NO PARKING ANYTIME	21+05	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
14	RS-14 (RSD-14)	NO PARKING ANYTIME	21+05	48" BT	48" BT	WOOD	12'	RELOCATE EXISTING SIGN & POST FROM 30'-0" BT
15	RS-15 (RSD-15)	CITY HALL SIGN	21+05	48" BT	48" BT	WOOD	12'	PROTECT EXISTING SIGN IN PLACE

COMMENTS:
 1. ALL DIMENSIONS UNLESS NOTED 7 FEET FROM BOTTOM OF SIGN TO GROUND.
 2. WORKING DETAILS, SEE WISDOT STANDARD PLAN C-22 10-01.
 3. ALL DIMENSIONAL LINES SHALL BE PLACED AT POINT DETAILS. SEE WISDOT "SIGN PARTICIPATION MANUAL".

DESIGNED BY: P. SODIJS
 ENTERED BY: T. BRODLEY
 CHECKED BY:
 DATE: 02/20/14

DATE: 02/20/14
 DATE: 02/20/14

REVISIONS

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STEWART ROAD/THORNTON AVE
 IMPROVEMENTS
 CHANNELIZATION AND
 SIGNING PLAN

SKILLINGS
 CONNOLLY

8016 Leacy Boulevard SE, Leacy, Washington 98503
 (360) 481-3388 (800) 454-7545 Fax: (360) 481-3857

PACIFIC
 WA

STEWART ROAD/THORNTON AVE
 IMPROVEMENTS
 CHANNELIZATION AND
 SIGNING PLAN

DATE: 02/20/14
 DATE: 02/20/14

DESIGNED BY: P. SODIJS
 ENTERED BY: T. BRODLEY
 CHECKED BY:
 DATE: 02/20/14

DATE: 02/20/14
 DATE: 02/20/14

REVISIONS

Printed by: Geom Information on 2/20/14 12:32 PM
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STEWART ROAD/THORNTON AVE
 IMPROVEMENTS
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SKILLINGS
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8016 Leacy Boulevard SE, Leacy, Washington 98503
 (360) 481-3388 (800) 454-7545 Fax: (360) 481-3857

PACIFIC
 WA

CONSTRUCTION NOTES

- 1. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL AIDES GROUNDWATER VIDEO DETECTION CAMERA (AT LEAST 30 FEET ABOVE BASE OF SIGNAL POLE), TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 2. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 3. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 4. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 5. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 6. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 7. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 8. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 9. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.
- 10. CONSTRUCT SIGNAL POLE FOUNDATION (TOP OF FOUNDATION ELEVATION 81.03) AND TYPE B SIGNAL POLE WITH 52 FT. LIGHT AND ONE STREET NAME SIGN ON THE MAST-ARM. INSTALL TERMINAL CABINET, TWO PEDESTRIAN SIGNAL HEADS AND TWO TYPE III CARRELL APS PROVIDED BY INTO-LITE.

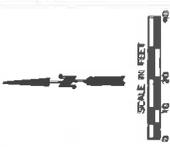
GENERAL NOTES

- 1. ALL SIGNAL POLE FOUNDATIONS SHALL BE CONSTRUCTED AS INDICATED ON THE TRAFFIC SIGNAL POLE SHEET. SEE SHEET 53.
- 2. SIGNAL AND POLE FOUNDATIONS SHALL BE CONSTRUCTED AS INDICATED ON THE TRAFFIC SIGNAL POLE SHEET. SEE SHEET 53.
- 3. PEDESTRIAN PUSH-BUTTONS SHALL BE PER KING COUNTY DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNALIZATION DETAIL C-4.

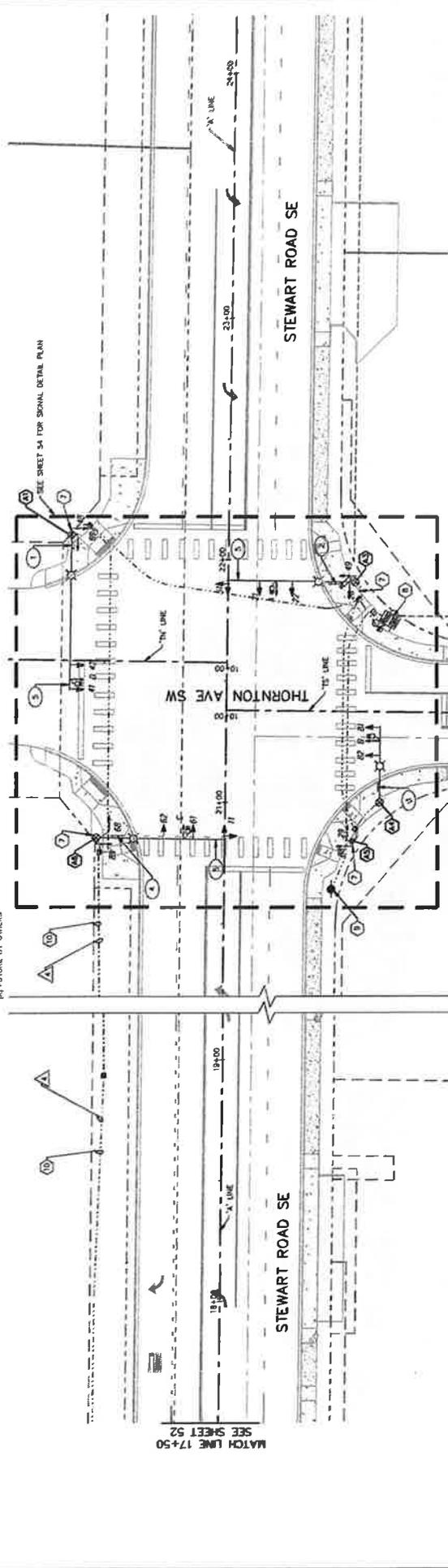
WIRING SCHEDULE									
ITEM #	WIRE TYPE	CONDUIT	TERMINATION	VEHICLE SIGNAL	VEHICLE SIGNAL	POWER	ALLIANCE	INITIATION	PERCENT
				USG#	USG#	WIRE	WIRE	WIRE	WIRE
1	12	1	1	1	1	1	1	1	1
2	12	1	1	1	1	1	1	1	1
3	12	1	1	1	1	1	1	1	1
4	12	1	1	1	1	1	1	1	1
5	12	1	1	1	1	1	1	1	1
6	12	1	1	1	1	1	1	1	1
7	12	1	1	1	1	1	1	1	1
8	12	1	1	1	1	1	1	1	1
9	12	1	1	1	1	1	1	1	1
10	12	1	1	1	1	1	1	1	1
11	12	1	1	1	1	1	1	1	1
12	12	1	1	1	1	1	1	1	1
13	12	1	1	1	1	1	1	1	1
14	12	1	1	1	1	1	1	1	1
15	12	1	1	1	1	1	1	1	1
16	12	1	1	1	1	1	1	1	1
17	12	1	1	1	1	1	1	1	1
18	12	1	1	1	1	1	1	1	1
19	12	1	1	1	1	1	1	1	1
20	12	1	1	1	1	1	1	1	1

LEGEND

- ☒ LUMINAIRE AND ARM
- ☒ SIGNAL POLE WITH MAST ARM
- ☒ CONTROLLER CABINET
- ☒ ELECTRICAL SERVICE CABINET
- ☒ VEHICLE SIGNAL HEAD
- ☒ PEDESTRIAN SIGNAL HEAD
- ☒ PRE-EMPTION DETECTOR/INDICATOR LIGHT
- ☒ TYPE 1 JUNCTION BOX
- ☒ TYPE 2 JUNCTION BOX
- ☒ TYPE 3 JUNCTION BOX
- ☒ POLE NUMBER/ CONSTRUCTION NOTE
- ☒ CONSTRUCTION NOTE
- ☒ WIRE NOTE
- ☒ STREET SIGN NOTE SEE PAGE 55
- ☒ CONDUIT
- ☒ VIDEO DETECTION CAMERA



NOTES:
 1. GENERAL USE AS SHOWN ON SHEET 53 FOR CONDUIT SCHEDULE.
 2. CONDUIT SHALL BE CONSTRUCTED AS PART OF ILLUMINATION SYSTEM. SEE SHEETS 48 TO 51 FOR CONNECTION.
 3. IN FUTURE BY OTHERS.



DESIGNED BY: P. J. JONES	DATE: 02/20/14	NO.:	DATE:
ENTERED BY: P. J. JONES	DATE: 02/20/14	NO.:	DATE:
CHECKED BY: D. BELL	DATE: 02/20/14	NO.:	DATE:
PROJECT NO.: 103308	REVISIONS		

Project by: **SKILLINGS CONNOLLY**
 9018 Leary Boulevard SE, Everett, WA 98203
 (828) 191-5339 (802) 754-7495 Fax (828) 461-3537

SIGNAL PLAN
STEWART RD. S.E. &
THORNTON AVE S.W.

STEWART ROAD/THORNTON AVE IMPROVEMENTS

PACIFIC WA

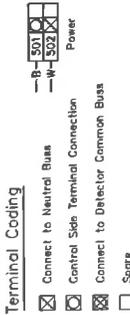
Controller Terminals

R	511	512	513	514	515	516	517	518	519	520
O	521	522	523	524	525	526	527	528	529	530
Y	531	532	533	534	535	536	537	538	539	540
B	541	542	543	544	545	546	547	548	549	550
DR	551	552	553	554	555	556	557	558	559	560
W	561	562	563	564	565	566	567	568	569	570

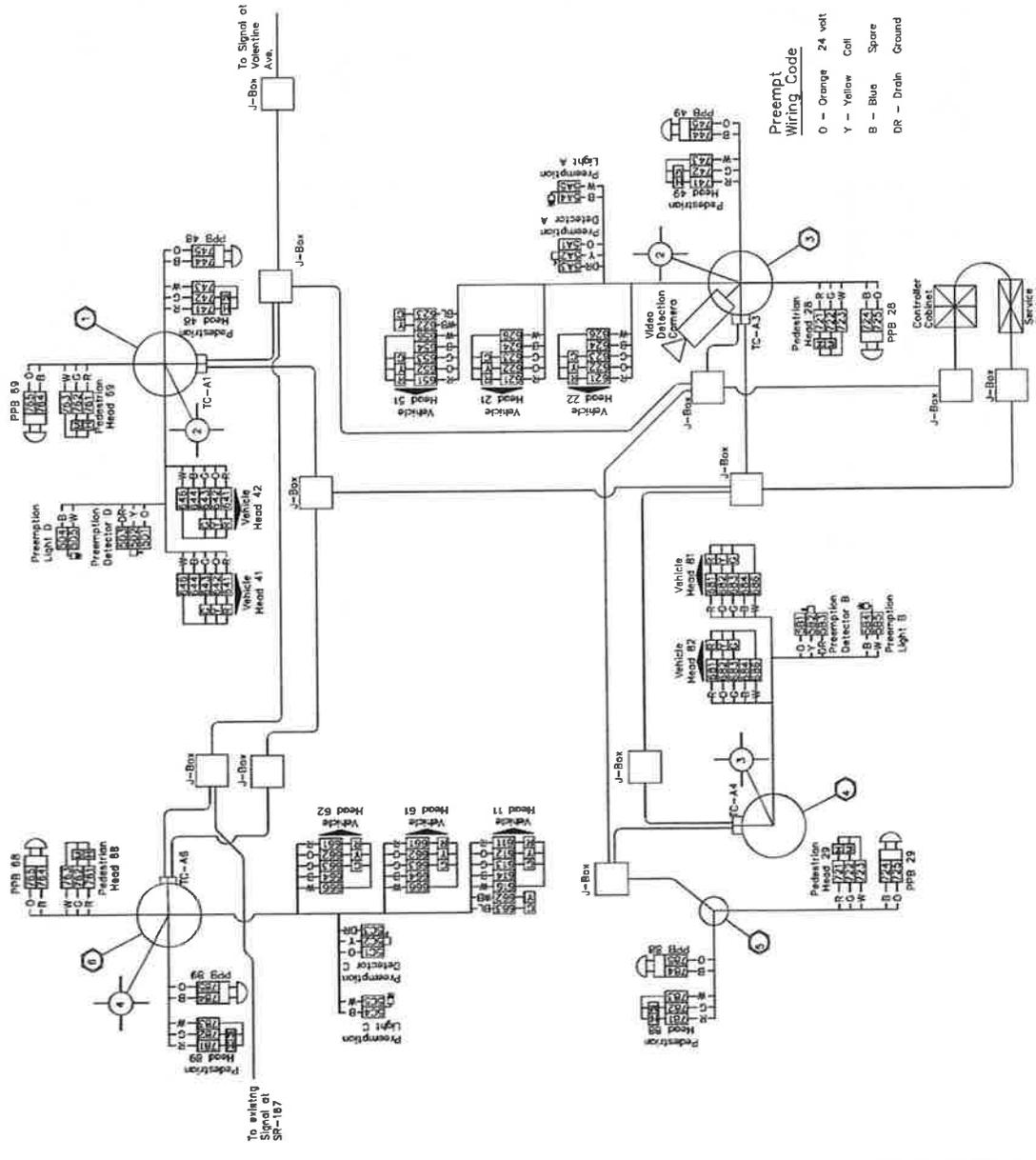
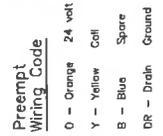
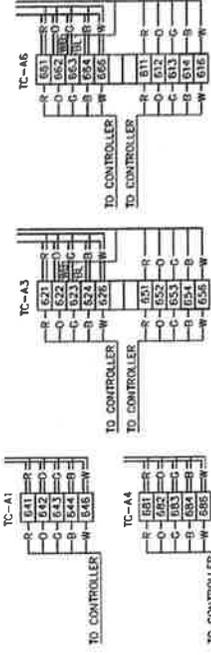
22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43
44	45	46	47	48	49	50	51	52	53	54
55	56	57	58	59	60	61	62	63	64	65
66	67	68	69	70	71	72	73	74	75	76
77	78	79	80	81	82	83	84	85	86	87
88	89	90	91	92	93	94	95	96	97	98
99	100	101	102	103	104	105	106	107	108	109
110	111	112	113	114	115	116	117	118	119	120

76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120
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22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120
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Terminal Cabinet



Notes: Wiring Schedule see Sheet 54
 1. Ex. Connect Video Detection System per Manufacturers recommendations.
 2. Connect Video Detection System per Manufacturers recommendations.

		STEWART ROAD/THORNTON AVE IMPROVEMENTS PACIFIC		STEWART RD./THORNTON AVE THORNTON AVE. S.W.	
DESIGN BY: R. SOLTUS ENTERED BY: R. SOLTUS CHECKED BY: TITLE: ELECTRICAL	DATE: 02/20/14 NO: 02/20/14 DATE: 02/20/14	REVISIONS	JOB NUMBER: 10396 SHEET: 56 OF: 77	Skillings Connolly 6016 Lunar Boulevard SE, Lacey, Washington 98603 (360) 481-3399 (800) 464-7545 Fax: (360) 481-3857 www.skconn.com	

Exhibit B

Stewart Road / Thornton Avenue Reimbursement Area

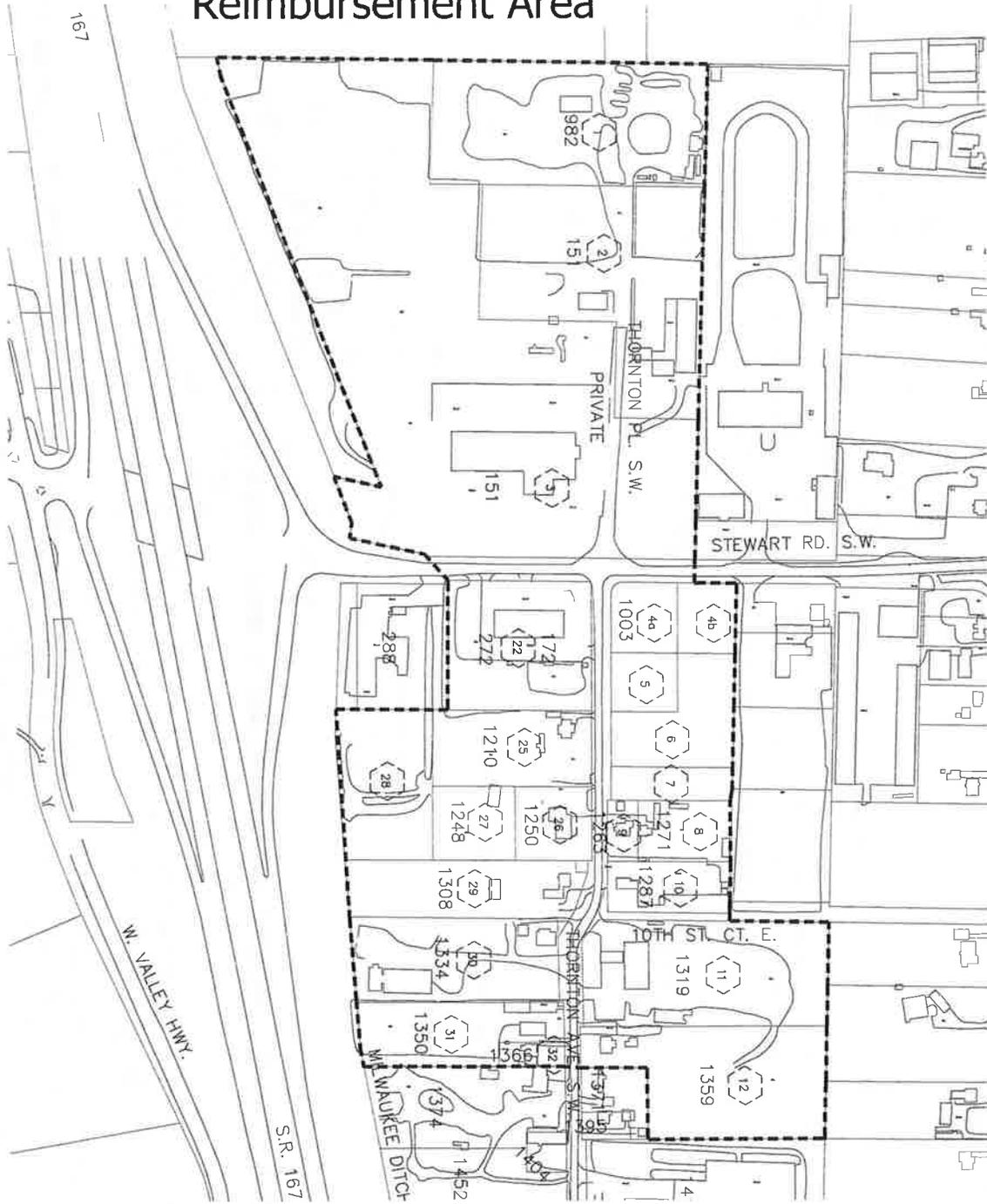


Exhibit C

Signal Pro-Rata Share
Daily and PM Peak Hour Trips

Property	Address	Parcel Number	Parcel Area (sf)	Estimated Floor/Lensable Area (sf)	Variable	ITE LUC	Weekday			PM Peak Hour				
							Trips	Trip Equation or Rate	Percentage of Total Trips	Trips	Trip Equation or Rate	Percentage of Total Trips		
1	982 Thornton Place	420021049	218,235	48,514	48.5	820	4,244	$\ln(T) = 0.65 \ln(X) + 5.83$	11.61%	69,680.39	$\ln(T) = 0.67 \ln(X) + 3.31$	369	11.53%	69,209.13
2	151 Stewart Road	420021050	251,341	42,728	42.7	110	298	$\ln(T) = 0.65 \ln(X) + 5.83$	0.82%	4,892.73	0.97	41	1.28%	7,689.90
3	151 Stewart Road	420021062	842,014	187,180	187.2	820	10,207	$\ln(T) = 0.65 \ln(X) + 5.83$	27.93%	167,584.28	$\ln(T) = 0.67 \ln(X) + 3.31$	912	28.51%	171,053.45
4a	1003 Thornton Avenue	420028005	27,563	NA	8.0	944	1,348	168.56	3.69%	22,132.22	13.87	111	3.47%	20,819.01
4b	XXX Stewart Road	420028006	26,382	5,865	5.9	820	1,075	$\ln(T) = 0.65 \ln(X) + 5.83$	2.94%	17,609.96	$\ln(T) = 0.67 \ln(X) + 3.31$	90	2.81%	16,880.28
5	XX Thornton Avenue	420028007	75,011	5,560	5.6	820	1,038	$\ln(T) = 0.65 \ln(X) + 5.83$	2.84%	17,042.47	$\ln(T) = 0.67 \ln(X) + 3.31$	86	2.69%	16,130.04
6	XX Thornton Avenue	420028008	66,235	14,734	14.7	820	1,955	$\ln(T) = 0.65 \ln(X) + 5.83$	5.35%	32,098.29	$\ln(T) = 0.67 \ln(X) + 3.31$	166	5.19%	31,134.73
7	Detention Pond													
8	1371 Thornton Avenue	420028004	37,461	8,328	8.3	820	1,350	$\ln(T) = 0.65 \ln(X) + 5.83$	3.69%	22,165.06	$\ln(T) = 0.67 \ln(X) + 3.31$	113	3.53%	21,194.12
9	1263 Thornton Avenue	420028003	12,632	2,808	2.8	820	666	$\ln(T) = 0.65 \ln(X) + 5.83$	1.82%	10,934.76	$\ln(T) = 0.67 \ln(X) + 3.31$	55	1.72%	10,315.72
10	1287 Thornton Avenue	420024008	38,080	8,465	8.5	820	1,364	$\ln(T) = 0.65 \ln(X) + 5.83$	3.73%	22,394.92	$\ln(T) = 0.67 \ln(X) + 3.31$	115	3.59%	21,569.24
11	1315 Thornton Avenue	4495400750	159,013	28,732	28.7	110	200	6.97	0.55%	3,283.71	0.97	28	0.88%	5,251.64
12	1115 132nd Ave E	4495400730	150,282	25,548	25.5	110	178	6.97	0.49%	2,922.50	0.97	25	0.78%	4,688.97
22	816 132nd Ave	420024009	109,336	24,305	24.3	820	2,708	$\ln(T) = 0.65 \ln(X) + 5.83$	7.41%	44,463.47	$\ln(T) = 0.67 \ln(X) + 3.31$	232	7.25%	43,513.60
25	1250 Thornton Avenue	420024052	80,586	17,914	17.9	820	2,221	$\ln(T) = 0.65 \ln(X) + 5.83$	6.08%	36,465.63	$\ln(T) = 0.67 \ln(X) + 3.31$	189	5.91%	35,448.58
26	1350 Thornton Avenue	420024050	38,332	8,521	8.5	820	1,370	$\ln(T) = 0.65 \ln(X) + 5.83$	3.75%	22,493.43	$\ln(T) = 0.67 \ln(X) + 3.31$	115	3.59%	21,569.24
27	1248 Thornton Avenue	420024053	39,639	8,812	8.8	820	1,400	$\ln(T) = 0.65 \ln(X) + 5.83$	3.83%	22,985.99	$\ln(T) = 0.67 \ln(X) + 3.31$	118	3.69%	22,131.92
28	13014 8th St East	420024051	90,169	20,065	20.0	820	2,489	$\ln(T) = 0.65 \ln(X) + 5.83$	6.54%	39,233.95	$\ln(T) = 0.67 \ln(X) + 3.31$	204	6.38%	38,261.96
29	13014 8th St East	449540076	83,634	18,592	18.6	820	2,275	$\ln(T) = 0.65 \ln(X) + 5.83$	6.23%	37,352.23	$\ln(T) = 0.67 \ln(X) + 3.31$	194	6.06%	36,586.37
30	1334 Thornton Avenue	4495400761	122,919	20,896	20.9	110	146	6.97	0.40%	2,397.11	0.97	20	0.63%	3,751.17
31	1350 Thornton Avenue	4495400772	84,150	14,305	14.3	110	100	6.97	0.27%	1,641.86	0.97	14	0.44%	2,625.82
32	1366 Thornton Avenue	4495400773	9,900	1,683	1.7	110	12	6.97	0.03%	197.02	0.97	2	0.06%	375.12
							36,544			\$ 600,000.00		3,199		\$ 600,000.00

1 parcel of 10 floor/lensable of conversion factors.
0.22% for shopping centers (LUC R20) assumed gross leasable area was 21% of parcel square footage
0.17 for general light industrial (LUC L10) assumed gross floor area was 17% of parcel square footage

ITEM #	STD ITEM NO.	UNITS	ITEM	GROUP 1 TIB	UNIT COST	GROUP 1 AMOUNT
PREPARATION						
1	0001	L.S.	MOBILIZATION	0.00	\$285,000.00	\$14,250.00
2	0025	ACRE	CLEARING AND GRUBBING	0	\$3,000.00	\$0.00
3	NS1D	L.F.	ABANDONING EX. WATER LINE	0	\$1.00	\$0.00
4	NS1D	L.F.	REMOVING EX. STORM DRAINAGE LINE	0	\$6.00	\$0.00
5	0046	EACH	REMOVING DRAINAGE STRUCTURE	0	\$300.00	\$0.00
6	0050	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTION	0	\$5,000.00	\$0.00
7	0090	S.Y.	REMOVING CEMENT CONC. PAVEMENT	0	\$30.00	\$0.00
8	0120	S.Y.	REMOVING ASPHALT CONC. PAVEMENT	0	\$15.00	\$0.00
9	0170	L.F.	REMOVING GUARDRAIL	0	\$7.00	\$0.00
10	0182	EACH	REMOVING GUARDRAIL ANCHOR	0	\$300.00	\$0.00
11	0188	L.F.	REMOVING TEMPORARY PAVEMENT MARKING	450	\$1.00	\$450.00
12	0220	L.F.	REMOVING EXISTING CHAIN LINK FENCE	0	\$5.00	\$0.00
13	0260	EST	HAZARDOUS MATERIAL HANDLING AND DISPOSAL	0.5	\$5,000.00	\$2,500.00
14	0261	C.Y.	HAZARDOUS MATERIAL EXCAVATION INCL. HAUL	500	\$45.00	\$22,500.00
GRADING						
15	0310	C.Y.	ROADWAY EXCAVATION INCL. HAUL	600	\$15.00	\$9,000.00
16	0332	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL	120	\$70.00	\$2,400.00
17	0405	C.Y.	COMMON BORROW INCL. HAUL	0	\$25.00	\$0.00
18	0470	C.Y.	EMBANKMENT COMPACTON	0	\$5.00	\$0.00
DRAINAGE						
19	1063	EACH	COMBINATION INLET	1	\$400.00	\$400.00
20	1072	C.Y.	HAND PLACED RIPRAP	0	\$400.00	\$0.00
STORM SEWER						
21	3091	EACH	CATCH BASIN TYPE 1	2	\$2,000.00	\$4,000.00
22	3105	EACH	CATCH BASIN TYPE 2 48 IN. DIAM.	1	\$3,500.00	\$3,500.00
23	3109	EACH	CATCH BASIN TYPE 2 60 IN. DIAM.	0	\$5,000.00	\$0.00
24	3236	L.F.	CL. IV REINF. CONC. STORM SEWER PIPE 15 IN. DIAM.	0	\$60.00	\$0.00
25	3257	L.F.	CL. IV REINF. CONC. STORM SEWER PIPE 18 IN. DIAM.	39	\$65.00	\$2,535.00
26	3463	L.F.	CL. IV REINF. CONC. STORM SEWER PIPE 36 IN. DIAM.	0	\$125.00	\$0.00
27	3577	L.F.	SOLID WALL STORM SEWER PIPE 12 IN. DIAM.	158	\$50.00	\$7,900.00
28	3810	C.Y.	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	0	\$40.00	\$0.00
WATER LINES						
29	3837	EACH	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	0	\$3,000.00	\$0.00
30	3846	EACH	HYDRANT ASSEMBLY	0	\$5,000.00	\$0.00
31	3858	EACH	SERVICE CONNECTION 1 IN. DIAM.	0	\$1,500.00	\$0.00
32	3866	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	0	\$100.00	\$0.00
33	3869	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	0	\$125.00	\$0.00
34	6134	EACH	GATE VALVE 6 IN.	0	\$1,800.00	\$0.00
35	6160	EACH	GATE VALVE 8 IN.	0	\$2,500.00	\$0.00
36	6165	EACH	GATE VALVE 12 IN.	0	\$3,500.00	\$0.00
SURFACING						
37	5047	TON	GRAVEL BASE	6160	\$20.00	\$123,200.00
38	5095	TON	CRUSHED SURFACING BASE COURSE	330	\$25.00	\$8,250.00
39	NS1D	TON	CRUSHED SURFACING BASE COURSE FOR PRELOADING	0	\$25.00	\$0.00
40	5120	TON	CRUSHED SURFACING TOP COURSE	95	\$30.00	\$2,850.00
LIQUID ASPHALT						
41	5334	EST	ANTI-STRIPPING ADDITIVE	0.05	\$3,610.00	\$180.50
ITEM #	STD ITEM NO.	UNITS	ITEM	GROUP 1 TIB	UNIT COST	GROUP 1 AMOUNT
HOT MIX ASPHALT						
42	5703	EST	CRACK SEALING	0.05	\$5,000.00	\$250.00
43	5711	S.Y.	PLANING BITUMINOUS PAVEMENT	0	\$8.00	\$0.00
44	5717	TON	HMA FOR PRELEVELING CL. 1/2 IN. PG 64-22	740	\$75.00	\$55,500.00
45	5767	TON	HMA CL. 1/2 IN. PG 64-22	175	\$75.00	\$13,125.00
46	5769	TON	HMA CL. 1 IN. PG 64-22	0	\$65.00	\$0.00
47	5835	CALC	COMPACTION PRICE ADJUSTMENT	0.05	\$5,460.00	\$273.00
48	5873	TON	HMA FOR APPROACH CL. 1/2 IN. PG 64-22	0	\$100.00	\$0.00
EROSION CONTROL AND PLANTING						
49	6373	L.F.	SILT FENCE	300	\$6.00	\$1,800.00
50	6403	DAY	ESC LEAD	1	\$150.00	\$150.00
51	6414	ACRE	SEEDING, FERTILIZING, AND MULCHING	0.05	\$5,000.00	\$250.00
52	6471	EACH	INLET PROTECTION	0	\$200.00	\$0.00
53	6490	EST	EROSION/WATER POLLUTION CONTROL	0.05	\$5,000.00	\$250.00
TRAFFIC						
54	6700	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER	280	\$25.00	\$7,000.00
55	6751	L.F.	BEAM GUARDRAIL TYPE 1	0	\$30.00	\$0.00
56	6771	EACH	BEAM GUARDRAIL ANCHOR TYPE 1	0	\$800.00	\$0.00
57	6781	L.F.	TEMPORARY CONC. BARRIER	0	\$20.00	\$0.00
58	6807	L.F.	PLASTIC LINE	450	\$2.00	\$900.00
59	6816	L.F.	PLASTIC WIDE LINE	0	\$3.00	\$0.00
60	6826	L.F.	PLASTIC WIDE LANE LINE	0	\$3.00	\$0.00
61	6833	EACH	PLASTIC TRAFFIC ARROW	1	\$150.00	\$150.00
62	6857	S.F.	PLASTIC CROSSWALK LINE	160	\$5.00	\$800.00
63	6859	L.F.	PLASTIC STOP LINE	25	\$10.00	\$250.00
64	6871	EACH	PLASTIC TRAFFIC LETTER	0	\$75.00	\$0.00
65	6888	L.F.	TEMPORARY PAVEMENT MARKING	450	\$0.50	\$225.00
66	6890	L.S.	PERMANENT SIGNING	0.05	\$600.00	\$30.00
67	6912	L.S.	TRAFFIC SIGNAL SYSTEM	1	\$275,000.00	\$275,000.00
68	6974	L.S.	TRAFFIC CONTROL SUPERVISOR	0.05	\$23,100.00	\$1,155.00
69	6980	HR	FLAGGERS AND SPOTTERS	30	\$45.00	\$1,350.00
70	6982	S.F.	CONSTRUCTION SIGNS CLASS A	0	\$25.00	\$0.00
71	6993	HR	PORTABLE CHANGEABLE MESSAGE SIGN	0	\$5.00	\$0.00
OTHER ITEMS						
72	3080	EACH	ADJUST MANHOLE	0	\$60.00	\$0.00
73	3100	EACH	ADJUST CATCH BASIN	0	\$500.00	\$0.00
74	NS1D	EACH	REL. OCATE JUNCTION BOX	0	\$350.00	\$0.00
75	7006	C.Y.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	300	\$16.00	\$4,800.00
76	7008	S.F.	SHORING OR EXTRA EXCAVATION CLASS B	0	\$2.00	\$0.00
77	7012	C.Y.	GRAVEL BACKFILL FOR FOUNDATION CLASS B	790	\$40.00	\$31,600.00
78	7018	MGAL	WATER	2	\$30.00	\$60.00
79	7055	S.Y.	CEMENT CONC. SIDEWALK	60	\$40.00	\$2,400.00
80	7058	EACH	CEMENT CONC. SIDEWALK RAMP TYPE PB	0	\$1,500.00	\$0.00
81	7059	S.Y.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	36	\$50.00	\$1,800.00
82	7063	L.F.	CHAIN LINK FENCE TYPE 3	0	\$20.00	\$0.00
83	7098	EACH	COATED END GATE CORNER PULLPOST FOR CHAIN LINK FENCE	0	\$300.00	\$0.00
84	7380	EACH	ADJUST MONUMENT CASE AND COVER	0	\$400.00	\$0.00
85	7480	EST	ROADSIDE CLEANUP	0.05	\$5,000.00	\$250.00
86	7490	L.S.	TRIMMING AND CLEANUP	0.05	\$5,000.00	\$250.00
87	7500	L.S.	FIELD OFFICE BUILDING	0.05	\$5,000.00	\$250.00
88	7530	S.Y.	CONSTRUCTION GEOTEXTILE FOR SEPARATION	0	\$2.00	\$0.00
89	7736	L.S.	SPCC PLAN	0.05	\$7,000.00	\$350.00
90	9605	EACH	CONNECTION TO DRAINAGE STRUCTURE	1	\$500.00	\$500.00
					GROUP SUBTOTAL	\$805,458.50
					GROUP SALES TAX (9.3%)	\$0.00
					GROUP TOTAL	\$805,458.50
					CONST. ENGINEERING CONTINGENCIES (10%)	\$60,545.85
					CONST. CONTINGENCIES (15%)	\$90,818.78
					GROUP CONSTRUCTION TOTAL	\$756,623.13



Agenda Bill No. 14-055

TO: Mayor Guier and City Council Members
FROM: Paula Wiech, Planner
MEETING DATE: April 14, 2014
SUBJECT: Ordinance 2014-1860 "Findings" for Interim Zoning Ordinance

ATTACHMENTS: Ordinance No. 2014-1860, Adopting "Findings of Fact" for Interim Zoning Ordinance 14-1855

Ordinance No. 14-1855, Interim Zoning Ordinance relating to Medical and Recreational Marijuana uses

SEPA No. 14-001 Determination of Non Significance regarding Ordinance 14-1855

Previous Council Review Date: March 10, 2014, March 17, 2014

Summary: Interim zoning Ordinance No. 14-1855, relating to the recreational and medical use of Marijuana, was adopted by Pacific City Council on February 3, 2014.

Section 6 (page 13), specifies that the City Council hold a public hearing within 60 days of adoption. The hearing was held on March 10th. Section 6 further states: "During the next Council meeting immediately following (the public hearing), 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." Proposed Ordinance No. 2014-1860 was created to fulfill that obligation.

Attorney Carol Morris, the author of interim zoning Ordinance No. 14-1855, also directed staff to perform SEPA review of the interim zoning ordinance. This was done, and a Determination of Non Significance (DNS) was issued on March 3, 2014 and posted. The final day for comment is March 21, 2014. This DNS will become final on March 28, 2014, unless modified by the Lead Agency (Pacific) based on comments and information received.

Ordinance No. 2014-1860 was drafted by City Staff for review by Attorney Morris prior to Council consideration. The approved ordinance shall also be forwarded to the Washington State Department of Commerce for their 60-day developmental regulation review.

Recommendation/Action: City Council should vote to continue the interim zoning ordinance for its six-month duration, beginning February 3, 2014, and to adopt Ordinance No. 2014-1860, the "findings of fact" on the subject of interim zoning Ordinance No. 14-1855, to justify its continuation.

AGENDA ITEM NO. 7C

Motion for Consideration: Motion to continue the interim zoning ordinance for its six-month duration, beginning February 3, 2014, and to adopt Ordinance No. 2014-1860, the “findings of fact” on the subject of interim zoning Ordinance No. 14-1855 to justify its continued imposition.

Budget Impact: ?

Alternatives: One alternative would be for Council to suggest amendments to the findings of fact that the Council believes more accurately reflect the basis for their decision to continue the interim zoning ordinance. Another alternative would be for the Council to vote to repeal the interim zoning ordinance.

**CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2014-1860**

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, ADOPTING FINDINGS OF FACT REGARDING ORDINANCE NO. 14-1855, RELATING TO THE RECREATIONAL AND MEDICAL USE OF MARIJUANA AND 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, WHICH INCLUDES A PROHIBITION ON THE SUBMISSION OF BUSINESS LICENSE APPLICATIONS FOR SUCH USES.

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, the City performed SEPA, issuing a Determination of Nonsignificance that became final on March 28, 2014 without receiving any comments; 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 provided that a public hearing is held within at least sixty days of its adoption; and

WHEREAS, the City Council held a public hearing on the subject of Interim Zoning Ordinance No. 14-1855 on March 10, 2014; 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

NOW, THEREFORE,

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

Section 1: Findings. The Council adopts all of the “whereas” sections of interim zoning Ordinance No. 14-1855 as findings to support this interim zoning ordinance, including 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 the interim zoning 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 2. Interim Ordinance Adopted. Interim Ordinance No. 14-1855 was adopted on February 3, 2014 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 4 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 began upon adoption of this ordinance and is expected to take 4 months.

C. Await the Legislature's adoption of any new legislation on the subject of marijuana uses in Washington. The Council continues to monitor 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.

Section 3. Effect of Interim Zoning Ordinance. The City Council imposed 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 that Ordinance. All such development permit and business license applications shall be rejected and returned to the applicant.

Section 4. Duration of Interim Zoning Ordinance. Interim zoning ordinance No. 14-1855 commenced on the effective date of February 3, 2014. The City held a public hearing on the interim zoning ordinance, conducted SEPA review and issued a Determination of Nonsignificance which became final March 28, 2014 with no comments from the public. The City Council therefore adopts the findings and conclusions of the interim zoning ordinance (as contemplated by Section 5 herein) through Ordinance No. 2014-1860. 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 interim zoning ordinance by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. Public Hearing on Interim Zoning. Pursuant to RCW 36.70A.390 and RCW 35.63.200, the City Council held a public hearing on this interim zoning ordinance within sixty (60) days of its adoption. This hearing was held on March 10, 2014. As specified by the interim zoning ordinance, the City Council now adopts findings of fact on the subject of this interim zoning ordinance that justify its continued imposition.

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

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

Section 8. Effective Date. This Ordinance shall take effect and be in full force and effect upon Washington State Department of Commerce review and approval, as provided by law.

PASSED by the City Council of Pacific this 14th day of April, 2014.

Leanne Guier, Mayor

AUTHENTICATED:

Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:

Kenyon Luce, City Attorney

PUBLISHED: April 18, 2014

EFFECTIVE DATE: April 23, 2014

**CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2014-1855**

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 a moratorium on medical 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;

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

(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.

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 identocard, 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 4 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 4 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 April 3, 2014. The Council hereby schedules this hearing for March 10, 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. 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.² 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 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.

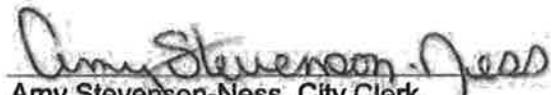
Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage, having received the vote of a majority plus one of the entire Council.

² RCW 35A.12.130 for code cities.

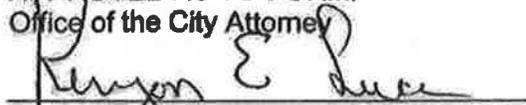
PASSED by the City Council of Pacific this 3rd day of February, 2014.


Leanne Guier, Mayor

AUTHENTICATED:


Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:

Office of the City Attorney

Kenyon Luce, City Attorney

PUBLISHED:
EFFECTIVE DATE:



Dept. of Community Development & Public Works
100 3rd Ave. S.E.
Pacific, WA 98047
(253) 929-1110

NOTICE OF SEPA DETERMINATION
SEPA-14-001: RECREATIONAL AND MEDICAL USE OF MARIJUANA

THE PROPOSAL:

The City of Pacific (Pacific) has adopted Interim Zoning Ordinance No. 14-1855:

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.

The full text of Ordinance No. 14-1855 is available on the City of Pacific website, or by contacting Pacific City Clerk, Amy Stevenson-Ness.

Lead Agency: City of Pacific

Case Number: SEPA-14-001

SEPA DETERMINATION OF NON SIGNIFICANCE:

The Lead Agency for this proposal has determined that this project does not have a probable significant adverse impact on the environment as conditioned. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a complete environmental checklist and other information on file with the lead agency. The information is available to the public upon request. This Determination of Non-significance is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 calendar days from the date of publication.

PUBLIC HEARING:

The Pacific City Council will hold a public hearing regarding Ordinance No. 14-1855 on March 10, 2014.

COMMENT/APPEAL PERIOD:

Any interested person may comment on the issuance of the Mitigated Determination of Non-significance (MDNS) no later than 5:00 PM, March 21, 2014. Following the close of the comment period, the proposed MDNS becomes final on March 28, 2014 unless modified by the Lead Agency based on comments and information received. You may submit written comments to the undersigned prior to the date stated above. Appeal of the Determination may be made by submitting a notice of appeal, together with the grounds for the appeal and \$1,000 appeal fee to the City.



Lisa Klein, Interim SEPA Official

City of Pacific

100 3rd Ave. S.E.

Pacific, WA 98047 (253) 929-1110

March 3, 2014

Date

SEPA 14-001 DNS Notice



Agenda Bill No. 14-057

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, Finance Director

MEETING DATE: April 14, 2014

SUBJECT: Resolution to approve the continuing Interlocal Agreement between the City of Pacific and the City of Auburn for Information Services Technology.

ATTACHMENTS: Resolution 2014-134
Proposed Interlocal Agreement for Information Services Technology

Previous Council Review Date: N/A

Summary: In September 2011, the City entered into an Interlocal Agreement with the City of Auburn for Information Services Technology. The initial ILA provided for two one-year contract extensions. Then in 2013 an amendment to the ILA was passed by Council which allows for the ILA to be extended through December 31, 2013, and provides for one additional extension. This ILA has been reviewed by the Technology Committee over two committee meetings on February 13, 2014 and March 24, 2014. Auburn City staff attended both of those meetings to answer questions and comments. This agreement must still be approved by the Auburn City Council as well.

Recommendation/Action: Staff recommends the Council approve the proposed ILA.

Motion for Consideration: I move to approve Resolution number 2014-134 allowing the Mayor to execute the (continuing) Interlocal Agreement between the City of Pacific and the City of Auburn for Information Services Technology.

Budget Impact: This has been budgeted for in the preparation of the 2014 budget. Should there be any increases, they will be adjusted for in the amended budget during 2014.

Alternatives:

AGENDA ITEM NO. 7D

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-134**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL
AGREEMENT BETWEEN THE CITY OF PACIFIC AND THE CITY OF AUBURN FOR
INFORMATION SERVICES TECHNOLOGY**

WHEREAS, in September 2011, the City Council entered into an Interlocal agreement with the City of Auburn for Information Technology (IT) services, providing for two one-year contract extensions; and

WHEREAS, in 2013 an amendment to the ILA was passed by Council which allows for the ILA to be extended through December 31, 2013, and provides for one additional extension; and

WHEREAS, the Technology Committee reviewed and amended the proposed updated Interlocal Agreement (ILA) and held discussion with City of Pacific and City of Auburn staff; and

WHEREAS, the Technology Committee directed City of Pacific staff to bring this ILA before the City Council; and

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

Section 1. Authorize the Mayor to execute the new Interlocal Agreement for Information Technology Services with the City of Auburn for a 36 month period (from January 1, 2014).

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

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON April 14, 2014.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Kenyon Luce, City Attorney

**CITY OF AUBURN – CITY OF PACIFIC
INTERLOCAL AGREEMENT FOR
INFORMATION SERVICES TECHNOLOGY**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of _____, 2014, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as “Auburn”), and the CITY OF PACIFIC, a municipal corporation of the State of Washington (hereinafter referred to as “Pacific”),

RECITALS:

1. Pacific seeks professional information technology (“IT”) services; and
2. Auburn has the requisite skills, resources and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties agree as follows:

1. SCOPE OF SERVICES

Auburn agrees to perform for Pacific, in a good and professional manner the tasks specific to support the City of Pacific described on Exhibit A which is attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a “task,” and collectively referred to as the “services.”) Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Pacific. Auburn shall perform the services described in Exhibit A which is attached hereto and by this reference made a part of this Agreement.

2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Pacific or reduction in services are necessary beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Auburn has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Auburn’s performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where

the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Pacific and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Auburn's performance of the requested services. Auburn hereby agrees that it shall perform such services upon the request of an authorized representative of Pacific at a rate of compensation to be mutually negotiated in connection therewith. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

4. PACIFIC'S RESPONSIBILITIES

Pacific shall do the following in a timely manner so as not to delay the services of Auburn:

- a. Designate in writing a person to act as Pacific's representative with respect to the services described in Exhibit A. Pacific's designee shall have complete authority to transmit instructions, receive information, interpret and define Pacific's policies and decisions with respect to the services, except in the event of an emergency as described in Exhibit A.
- b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services provided for herein.
- c. Arrange for access to the property or facilities as required for Auburn to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn and render decisions regarding such documents in a timely manner to prevent delay of the services, including passwords, facility access and data systems to which Pacific is requesting support. Auburn shall use "remote access" technology to support Pacific systems where possible to limit onsite costs. Such examples include Firewall, router, computer, Domain controller, active directory, Law enforcement support items and secured/encrypted access to systems designated by Pacific to be supported by Auburn.
- f. Pacific must complete, and authorize necessary state documents related to "Agency Authorization" designating City of Auburn as "IT Technical contact" and complete a "Management Control Agreement" filed with WSP that will allow Auburn IT staff to work with CJIS and ACCESS information including SSID, Mnemonics

and ORI information to support the system.

5. ACCEPTABLE STANDARDS

Auburn shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and professional standard acceptable to Pacific.

6. COMPENSATION

Compensation for Auburn's performance of the services provided for herein are attached as Exhibit B. Annual sum shall be increased January 1, 2015 with advance notice given to Pacific, and each January 1 thereafter, by an amount equal to 2% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - U whichever is less for the term of this Agreement.

Auburn shall submit to Pacific a monthly invoice including a report of documented IT helpdesk requests for support during invoice month. Pacific shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Auburn thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The initial term of this agreement shall be thirty-six (36) months and may be extended thereafter by written agreement of the Parties 60 days prior to term end. It is provided, however, that either party may cancel this Agreement upon sixty (60) days written notice to the other party.

8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Pacific, and may be used by Pacific for any purpose beneficial to Pacific. Public records requests shall be the responsibility of Pacific; however Auburn may assist at Pacific request at hourly rates provided under exhibit B for onsite support.

9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by Pacific for a period of up to three (3)

years from the final payment for work performed under this Agreement.

10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if Pacific fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Ron Tiedeman, Innovation & Technology Director or designee on behalf of Auburn, and by Richard Gould, Finance Director or designee on behalf of Pacific. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN
Innovation & Technology
Ron Tiedeman
25 W Main St
Auburn, WA 98001-4998
Phone: 253-288-3160
Fax: 253-804-3116
E-mail: rtiedeman@auburnwa.gov

CITY OF PACIFIC
Finance Director
Richard Gould
100 3rd Ave SE
Pacific, WA 98047
(253) 929-1117
rgould@ci.pacific.wa.us

12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

13. INSURANCE

Pacific shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Pacific's membership in a municipal self-insurance pool, including evidence of limits of coverage's,

exclusions and limits of liability satisfactory to Auburn.

Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverage's, exclusions and limits of liability satisfactory to Pacific.

14. INDEMNIFICATION

a. Pacific shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold Pacific and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Pacific, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees and/or officers from any claims arising from the sole negligence of Pacific, its agents, employees, and/or officers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

15. WAIVER OF SUBROGATION

Pacific and Auburn hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect

of invalidating any insurance coverage of Pacific or Auburn.

16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

20. MISCELLANEOUS

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
- d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal

corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Semi-annual operational review and service meetings shall be held with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

i. Copies of this Agreement shall be listed by the parties on their websites as provided for in RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN

CITY OF Pacific

Nancy Backus
Auburn Mayor

Leanne Guier
Pacific Mayor

Attest:

Attest:

Danielle Daskam,
Auburn City Clerk

Amy Stevenson-Ness,
Pacific City Clerk

Approved as to form:

Approved as to form:

Daniel B. Heid
Auburn City Attorney

Print Name: _____
Title: _____

DRAFT

SCOPE OF SERVICES

Services Provided:

- Onsite Auburn IT Staff Presence: Auburn primary support function will be via remote access and administration with primary contact and support provided through email: helpdesk@auburnwa.gov and phone support. Remote login and various types of technical configuration management will be utilized to minimize onsite and travel charges. Auburn IT staff will respond onsite to all technical matters not repairable remotely, and will attempt to respond to non-critical items in multiples to minimize trips where possible.
- General network and desktop support
- Limited GIS and Mapping Services shall be provided on a per project basis, with printing costs the responsibility of Pacific based on current Auburn rate schedules.
- Maintenance and management of Servers and “back-end” equipment to include:
 - Telephones, sound equipment, servers, network equipment (routers, firewalls, switches)
 - Server administration, including user setup, access, email and help desk functionality
 - TV21 support and coordination as allowed per Pacific Franchise
- Public Meetings: (set-up and attendance when necessary)
- Purchasing: Recommendations, quotes, vendor discussions. Purchasing, purchase orders and requisitions will be the responsibility of Pacific.
 - Pacific can be added to certain City of Auburn software and hardware agreements to receive similar cost savings where applicable. Such areas including Microsoft volume licensing, Spillman, Sharepoint, Antivirus protection, Netmotion and others.
- Web Services – Optional item per Exhibit B
 - Website hosting and support
 - Training and consulting
 - Website monitoring and limited reporting
 - Website design recommendations and future planning
- Backup operations, offsite storage and disaster recovery
 - Auburn will evaluate current backup and disaster contingency plans and make recommendations. Typically this includes weekly offsite storage which is paid for by customer, and daily incremental and differential backups. While Auburn is already managing these operations, at Pacific’s request, Auburn can provide an evaluation of alternative backup solutions.
 - Disaster recovery may result in an addition of services, or evaluation and recommendation to enhance business continuity and operations based on current procedures.
- Application and software end user support
- Vendor coordination and management as needed
- Workstation setup and operating system, and software patch management
- Technical recommendations including:
 - Long and short term strategic planning

- Disaster recovery and business continuity planning
- Technology budget recommendations and planning
- Audit documentation and assistance with CJIS and WCIA annual audits

Requesting support:

All requests for service should be emailed to helpdesk@auburnwa.gov. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution. Persons authorized to request support on a non-emergency basis are City of Pacific employees or their designee.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm, we will try to respond within 30 minutes. During high call volumes, we will assist you as soon as possible.

With authorization of Pacific Mayor, Finance Director, City Clerk or Police Chief, support outside regular business hours will be provided on an emergency basis. If you need an immediate response during off hours or there is an emergency situation and have the appropriate authorization, please email helpdesk@auburnwa.gov with the name of authorizing person and nature of issue or call 253-876-1947. Your issue will be forwarded to the on-call technician for resolution.

Service Limitations:

- City of Auburn will assist and provide recommendations on network security but security remains the responsibility of City of Pacific.
- City of Auburn will document, and present information relevant to technical audits however compliance will be the responsibility of Pacific, including CJIS and ACCESS Audits.
- City of Auburn will assist and provide installation and recommendations on hardware and software purchases. All hardware and software purchases are the responsibility of City of Pacific.

Additional Services:

City of Auburn may provide additional services, or alter existing services through the appropriate approval process and addendum.

Additional services include but are not limited to:

GIS Services

Licensing Support:

- Netmotion (Billed Separately at cost)
- Spillman (Billed Separately at cost)

Web Application and Design Services
Publishing and Design Services
Multimedia/Film Services

Billing:

All service will be billed monthly according to Attachment B. Services that are billed on an hourly basis will include a brief description of the service and the department where the service was performed. Monthly charges for service are based on an estimated 400 helpdesk requests annually. In the event annual helpdesk requests exceed 400 tickets, City of Pacific agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

DRAFT

**EXHIBIT B
COST OF SERVICES**

Support Function	Operating Hours	Billing rate	Monthly cost
As outlined in Exhibit A	M - F, 7 a.m. - 5 p.m. excluding holidays	\$3060.00 / month effective April 1, 2014 and monthly thereafter	\$3060.00
Network and desktop repair and maintenance that require onsite support.	M - F, 7 a.m. - 5 p.m. excluding holidays	Included. Mileage billed separately and based on IRS standard mileage rates	Per hour as required
Website and FTP Hosting -Site transfer and domain monitoring -Data backup and restore -5 GB server space (1/4 GB current size) -10 GB FTP Storage and Access -User administration and security -Photo/ document upload support -Reports– Page "hits" (Google analytics)	M - F, 7 a.m. - 5 p.m. excluding holidays	Based on up to 60 pages. Current page count 50.	\$190.00
Web programming and consulting - 3 hours included at transition -Static Template design changes -Online forms, drop down boxes, static boxes, color changes affecting site template.	M - F, 7 a.m. - 5 p.m. excluding holidays	\$150.00 / hour Billed in 15 minute increments	N/A
All support responses by City of Auburn technical support staff. Note: COA technical support staff will not respond without authorization from City of Pacific Mayor, Police Chief or Finance Director	Non business hours, afterhours, emergency response	\$120.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate	Per incident as required
Netmotion Client Software	Billed Annually	\$31.00/ 20 Clients	\$620.00
Spillman (Police Software Support)	Billed Annually	N/A	N/A
Virus Protection Software	N/A	Included – 48 Clients	Included



Agenda Bill No 14-058

TO: Mayor Guier and City Council Members

FROM: John Calkins

MEETING DATE: April 14, 2014

SUBJECT: Lease Agreement with VRFA

ATTACHMENTS: Resolution No. 2014-135
6 pages of the "Lease Agreement for the Use of City Owned Property"

Previous Council Review Date: None

Summary: Since the inception of the VRFA, the only agreements that were followed were through the approval of John Calkins and A/C Mike Gerber. We followed oral agreements that were made between us until now. The agreements are in this document for future decisions.

Recommendation/Action: Allow the Mayor to sign the agreement.

Motion for Consideration: Make a motion to allow Mayor Guier to sign this document.

Budget Impact: None

Alternatives: Continue with no written agreement in place.

AGENDA ITEM NO. 7E

**City of Pacific
Washington**

RESOLUTION NO. 2014-135

**RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON AUTHORIZING THE
MAYOR SO SIGN AN AGREEMENT WITH THE VALLEY REGIONAL FIRE
AUTHORITY FOR THE USE OF CITY OWNED PROPERTY.**

WHEREAS, the City of Pacific and the Valley Regional Fire Authority have operated on verbal agreements only since the inception of the VRFA, and

WHEREAS, the use of the City of Pacific Public Safety Building is shared with the VRFA, as are associated costs per the Agreement, and

WHEREAS, this agreement will afford the City of Pacific Officials and the VRFA Governance Board members a document to refer to should a conflict arise.

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

Section 1. The Pacific City Council authorizes Mayor Guier to sign the agreement between the City of Pacific and the Valley Regional Fire Authority, attached hereto as Exhibit A.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
14TH DAY OF APRIL, 2014.**

City of Pacific

Attest:

Leanne Guier, Mayor

Amy Stevenson-Ness, City Clerk

Approved to as form:

Kenyon Luce, City Attorney

LEASE AGREEMENT FOR THE USE OF CITY OWNED PROPERTY

THIS LEASE AGREEMENT (Agreement) is entered into pursuant to RCW Chapter 39.34, by and between VALLEY REGIONAL FIRE AUTHORITY (VRFA), a Washington municipal corporation, in the State of Washington, and the CITY OF PACIFIC (City), A Washington Municipal Corporation, this _____ day of _____, 2014.

Whereas the citizens of the City and within the VRFA want to improve the efficiency and effectiveness of their fire suppression and protection services and emergency medical response services through a regional delivery system, and

Whereas, the City owns the building at 133 3rd Avenue SE, known as the Pacific Public Safety Building, and currently allocates a portion of the premises for use by the VRFA as Fire Station 38, and

Whereas the VRFA has a continuing need of the land and building to operate a fire station, and

Whereas, there was strong support for the creation of the VRFA from the citizens of the City, and

Whereas, the City Council of the City desires to continue with the mutually beneficial support of the community and the VRFA,

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the City and the VRFA hereto agree as follows:

1. **Use of Fire Station #38.** The City hereby offers the use of the Fire Station area of the Public Safety building to the VRFA for the purpose of housing the necessary personnel, apparatus and equipment to provide fire, rescue and emergency medical services to the City and the nearby area.
2. **Term.** The VRFA will have use of the Fire Station for the purposes stated in #1 above indefinitely. If the Fire Station is no longer being utilized for the stated purpose the lease will convert to a month to month lease with either party providing the other party with 180 days advance notice of cancellation.

3. **Lease Payments.** The VRFA will pay ONE and NO/100THS DOLLAR(S) annually to the City.

4. **Entry by the City.** The City shall have the right at reasonable times in non-emergency situations to enter the Fire Station to inspect the premises.

5. **Maintenance, Cleaning, Repair and Utilities.** The VRFA shall maintain the Fire Station in good repair and tenantable condition during the term of this lease. The VRFA shall make all repairs and replacements, whether structural or non-structural, necessary to keep the Fire Station safe and in good working condition, including all utilities, building and other systems serving only the Fire Station portion of the Public Safety Building.

The VRFA will provide up to 50% of the cost of repairs and replacements, whether structural or non-structural, including utilities, building and other systems that jointly serve the Fire Station area and other portions of the building occupied by Pacific Public Safety as mutually agreed by both parties.

The City will notify the VRFA of any pending repair or replacement, whether structural or non-structural, including building or other systems prior to the work being completed unless the work is being completed as a result of an emergency, in which case the VRFA will be notified as soon as possible. Non-emergency work exceeding ONE THOUSAND AND NO/100ths DOLLARS in cost to the VRFA will require the written agreement of the VRFA before the work is commenced.

The City shall pay when due the costs of natural gas, heat, light, power, sewer service, water, refuse disposal and other utilities provided to the Public Safety Building. The VRFA shall reimburse the City fifty percent (50%) of the costs of such utilities and services to the Public Safety Building within sixty (60) days after receipt of the City's invoice therefore, which shall be accompanied by copies of the underlying billings from the providers. The City shall render such invoices regularly and, in any case, not less frequently than once every three months.

6. **Insurance.** The VRFA shall procure and maintain for the duration of the lease, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the VRFA's operations and use of the Fire Station. As of the date that VRFA executes this Lease, VRFA represents and warrants to the City that (a) Tenant is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of numerous municipal corporations in the State of Washington, and (b) WCIA has at least \$2,000,000 per occurrence of liability coverage in its self-insured layer that is applicable in the event an

incident occurs that is deemed attributed to the negligence of a member. Property insurance shall be written covering the full value of the Fire Station portion of the building including City property and improvements with no coinsurance provisions. The VRFA shall be responsible for maintaining, during the term of this Lease and at its sole cost and expense, the types of insurance coverage's and in the amounts determined by the City as necessary to adequately protect the Lease premises and the liabilities connected with the Lease, and such other insurance as may be required by law. Such coverage shall include full replacement cost for the Fire Station portion of the property and other personal property subject to the Lease, including coverage for earthquakes, to the extent consistent with the VRFA's Insurance Coverage through WCIA.

7. **Indemnification.** The VRFA shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, including attorney fees, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the VRFA's performance or failure to perform any aspect of this agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the VRFA; and provided further, that nothing herein shall require the VRFA to hold harmless or defend the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **Waiver of Subrogation.** The VRFA and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under property insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the state of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the VRFA or the City.

9. **Compliance with Regulations and Laws.** The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

10. **Assignment.** The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

11. **Attorneys' Fees.** If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other

party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

12. **Notices.** All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the VRFA

Valley Regional Fire Authority
1101 D Street NE
Auburn, WA 98002
Attn: Eric Robertson, Administrator
Phone: (253) 288-5800

To the City

City of Pacific
100 3rd Avenue SE
Pacific, WA 98047
Attn: Leanne Guier, Mayor
Phone: (253) 929-1108

Or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day following the next day of delivery, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

13. **Nondiscrimination.** Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with all pertinent statutes, laws, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of any defined protected class including: race, creed, color, national origin, sex, sexual orientation, religion, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

14. **Miscellaneous.** All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto. This agreement shall be deemed to be made and construed in accordance with the laws of the state of Washington jurisdiction and venue for any action rising out of this Agreement shall be in the county in Washington State in which the property or project is located, and if not site specific, then in King County, Washington.

The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this agreement.

Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Unless a joint oversight board and administration board is created as provided herein, the oversight and administration of this Agreement shall be by the respective named representatives identified in Section 12 hereof, or their designees.

15. **Compliance with Laws; Hazardous Substances.** The VRFA shall, at its cost, obtain all permits, licenses, and approvals necessary or appropriate for the conduct of its business as herein specified. VRFA shall not use the Fire Station nor shall the Fire Station be used, in whole or in part, during any portion of the Term for any purpose or use in violation of, and VRFA shall comply with, any and all, present and/or future laws, ordinances, regulations or rules of any public authority, including but not limited to the Americans with Disabilities Act and any similar federal or state laws relating to the manner and use of the Fire Station.

Except for small quantities stored and used in accordance with applicable law, VRFA shall not keep within, on or around the Fire Station for use, disposal, treatment, generation, storage, or sale any substances designated as, a hazardous, dangerous, toxic material, or substance or any material or substance that is subject to regulation under any local, state or federal law, statute, ordinance, regulation pertaining to health, hygiene, safety or the environment or substance that is otherwise subject to such regulation as hazardous, dangerous, toxic or harmful (collectively "Hazardous Substances"). VRFA shall be solely responsible for and shall defend, indemnify and hold the City and any successors-in-interest to the City, including any lender of the City and their respective agents and employees harmless from all claims, costs, damages, damage, liabilities, including attorneys' fees and costs, arising out of or in connection with the VRFA's breach of its obligations contained in this paragraph or arising out of or in connection with removal, clean-up or restoration deemed reasonably necessary by any governmental entity or the City to remove, clean-up or restore any portions of the Fire Station as the result of

Hazardous Substances used, disposed, treated, generated or stored by the VRFA. VRFA's obligations under this paragraph shall survive expiration and termination of this Lease.

16. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

17. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the City shall have the right to terminate the Agreement.

18. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

19. Copies of this Agreement shall be filed with the Auditor's office of the county in Washington State in which the property or project is located, the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Valley Regional Fire Authority

City of Pacific



Eric E. Robertson, Administrator

Leanne Guier, Mayor

Approved as to form:



Attorney for the VRFA

Attorney for the City



Agenda Bill No. 14-059

TO: Mayor Guier and City Council Members
FROM: Ken Barnett
MEETING DATE: 4-14-14
SUBJECT: Land Use Attorney Agreement with Carol Morris, Morris Law, PC

ATTACHMENTS: **Resolution 2014-136 Agreement**

Previous Council Review Date: none

Summary: The City has a need for a land use attorney to review city ordinance and code enforcement issues,

Recommendation/Action: Authorize the Mayor to Sign the agreement with Carol Morris.

Motion for Consideration: Move to approve Resolution 2014-136 authorizing the Mayor to sign an agreement with Carol Morris, Morris Law, PC, for land use attorney services for a maximum of \$10,000.

Budget Impact: Up to \$10,000

Alternatives: none

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-136

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH CAROL MORRIS LAW FIRM LLC**

WHEREAS, it is necessary for the City to hire a land use Attorney for ordinance and code enforcement review; and

WHEREAS, the City Staff recommends that the City hire Carol Morris of Morris Law, P.C., based on her knowledge of land use and municipal law;

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

Section 1. The City Council authorizes the Mayor to execute a contract with Carol Morris of Morris Law, P.C., attached hereto as Exhibit A.

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

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON
THE 14TH DAY OF APRIL 2014.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form

Kenyon Luce, City Attorney



Agenda Bill No. 14-061

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 14, 2014
SUBJECT: Public Hearing for revisions to the City of Pacific Parking Code

ATTACHMENTS: Resolution 2014-137

Previous Council Review Date: April 7, 2014

Summary: The current City Code prohibits the use of pervious parking. The NPDES II permit issue to the City by the Department of Ecology requires the City to encourage low impact development (LID) stormwater systems. Pervious parking is an opportunity to meet the LID requirements. Therefore, the City needs to evaluate revisions to the Code. Revisions to code impacting development standards requires a Public Hearing.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-137.

Motion for Consideration: Move to approve Resolution No. 2014-137, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON APRIL 28, 2014 AT 6:30 PM IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON THE REVISIONS TO PACIFIC MUNICIPAL CODE 20.72.050(F).

Budget Impact: The cost to have the public hearing is the cost of public notification, approximately \$300.

Alternatives: The Public Hearing is required to revise code pertaining to development requirements.

AGENDA ITEM NO. 7G

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-137

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON APRIL 28, 2014 AT 6:30 PM IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON THE REVISIONS TO PACIFIC MUNICIPAL CODE 20.72.050(F).

WHEREAS, the City of Pacific Municipal Code 20.72.050(F) states “all public and private parking areas, except those in conjunction with a single-family dwelling or a duplex on a single lot, shall be hard-surfaced with a minimum of two inches of asphalt concrete over four inches of crushed rock and six inches base material”; and

WHEREAS, the City of Pacific has been issued an NPDES permit from the Department of Ecology which requires encouragement of the use of pervious surfacing; and

WHEREAS, a public hearing must be held prior to the revision of PMC impacting development regulations.

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

Section 1. That said revisions to Pacific Municipal Code shall be presented for hearing and determination on Monday, April 28, 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 14th day of March, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY



Agenda Bill No. 14-062

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 14, 2014
SUBJECT: Gordon Property Purchase

ATTACHMENTS: Resolution 2014-138
Draft Purchase and Sale Agreement
Color Coded map of subject property

Previous Council Review Date: None

Summary: This property abuts Stewart Road and is required for the project to complete the construction of the additional lanes required to meet the traffic needs of the corridor. The property owner and the City are in agreement on the area of land required and the purchase price. Without the property, the City would need to abandon plans for widening Stewart Road.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-138.

Motion for Consideration: Move to approve Resolution No. 2014-138, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE PURCHASE OF PROPERTY FROM GORDON PACIFIC, LLC AND L&V GORDON, LLC FOR CONSTRUCTION OF STEWART ROAD AND THE INTERURBAN TRAIL.

Budget Impact: The cost to complete the purchase of this property is approximately \$500,000, with 85% coming from the TIB Grants and the Balance coming from City funds.

Alternatives: Failure to purchase this property at this time will stop progress on the Stewart Road project. Potentially ending the project.

AGENDA ITEM NO. 7H

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2014-138**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE PURCHASE OF PROPERTY FROM GORDON PACIFIC, LLC AND L&V PROPERTIES, LLC FOR CONSTRUCTION OF STEWART ROAD AND THE INTERURBAN TRAIL.

WHEREAS, the City of Pacific ("the City") desires to purchase portions of certain parcels of property located at 151 and 227 Stewart Road SW; and

WHEREAS, the owners of the properties, Gordon Pacific, LLC and L&V Properties, LLC have agreed to sell the property to the City below the appraised value of \$1,300,000 for the reduced price of \$500,000; and

WHEREAS, it is in the best interests of the stakeholders of the City of Pacific that the herein described property be purchased in order to complete the construction of the Stewart Road and Interurban Trail improvement projects.

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

Section 1: That the Mayor and City Clerk are hereby authorized to execute a Purchase and Sale Agreement (substantially similar to Exhibit "A" attached hereto) to purchase the following described real property located 151 and 227 Stewart Road SW from Gordon Pacific, LLC and L&V Properties, LLC for the sum of Five Hundred Thousand & 00/100 Dollars (\$500,000.00), plus appropriate closing costs.

Section 2: That all closing documents for the sale of the subject property shall be approved by the City Attorney.

Section 3. 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:

Kenyon Luce, City Attorney

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT hereinafter the "Agreement"), is entered into this ____ day of _____, 2014, by and between the City of Pacific, a Washington municipal corporation (hereinafter the "Purchaser" or "City") and Gordon Pacific, LLC, a limited liability company organized under the State of Washington, (Is L and V Properties involved? I don't have a title report yet) (hereinafter the "Seller");

WHEREAS, Seller is the owner of that certain real property located at (what is the street address?), in the City of Pacific, Washington, legally described in Exhibit A, (a legal description is needed, not just parcel numbers) attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Seller desires to sell the property upon the terms and conditions set forth herein; and

(We need to describe the terms of the sale, which I understand involves the City's granting of an easement back. Please provide me with more info on this, in addition to the legal description for this easement.)

NOW, THEREFORE, for and in consideration of Ten Dollars and no cents (\$10.00), the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Purchase and Sale -- Purchase Price and Manner of Payment for the Property.** Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with all improvements, appurtenances, rights, licenses, privileges, easements and all of Seller's right, title and interest in and to any street or road abutting the Property, if any.

The total purchase price for the Property (the "Purchase Price") shall be _____ Dollars and No Cents (\$_____00.00). The Purchaser shall not be required to pay an earnest money unless and until the City Council makes a decision to proceed with the purchase, as provided in Section 6 herein. If all of the applicable contingencies in Section 6 have been satisfied, the Purchaser shall make an earnest money deposit of ___ Dollars (\$____.00) into escrow. The remaining balance shall be due on Closing. Any prorations as determined in Section 5 herein shall be reflected in the amount paid to the Seller at Closing.

Granting of Easement to Seller? Describe here.

2. **Closing of Property.**

Draft March 30, 2014

2.1 Closing Date for Property. The Closing Date for the purchase and sale of the Property shall be held no later than _____ 2014, in the office of the Escrow Agent. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written agreement of the parties. The Purchaser and the Seller may agree in writing to extend the Closing Date at any time.

2.2 Deliveries at Closing. At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, by statutory warranty deed (the "Deed"), duly executed and in recordable form and insurable as such by _____ Title Company, _____, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 9 hereof: Seller shall deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) such other documents, if any, as maybe reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to the terms and provisions and subject to the limitations hereof.

2.3 Granting of Easement to Seller?

3. Possession and Use. Possession of the Property shall be delivered by Seller to Purchaser once this Agreement has been executed by the duly authorized representatives of the parties.

4. Closing Costs Relating to the Property. Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by the Sellers; (b) the cost of recording the Deed to Purchaser shall be paid by the Sellers; (c) the escrow fee will be paid ½ by the Seller and ½ by the Purchaser; (d) all other expenses shall be paid by the Purchaser. Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

5. Prorations. The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing and such

prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

5.1 Any applicable city, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

5.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such prorations, Purchaser will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Seller (as Lessee under the Lease to be executed at the time of Closing) at the address of the Property, with no interruption of service. Purchaser shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Seller. Any utility deposits previously paid by Seller shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits;

5.3 Said prorations shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made;

5.4 The parties shall reasonably agree on a final prorations schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the prorations statement, Escrow Agent shall deliver to each party at the Closing a closing statement containing a summary of all funds, expenses and prorations passing through escrow.

6. **Conditions Precedent to Purchaser's Obligation to Close.**

6.1 Purchaser's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Purchaser of the following conditions: (a) approval of this Agreement by the Pacific City Council; (b) inspection by the City for Hazardous Substances, receipt and approval by the Council of all environmental and Hazardous Substances reports from the City's Consultant (or has the City completed everything it plans to do with respect to this issue?); (c) the Council's approval of an appraisal commissioned and paid for as provided herein (I have not seen an appraisal for the property that will be purchased, only a plat title report); (d) after the Council's receipt and approval of the Hazardous Substances report and the appraisal, the Council's discretionary decision to proceed with the sale for the Purchase Price set forth in Section 1 herein; (e) completion by Seller of all deliveries required of Seller prior to the Property

Closing; and (f) that there has been no breach by Seller of any of the warranties and/or covenants of this Agreement.

6.2 Once the appraisal and Hazardous Substances Report is received by the Purchaser, the Council shall consider whether this Agreement should be amended as to the Purchase Price. If the Council does not choose to amend the Agreement as to the purchase price and desires to proceed with the purchase, the Purchaser shall immediately notify the Seller and the parties shall proceed to Closing. If the Council chooses to amend the purchase price, the Purchaser shall notify the Seller. If the Seller is unwilling to amend the purchase price as proposed by the Purchaser, then this Agreement shall terminate, and neither party shall have any further obligation to the other party. If the Seller is willing to amend the purchase price as proposed by the Purchaser, then the Seller shall notify the Purchaser, and the parties shall proceed to Closing. (This paragraph is not needed if the City is satisfied with regard to any hazardous waste issue on the property.)

6.3 If the City Council, in its sole discretion, determines that the contingencies in 6.1 have not been met, the Purchaser shall notify Seller that this Agreement is terminated, and neither party shall have any further obligation hereunder.

7. Seller's Covenants.

7.1 Right of Inspection. At all times prior to Closing, Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property (including, without limitation, physical invasive testing) as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees, representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof:

7.2 Encumbrances. At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date.

7.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

7.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

7.5 Compliance with Applicable Law. Seller agrees that it will not permit or cause, as a result of any intentional or unintentional act or omission on the Seller's part, or on the part of any agent of the Seller, or any third party, any release or further release of Hazardous Substances on the Property.

8. **Seller's Environmental Indemnify, Representations and Warranties**. Seller hereby represents and warrants to Purchaser as follows:

8.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 9).

8.2 Hazardous Substances on the Property.

8.2.1. Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, (i) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time, and (ii) any substances that, after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the

environment, including but not limited to, air, soils, surface water and ground water.

8.2.2. Hold Harmless, Defense and Indemnity. From and after the date of Possession (which is the date that this Agreement has been executed by all parties), the Seller shall, to the maximum extent permitted under law, indemnify, defend, and hold the Purchaser, its officers, officials, employees, agents and assigns, harmless from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the known or unknown physical or environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any Hazardous or Toxic substance or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Model Toxics Act (ch. 70.105D RCW) and the Comprehensive Environmental Response, Compensation and Liability Act. The foregoing shall include all conditions existing or arising prior to, on or after the date of Closing, and all conditions and Hazardous Substances or toxic substances or materials at, under, released or emanating from the Property. It is the express intent of the parties that after the date of Closing, the Purchaser shall have no liability whatsoever for any environmental conditions at the Property, including, without limitation, those portions of the Property that are submerged as of the date of Closing, and that the Seller shall retain such liability. Notwithstanding the foregoing, the indemnification, defense, and hold harmless granted to Purchaser herein shall not apply to any physical or environmental condition caused by the Purchaser after the date of Closing.

8.2.3. Violations. Seller represents that it has not received any notice of and is not aware of any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, cause by or affecting the Property.

8.2.4. Underground Storage Tanks. To the best of Seller's knowledge, Seller warrants that the Property contains no underground storage tanks for the storage of fuel oil, gasoline, and/or other petroleum products, Hazardous Substances, or byproducts.

8.2.5. No Assessments. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

8.2.6. Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

8.2.7 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Properties or against the Properties. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

8.2.8 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and each of the persons signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

8.2.9 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

8.2.10 Defects. Seller has not failed to disclose in full any physical defect or condition of disrepair whether concealed or visible, with respect to the Property of which Seller has knowledge.

8.2.11 True and Accurate Representations. No representation or warranty of Seller included in this Agreement contains or at Closing will contain an untrue statement of material fact, or omits or at Closing will omit to state a material fact necessary to make the statements and facts contained therein not misleading. If any event or circumstance occurs which renders any of Seller's representations or warranties herein untrue or inaccurate in any material respect, then Seller shall notify Purchaser of the event or circumstance when Seller becomes aware of it.

Seller will refrain from taking any action, which would cause any of the foregoing representations and warranties to become incorrect or untrue at anytime prior to the date of Closing. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances, which may have occurred since the date hereof. Such restated representations and warranties shall survive the Closing. If any change in any foregoing representation is a material change, and Seller does not elect to cure all such material changes prior to Closing then notwithstanding anything herein to the contrary, Purchaser, at its sole option, may either (a) close and consummate the acquisition of the Property pursuant to this Agreement, reserving any and all necessary action to specifically enforce Seller's obligations hereunder; or (b) terminate this Agreement by written notice to Seller, and neither of the parties hereto shall have any rights or obligations hereunder whatsoever, except such rights or obligations that, by the express terms hereof, survive any termination of the Agreement.

8.2.11 Payment of Real Estate Agent's Commission. The Seller shall be responsible to pay any commissions or fees due and owing to any Real Estate Agent. The Purchaser shall not be responsible to pay any commissions or fees to any Real Estate Agent, either the listing or selling broker.

9. **Title Examination and Objections.**

9.1. Title Review. Seller shall cause _____ Title Company (the "Title Company") to furnish to Purchaser, at Purchaser's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report"), to be delivered to Purchaser on or before _____ 200_, which shall be at least 30 days prior to closing. Purchaser shall have fifteen (15) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the 'Permitted Exceptions').

9.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof the Seller shall, within fifteen (15) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above

notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property.

9.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, whether or not Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

9.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement, provided that in the event any such Title Objections results from a breach by Seller of the covenants contained herein, a monetary charge or lien, or from a Title Objection other than a monetary charge or lien for which Seller has not given timely notice of its refusal to satisfy or correct, (a) such acceptance by Purchaser of Seller's interest in the Property shall be without prejudice to Purchaser thereafter seeking monetary damages from Seller for any such matter which Seller shall have failed to so correct, and (b) if such Title Objection is a monetary charge or lien which can be satisfied or cured by the payment of a liquidated sum of money, Purchaser may cause such Title Objection to be so cured or satisfied by paying the same out of the Purchase Price to be paid; or

9.2.2 To terminate this Agreement in accordance with the provisions herein; provided however, that if the Purchaser elects to terminate this Agreement because of the existence of any Title Objection which results from a breach by Seller of its covenants herein, or any other Title Objection which Seller is required to satisfy or correct, Purchaser's cancellation shall be without prejudice to any other rights of the Purchaser herein.

9.3 Removal of Liens. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing Seller shall (a) pay in full and cause to be cancelled all loan security documents which encumber the Property as of the date hereof and as of the Closing Date, and (b) pay in full and cause to be cancelled and discharged or otherwise bond and discharge as liens against the Properties all mechanics' and contractors' liens which encumber the Property as of the date hereof or which maybe filed against the Property after the date hereof and on or prior to the Closing Date. In the event Seller fails to cause such liens and encumbrances to be paid

and canceled at or prior to Closing, Purchaser shall be entitled to pay such amount to the holder thereof as may be required to pay and cancel same, and to credit against the Purchase Price the amount so paid.

9.4 Notwithstanding any language to the contrary in this Agreement, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property, (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

10. Default.

10.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest, provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

10.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow and after all applicable contingencies as described in Section 6 have been satisfied, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

10.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller wrongfully fails or refuses to perform any covenant or agreement of Seller hereunder.

11. Condemnation or Destruction.

11.1 Condemnation. Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by

any governmental entity. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity other than the Town of Friday Harbor, Washington, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

11.2 Damage or Destruction. Prior to Closing the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller.

11.3 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement.

12. **Indemnification.**

12.1 Seller's Indemnification. In addition to the indemnity provided in Section 8.2.2 herein, Seller shall indemnify and defend Purchaser including its elected officials, officers, managers, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively "Claims") incurred by Purchaser on account of (a) claims by persons or entities other than Purchaser arising out of or in connection with the ownership, operation of maintenance of the Property by Seller, or any fact, circumstance or event which occurred prior to the Closing Date, including the release, threatened release or existence of Hazardous Substances on the Property; and (b) claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement. Notwithstanding any language to the contrary in this Agreement, Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) that Purchaser may incur, or have asserted against it as a result of Seller's breach of the warranties in this Agreement. At Purchaser's option, Seller shall promptly undertake any remediation required as a result of such breach at Seller's expense.

12.2 Purchaser's Indemnity. Purchaser shall indemnify and defend Seller (including its officers, officials, employees and agents) and hold it harmless from and

against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Seller on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Purchaser contained in this Agreement. This shall not affect Seller's obligations per the provisions of Section 8.2.2 herein.

13. **Assignment.** Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

14. **Facsimile or E-Mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of the original.

15. **Notices.** All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: Gordon Pacific LLC
151 Stewart Road SW
Pacific, WA 98407

PURCHASER: The City of Pacific
100 – 3rd Avenue S.E.
Pacific, WA 98047
Attn: Mayor

With a copy to: Carol A. Morris, Attorney for the City of Pacific
Morris Law, P.C.
3304 Rosedale Street N.W.
Gig Harbor, WA 98335
Phone: (253) 851-5090

16. Miscellaneous.

16.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

16.2 Counterparts. This Agreement maybe executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

16.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

16.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

16.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

16.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

16.7 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

16.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

16.9 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

16.10 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

16.11 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties affected thereby.

16.12 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees. The venue of any suit shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER:

CITY OF PACIFIC

By: _____
Its Mayor

SELLER:

GORDON PACIFIC LLC

By: _____
Its _____

By: _____
Its _____

Draft March 30, 2014

ATTEST:

City Clerk,

APPROVED AS TO FORM:

Carol A. Morris, Special Legal Counsel

Draft March 30, 2014

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of GORDON PACIFIC LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of the City of Pacific, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Draft March 30, 2014

(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at: _____

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires: _____

Draft March 30, 2014

**EXHIBIT A
LEGAL DESCRIPTION**



Agenda Bill No. 14-063

TO: Mayor Guier and City Council Members
FROM: Ken Barnett
MEETING DATE: April 14, 2014
SUBJECT: Surplus for Trade a Mower Deck

ATTACHMENTS: Resolution Number 2014- 139

Previous Council Review Date: April 7, 2014

New item

Summary:

One of the Public Works mower decks is past its useful life, and can still be used for a trade in for a new John Deere 72" rear discharge mower deck

Recommendation/Action:

Authorize the Public Works Director to a trade in the Rear's Mfg. Co. SPF Mower model number SRF60K940 Serial Number F05-616 flail mower for a new John Deere 72" rear discharge mower deck

Motion for Consideration:

Move to authorize the Public Work Director to use the Rear's Mfg. Co. SPF Mower model number SRF60K940 as a trade in for a new John Deere 72" rear discharge mower deck

Budget Impact:

Saving \$500.00 on the purchase of new John Deere 72" rear discharge mower deck

Alternatives:

Agenda Item No. 71

**City of Pacific
Washington**

RESOLUTION NO. 2014- 139

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON
AUTHORIZING THE TRADE IN OF THE REAR'S MFG. CO. SPF MOWER, MODEL
NUMBER SRF60K940.**

WHEREAS, one of the Public Works deck mower decks is past its useful life, and

WHEREAS, the Public Work Director can use the Rear's Mfg. Co. SPF Mower model number SRF60K940 Serial Number F05-616 flail mower for a trade in on a new John Deere 72" rear discharge mower deck.

WHEREAS, the trade in value for the old mower deck will be \$500.00.

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

Section 1. Authorize the Public Work Director to use the Rear's Mfg. Co. SPF Mower model number SRF60K940 as a trade in for a new John Deere 72" rear discharge mower deck

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th DAY
OF April, 2014**

CITY OF PACIFIC

Leanne Guier, Mayor

Attest:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Kenyon Luce, City Attorney



Agenda Bill No. 14-064

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: April 14, 2014
SUBJECT: Filling of City Council Vacancy

ATTACHMENTS: Copy of RCW 42.12.070(6)
City Council Rules of Procedure, Part 13: Filling of City Council Vacancies

Previous Council Review Date: N/A

Summary: Council Member Hulseley has announced his resignation from Council effective May 1, 2014, leaving a vacancy on City Council. According to City Council Rules of Procedure, Part 13, Section A, "the position must be advertised for a period of not less than two weeks." The Council will follow the procedures outlined in RCW 42.12.070(6) to appoint a new council member.

Qualified applicants will be selected from the applications received and be interviewed by the Council during an open meeting. Council may convene to executive session to discuss the qualifications of each candidate.

The person who is appointed shall serve until a person is elected at the next election where the person elected shall take office immediately and serve the remainder of the unexpired term – in this case, through December 31, 2015.

UPDATE

Upon checking with MRSC regarding the process for filling a Council vacancy, it was verified that an ad can be placed and interviews done prior to a vacancy occurring. Appointment of a new Council Member cannot be made until there is a vacancy. A special meeting can be held to confirm a new Council Member and administer the oath of office.

An ad has been published to solicit applications to fill the upcoming vacancy.

Recommendation/Action:

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

Budget Impact:

Alternatives:

RCW 42.12.070**Filling nonpartisan vacancies.**

A vacancy on an elected nonpartisan governing body of a special purpose district where property ownership is not a qualification to vote, a town, or a city other than a first-class city or a charter code city, shall be filled as follows unless the provisions of law relating to the special district, town, or city provide otherwise:

- (1) Where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.
- (2) Where two or more positions are vacant and two or more members of the governing body remain in office, the remaining members of the governing body shall appoint a qualified person to fill one of the vacant positions, the remaining members of the governing body and the newly appointed person shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled with each of the new appointees participating in each appointment that is made after his or her appointment.
- (3) If less than two members of a governing body remain in office, the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person or persons to the governing body until the governing body has two members.
- (4) If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy.
- (5) If the county legislative authority of the county fails to appoint a qualified person within one hundred eighty days of the occurrence of the vacancy, the county legislative authority or the remaining members of the governing body of the city, town, or special district may petition the governor to appoint a qualified person to fill the vacancy. The governor may appoint a qualified person to fill the vacancy after being petitioned if at the time the governor fills the vacancy the county legislative authority has not appointed a qualified person to fill the vacancy.

(6) As provided in chapter 29A.24 RCW, each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

[2013 c 11 § 89; 2011 c 349 § 28; 1994 c 223 § 1.]

Notes:

Effective date -- 2011 c 349 §§ 10-12, 27, 28, and 30: See note following RCW 29A.24.171.



Pacific City Council

Rules of Procedure

Part 13: Filling of City Council Vacancies

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



AGENDA ITEM NO. 7K

Agenda Bill No. 14-065

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: April 14, 2014
SUBJECT: City Council Retreat

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: A Council retreat is proposed for May 3, 2014 from 8:00 a.m. to 2:00 p.m. The City Clerk has requested AWC to provide training on this date as well.

Retreats are held for a number of reasons, including training; program evaluation; team building; goal setting, prioritizing, and brainstorming; role clarification; and mid-year organizational updates.

UPDATE:

AWC RMSA has agreed to provide training on May 3 from 8:00 a.m. to 10:00 a.m.

Recommendation/Action:

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

Budget Impact:

Alternatives:

AGENDA ITEM NO. 7K



Agenda Bill No. 14-066

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: April 14, 2014
SUBJECT: Appointment of Negotiations Committee

ATTACHMENTS: PMC Chapter 2.94

Previous Council Review Date:

Summary: On June 30, 2014, the labor agreement for the uniformed employees will expire. According to PMC 2.94.010, the Council shall appoint a city representative from a list of candidates compiled by the finance committee to act as the city's representative in all phases of negotiating a new labor agreement.

Additionally, PMC 2.94.020 states the City Council may appoint a negotiations committee of three Council Members to form a team with the appointed representative alternate.

Recommendation/Action:

1. Task the Finance Committee with compiling a list of candidates to act as the city's representative.
2. Appoint a negotiations committee of three Council Members.

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

Budget Impact:

Alternatives:

AGENDA ITEM NO. 7L

Chapter 2.94 PROCEDURES FOR NEGOTIATION OF LABOR AGREEMENTS

Sections:

- 2.94.010 Appointment – Representative.
- 2.94.020 Appointment – Team.
- 2.94.030 Review – Report.
- 2.94.040 Limitation of authority.
- 2.94.050 Finalizing negotiations.
- 2.94.060 Compensation.

2.94.010 Appointment – Representative.

No less than six months prior to the termination of a city of Pacific labor agreement, the council shall appoint a representative from the list of candidates compiled by the finance committee, and such appointee shall act as the city's representative in all phases of negotiating a new labor agreement. (Ord. 1683 § 1, 2007).

2.94.020 Appointment – Team.

Additionally, the city council may appoint a committee of three council members to form a team with the appointed representative alternate. (Ord. 1683 § 2, 2007).

2.94.030 Review – Report.

Before entering into labor contract talks, the appointed representative shall meet with council and necessary staff to review the labor contract, in order to identify the city's goals and needs. The appointee shall report to the council and mayor after every meeting with union representatives regarding labor agreement negotiations. (Ord. 1683 § 3, 2007).

2.94.040 Limitation of authority.

The appointee is only an agent and has no express authority to make or accept offers without express approval of the city council. (Ord. 1683 § 4, 2007).

2.94.050 Finalizing negotiations.

The appointed representative shall set as a goal to finalize all negotiations by October 1st of the calendar year in which the labor contract is set to expire. (Ord. 1683 § 5, 2007).

2.94.060 Compensation.

The council shall set level of compensation for the appointee. (Ord. 1683 § 6, 2007).

CITY OF PACIFIC

Agenda Bills

Agenda Item No. Consent Agenda 10A
Claim Voucher & Payroll

Meeting Date: April 14, 2014
Richard Gould

Subject: Approval

Prepared by: Finance Director

Summary:

Approval of Payroll for the period of March 16, 2014 through March 31, 2014; Claims Vouchers for March 25, 2014 through April 14, 2014.

Payroll Auto Deposit	\$ 51,323.21
Payroll Ch#s 4771 - 4773	\$ 1,499.79
Claim Checks: #43233 – 43322	316,416.97
EFT's	45,409.73
Total Expenditures	<u>\$ 414,649.70</u>

Recommendation: Approval of payment for Payroll and Claims

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

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

04/04/2014 To: 04/14/2014

Time: 15:58:51 Date: 04/09/2014
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2089	04/04/2014	Payroll	1	EFT		1,875.28	March 16 - 31st Payroll
2090	04/04/2014	Payroll	1	EFT		2,566.16	March 16 - 31st Payroll
2091	04/04/2014	Payroll	1	EFT		551.33	March 16 - 31st Payroll
2092	04/04/2014	Payroll	1	EFT		4,044.18	March 16 - 31st Payroll
2093	04/04/2014	Payroll	1	EFT		1,197.93	March 16 - 31st Payroll
2094	04/04/2014	Payroll	1	EFT		302.37	March 16 - 31st Payroll
2096	04/04/2014	Payroll	1	EFT		1,162.65	March 16 - 31st Payroll
2097	04/04/2014	Payroll	1	EFT		2,111.22	March 16 - 31st Payroll
2098	04/04/2014	Payroll	1	EFT		2,622.38	March 16 - 31st Payroll
2099	04/04/2014	Payroll	1	EFT		317.96	March 16 - 31st Payroll
2100	04/04/2014	Payroll	1	EFT		946.04	March 16 - 31st Payroll
2101	04/04/2014	Payroll	1	EFT		2,390.48	March 16 - 31st Payroll
2103	04/04/2014	Payroll	1	EFT		91.50	March 16 - 31st Payroll
2104	04/04/2014	Payroll	1	EFT		92.10	March 16 - 31st Payroll
2105	04/04/2014	Payroll	1	EFT		2,307.96	March 16 - 31st Payroll
2106	04/04/2014	Payroll	1	EFT		81.50	March 16 - 31st Payroll
2107	04/04/2014	Payroll	1	EFT		103.48	March 16 - 31st Payroll
2108	04/04/2014	Payroll	1	EFT		1,688.40	March 16 - 31st Payroll
2109	04/04/2014	Payroll	1	EFT		2,925.29	March 16 - 31st Payroll
2110	04/04/2014	Payroll	1	EFT		1,779.94	March 16 - 31st Payroll
2111	04/04/2014	Payroll	1	EFT		1,814.98	March 16 - 31st Payroll
2112	04/04/2014	Payroll	1	EFT		2,545.15	March 16 - 31st Payroll
2113	04/04/2014	Payroll	1	EFT		981.50	March 16 - 31st Payroll
2114	04/04/2014	Payroll	1	EFT		92.10	March 16 - 31st Payroll
2115	04/04/2014	Payroll	1	EFT		134.42	March 16 - 31st Payroll
2116	04/04/2014	Payroll	1	EFT		1,595.94	March 16 - 31st Payroll
2117	04/04/2014	Payroll	1	EFT		1,669.85	March 16 - 31st Payroll
2118	04/04/2014	Payroll	1	EFT		1,933.06	March 16 - 31st Payroll
2119	04/04/2014	Payroll	1	EFT		377.13	March 16 - 31st Payroll
2120	04/04/2014	Payroll	1	EFT		1,410.51	March 16 - 31st Payroll
2121	04/04/2014	Payroll	1	EFT		2,000.58	March 16 - 31st Payroll
2122	04/04/2014	Payroll	1	EFT		1,646.74	March 16 - 31st Payroll
2124	04/04/2014	Payroll	1	EFT		2,260.58	March 16 - 31st Payroll
2125	04/04/2014	Payroll	1	EFT		1,697.09	March 16 - 31st Payroll
2126	04/04/2014	Payroll	1	EFT		1,228.06	March 16 - 31st Payroll
2127	04/04/2014	Payroll	1	EFT		1,538.21	March 16 - 31st Payroll
2128	04/04/2014	Payroll	1	EFT		92.10	March 16 - 31st Payroll
2129	04/04/2014	Payroll	1	EFT		2,432.15	March 16 - 31st Payroll
2130	04/04/2014	Payroll	1	EFT		1,421.44	March 16 - 31st Payroll
2131	04/04/2014	Payroll	1	EFT		1,354.92	March 16 - 31st Payroll
2132	04/04/2014	Payroll	1	EFT		1,364.00	March 16 - 31st Payroll
2205	04/08/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	21,804.83	03/20/2014 To 04/04/2014 - PERS 2; 03/20/2014 To 04/04/2014 - PERS 3; 03/20/2014 To 04/04/2014 - LEOFF 2
2206	04/08/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	04/01/2014 To 04/30/2014 - DCP - DRS
2321	04/09/2014	Payroll	1	EFT	INTERNAL REVENUE SERVICE	22,835.90	941 Deposit For 04/04/2014 - 04/04/2014
2095	04/04/2014	Payroll	1	4771		1,315.59	March 16 - 31st Payroll
2102	04/04/2014	Payroll	1	4772		92.10	March 16 - 31st Payroll
2123	04/04/2014	Payroll	1	4773		92.10	March 16 - 31st Payroll

CHECK REGISTER

City Of Pacific
MCAG #: 0423

04/04/2014 To: 04/14/2014

Time: 15:58:51 Date: 04/09/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2229	04/14/2014	Payroll	1	43233	AFLAC	551.22	03/20/2014 To 04/04/2014 - AFLAC ACC Pre; 03/20/2014 To 04/04/2014 - AFLAC CAN Pre; 03/20/2014 To 04/04/2014 - AFLAC STD Post; 03/20/2014 To 04/04/2014 - AFLAC PSI Pre; 03/20/2014 To 04/04/2014 - AFL
2230	04/14/2014	Claims	1	43234	AHBL INC	35,796.05	Civil Engineering Services; Amerigas Pacific Facility Land Use Planning; NW Cascade Land Use Planning; Stormwater Outfalls Retrofit & LID Grant; Stewart Rd SEPA Review-Land Use Planning; West Valley H
2231	04/14/2014	Claims	1	43235	ALGONA COURTS	5,282.21	
2232	04/14/2014	Claims	1	43236	ALPINE PRODUCTS INC	423.77	Speed Limit Sign
2233	04/14/2014	Payroll	1	43237	AMERICAN LEGAL SERVICES	50.68	03/20/2014 To 04/04/2014 - Legal Fee
2234	04/14/2014	Claims	1	43238	ARTHUR J. GALLAGHER RISK MGMT SVCS INC	565.70	Blanket Position Bond; Notary Bond
2235	04/14/2014	Claims	1	43239	GAIL BENNETT	300.00	CIVIL SERVICE SECRETARY, MARCH 2014
2236	04/14/2014	Claims	1	43240	BFH CONSULTING	2,600.00	ACCREDITATION PROGRAM, MARCH 2014
2237	04/14/2014	Claims	1	43241	FERESIKA BIRD	100.00	Interpreter Services
2238	04/14/2014	Claims	1	43242	BLUMENTHAL UNIFORMS	299.04	Tie Black Clips; Duty Belt Buckle; Cap Strap; Hashm. Duty Belt Elite; Holster; POLICE: CAP STRAP/SILVER/SNAKE STYLE; CAP STRAP, TIE BAR, HAT
2239	04/14/2014	Claims	1	43243	BUD CLARY CHEVROLET	30,020.76	POLICE VEHICLE: 2014 CHEVY TAHOE
2240	04/14/2014	Claims	1	43244	JOHN CALKINS	185.75	
2241	04/14/2014	Claims	1	43245	CASH & CARRY	277.35	WHITE PLACEMATS, FUNDRAISER FOOD, YOUTH DW DETERGENT
2242	04/14/2014	Claims	1	43246	CENTURYLINK	1,151.06	PHONE SERVICES
2243	04/14/2014	Claims	1	43247	CENTURYLINK	44.38	Phone Services
2244	04/14/2014	Claims	1	43248	CHUCKALS OFFICE PRODUCTS INC	78.24	Soap Refill
2245	04/14/2014	Claims	1	43249	CITIES INSURANCE ASSOCIATION	1,000.00	Deductible Reimbursement
2246	04/14/2014	Claims	1	43250	CITY OF AUBURN	141.42	INTER TIE; 521 ELLINGSON RD.
2247	04/14/2014	Claims	1	43251	CONFEDERATE TRIBES OF THE CHEHALIS RESER	1,769.96	INMATE HOUSING
2248	04/14/2014	Claims	1	43252	COPIERS NORTHWEST INC	1,474.49	Copy Fees; COPIER LEASE & USAGE
2249	04/14/2014	Claims	1	43253	DATABAR INCORPORATED	343.75	Software Billing Format Change
2250	04/14/2014	Payroll	1	43254	DAVID M. HOWE, TRUSTEE	1,347.94	03/20/2014 To 04/04/2014 - Garnish
2251	04/14/2014	Claims	1	43255	DOYLE P DEAN, MAI	500.00	Looney Property - Restrict Report
2252	04/14/2014	Claims	1	43256	FORMSOURCE INC	113.46	Business Cards; BUSINESS CARDS: VIC KAVE
2253	04/14/2014	Claims	1	43257	GOSNEY MOTOR PARTS INC	127.09	Motor Oil; Oil Filter; Brake Pads; Oil Filter; Wiper Blades

CHECK REGISTER

City Of Pacific
MCAG #: 0423

04/04/2014 To: 04/14/2014

Time: 15:58:51 Date: 04/09/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2254	04/14/2014	Claims	1	43258	HOBART CORPORATION	570.50	Dishwasher Repair
2255	04/14/2014	Claims	1	43259	IMAGE MASTERS INC	259.79	Brass Plt; Plaque
2256	04/14/2014	Claims	1	43260	INTERCOM LANGUAGE SERVICES	100.00	Interpreter Services
2257	04/14/2014	Claims	1	43261	KC DOT ROAD SRVC DIV	1,748.53	PROJECT #: 1120307 (RSD PA 0002 BSC SGL FR TG/ELNGSN) AWARD #113860 (RSD PACIFIC BSC TRF)
2258	04/14/2014	Claims	1	43262	KC FINANCE I-NET	439.00	INET SERVICES
2259	04/14/2014	Claims	1	43263	KING COUNTY DIRECTORS' ASSOC	166.29	Tissue; Towel; Paper; Binder Clips; Note Pad; Pens; Stapler; PENS
2260	04/14/2014	Claims	1	43264	KING COUNTY FINANCE	108,700.42	AWARD #113860 / RSD PACIFIC BSC TRF (OCT. 2013); Wastewater Treatment
2261	04/14/2014	Claims	1	43265	LAW OFFICE OF JOSEPH B CUTTER	150.00	Public Defense Services March 2014
2262	04/14/2014	Claims	1	43266	LAW OFFICE THOMAS R HARGAN	180.00	PROSECUTION SERVICES 02/19/14 - 03/19/14
2263	04/14/2014	Claims	1	43267	LEXISNEXIS	93.62	Feb 2014 Contract Fee; 1 Phone Search
2264	04/14/2014	Claims	1	43268	LUCE LINEBERRY & KENNEY PS	4,641.53	Attorney Fees For February 2014
2265	04/14/2014	Claims	1	43269	EDWIN MASSEY	68.90	New Microphone For Audio Speakers
2266	04/14/2014	Claims	1	43270	MCGOWAN LAW OFFICE	150.00	Public Defense Services
2267	04/14/2014	Claims	1	43271	MCLENDON HARDWARE	291.99	Hinge; Hasp Swivel; Pull Utility; Brush Set; Stain Pad With Groove Tool; Refill; Waterproofoer; Cultivator; Key Ring; Methyl Ethyl; Tape; Gloves; Jigsaw Blades
2268	04/14/2014	Claims	1	43272	MORRIS LAW P.C.	680.00	Stewart Road Property Purchase
2269	04/14/2014	Claims	1	43273	MOUNTAIN MIST	110.93	
2270	04/14/2014	Claims	1	43274	NATIONAL BARRICADE COMPANY	1,007.40	Zebra Rail (Right Stripe) X2, Zebra Rail (Left Stripe) X2, Cones X50
2271	04/14/2014	Claims	1	43275	NIGHT TRAIN, LLC	50.01	Refund inactive customer credit balance
2272	04/14/2014	Claims	1	43276	NIGHT TRAIN, LLC	62.65	Refund inactive customer credit balance
2273	04/14/2014	Claims	1	43277	NORTHUP GROUP	125.00	Debriefing Services
2274	04/14/2014	Claims	1	43278	NW ADMIN TRANSFER ACCOUNT	123.22	
2275	04/14/2014	Payroll	1	43279	NW ADMIN TRANSFER ACCOUNT	35,611.63	03/20/2014 To 04/04/2014 - Medical - Police; 03/20/2014 To 04/04/2014 - Medical- Clerical Union
2276	04/14/2014	Claims	1	43280	OGDEN MURPHY WALLACE, PLLC	1,100.00	Legal Services
2277	04/14/2014	Claims	1	43281	PACIFIC OFFICE AUTOMATION	477.85	POLICE COPY MACHINE USAGE FEES
2278	04/14/2014	Claims	1	43282	PETROCARD SYSTEMS INC	2,521.93	FUEL CHARGES
2279	04/14/2014	Claims	1	43283	PUBLIC FINANCE INC	764.75	LID ADMINISTRATION

CHECK REGISTER

City Of Pacific
MCAG #: 0423

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2280	04/14/2014	Claims	1	43284	PUGET SOUND ENERGY	300.59	ELECTRIC/FACILITIES
2281	04/14/2014	Claims	1	43285	PUMPTECH INC	459.90	Vehicle Repair
2282	04/14/2014	Claims	1	43286	Attn: Mark Buening Prosecuting Attorneys Office	278.19	Algona Court - March 2014; Pacific Court - March 2013
2283	04/14/2014	Claims	1	43287	Puget Sound Energy	16,989.66	Gas / Electric
2284	04/14/2014	Claims	1	43288	L STEPHEN ROCHON	3,480.00	JUDGE SERVICES, MARCH 2014
2285	04/14/2014	Claims	1	43289	SAM'S CLUB	91.94	Annual Citizen's Dinner
2286	04/14/2014	Claims	1	43290	SHRED-IT USA INC.	110.88	Shredding Services; SHREDDING SERVICES
2287	04/14/2014	Claims	1	43291	SMITH & LOVELESS INC	425.96	Element Filter Kit
2288	04/14/2014	Claims	1	43292	SONSRAY MACHINERY LLC	934.56	Backhoe Heater Repair
2289	04/14/2014	Claims	1	43293	SOUND SAFETY PRODUCTS INC	804.57	Relaxed Fit Jeans; Jacket; Relaxed Fit Jean; Pant; Bomber Fleece
2290	04/14/2014	Claims	1	43294	SPECTRUM ENTERPRISES	100.00	INTERPRETATION SERVICES
2291	04/14/2014	Claims	1	43295	SPRINT	360.29	Phone Services
2292	04/14/2014	Claims	1	43296	STAPLES BUSINESS ADVANTAGE	357.76	LEGAL SIZE FOLDERS, PAPER, FILE BOXES & WALL CALENDAR
2293	04/14/2014	Claims	1	43297	AMY STEVENSON-NESS	238.00	WMCA CONFERENCE - MILEAGE REIMBURSEMENT
2294	04/14/2014	Claims	1	43298	SUMNER LAWN 'N SAW	63.34	Engine Oil; Nylon Line
2295	04/14/2014	Claims	1	43299	CITY OF SUMNER	1,774.50	METRO ANIMAL SERV' 04/2014
2296	04/14/2014	Payroll	1	43300	TEAMSTERS LOCAL 117	1,615.21	03/20/2014 To 04/04/2014 - Union Dues
2297	04/14/2014	Claims	1	43301	TORK LIFT CENTRAL INC	1,011.85	Pintle Hook; Pigtail Truck Tlr-Barg; Hitch On Chevy Colorado; S.O. Plug; Vehicle Repair
2298	04/14/2014	Claims	1	43302	UNIVAR USA INC	8,256.09	Caustic Soda
2299	04/14/2014	Claims	1	43303	USAMOBILITY	25.28	Wireless Services
2300	04/14/2014	Claims	1	43304	VALLEY COMMUNICATIONS	598.86	MARCH 2014 - 800MHz
2301	04/14/2014	Claims	1	43305	WA ST DEPT OF ECOLOGY	804.44	MUNICIPAL STORMWATER GENERAL PERMIT - ANNUAL FEE
2302	04/14/2014	Claims	1	43306	WA ST DEPT RETIREMENT SYSTEM	25.00	Annual Administrative Fee
2303	04/14/2014	Claims	1	43307	WA ST TREASURER	15,401.85	Algona Court - March 2014; Pacific Court - March 2014
2304	04/14/2014	Payroll	1	43308	WA STATE SUPPORT REGISTRY	125.00	04/01/2014 To 04/30/2014 - Child Support
2305	04/14/2014	Claims	1	43309	WASHINGTON LAW ENFORCEMENT EXPLORER	1,025.00	Winter Explorer Academy
2306	04/14/2014	Claims	1	43310	WASHINGTON STATE PATROL	534.00	Access User Fee
2307	04/14/2014	Claims	1	43311	WASHINGTON TRACTOR	428.92	Ratchet Bin; Ratchet Binder; Credit; Mower Repair
2308	04/14/2014	Claims	1	43312	WATER MANAGEMENT LAB INC	147.00	Coliform
2309	04/14/2014	Claims	1	43313	WELLS FARGO FINANCIAL LEASING	28.23	Rental Payment
2310	04/14/2014	Claims	1	43314	WESTERN CONFERENCE OF TEAMSTERS PENSION	210.01	

CHECK REGISTER

City Of Pacific
MCAG #: 0423

04/04/2014 To: 04/14/2014

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2311	04/14/2014	Payroll	1	43315	WESTERN CONFERENCE OF TEAMSTERS PENSION	2,143.03	03/20/2014 To 04/04/2014 - Union Pension
2312	04/14/2014	Claims	1	43316	WHISTLE WORKWEAR	137.83	Blk S/T Logg
2313	04/14/2014	Claims	1	43317	KRISTA C WHITE-SWAIN	2,950.00	Attorney Services For March 2014
2314	04/14/2014	Claims	1	43318	WIDENER & ASSOCIATES	1,313.40	STEWART RD. PERMITTING
2315	04/14/2014	Claims	1	43319	WMCA	75.00	AMY STEVENSON-NESS 2014 WMCA MEMBERSHIP DUES
2316	04/14/2014	Claims	1	43320	MICHAEL ZHELEZNYAK	133.00	INTERPRETATION SERVICES, 04/02/14
2317	04/14/2014	Claims	1	43321	SAMANTHA ZINSLI	293.42	Evidence Academy: Per Diem & Mileage
2228	04/14/2014	Claims	1	43322	NEOPOST NORTHWEST	342.70	Adhesive Strips For Postage Machine; Ink Cartridge For Postage Machine

000	33,785.08
001 General Fund	93,363.30
003 Community Services Senior	8,754.90
004 Youth Services/Center	4,787.27
005 Parks	3,479.35
022 Criminal Justice	11,934.40
098 General Fund Equipment Reserve	30,020.76
101 Street	19,885.83
206 LID 3 Redemption	764.75
308 Valentine Road Project	7,505.75
310 Stewart/Thornton Ave Rd Projec	5,691.04
401 Water	31,705.69
402 Sewer	122,192.92
409 Storm	29,965.05
640 Algona Court	10,813.61

Claims: 267,690.81
 * Transaction Has Mixed Revenue And Expense Accounts 414,649.70 Payroll: 146,958.89

Life payroll checks 1499.79

Auto Deposit Payroll in the Amount of: \$ 51,323.26

Total Expenditures: \$ 52,823.00

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: 4/14/14.

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

Reviewed for Accuracy
 Finance Director: _____ Date: _____



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

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Absent: Mayor Pro Tem Jones,

STAFF PRESENT

Acting Public Works Director Ken Barnett, Finance Director Richard Gould; Senior Services Assistant Director Darcie Thach, Planner Paula Wiech, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Steiger added a discussion regarding a letter received from Don Thomson as Item L.

The amended agenda was approved unanimously by Council.

AGENDA ITEMS

A. Discussion: AB 14-041 Resolution No. 2014-129, Senior Center Donation

Community Services Assistant Director Darcie Thach advised that the South End Coalition donated \$500 to the Senior Center.

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

B. Discussion: AB 14-042: Marijuana Advisory Committee

Council Member Kave and Planner Paula Wiech outlined the proposed plans for the Marijuana Advisory Committee. Council Member Kave presented his ideas and received feedback from Planning Commissioners and audience at the February 25,

2014, meeting. A notice has been posted requesting applications and Council Member Kave and Ms. Wiech will review applicants and select a committee by March 18, 2014.

C. Discussion: AB 14-032: Resolution No. 2014-115: Contract for Professional Legal Services

Council Member Knudtson advised the Governance Committee has met and developed a timeline for moving forward with the procurement of professional legal services.

After discussion, the date for the yearly services contract was changed from January 1 to December 31 of each year. Additionally, the appointment date of the initial contract was changed to read, "...upon confirmation through December 31, 2015."

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

D. Discussion: AB14-033: Ordinance No. 2014-1857: Parking of Motorhomes, vacation trailers, boat trailers, camperettes, and all other vehicles not in daily use.

Council Member Hulse presented a revised Ordinance suggesting that section 20.72.050(A)(2)(b) be deleted in its entirety. After further discussion, the direction by consensus of Council is to send the Ordinance to the Governance Committee for review.

E. AB 14-043: Resolution No. 2014-122: I-Net Services Contract

City Clerk Amy Stevenson-Ness advised that King County I-Net has presented a new agreement for adoption. Auburn IT has reviewed the agreement and advises that for Pacific, there are no substantive changes for our service or cost.

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

F. AB 14-044: Resolution No. 2014-123: Decant Agreement with City of Auburn

Acting Public Works Director Ken Barnett advised that the current decant agreement with the City of Auburn has expired. The City of Auburn has agreed to terms of the agreement that are the same as the last agreement signed. The contract is for a three-year term from January 1, 2014 to December 16, 2016.

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

G. Discussion AB 14-045: Resolution No. 2014-124: Equipment Trailer Purchase

Director Barnett advised that there is a need to purchase an equipment trailer to haul City equipment. The quoted cost of the trailer is \$6,568.26.

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

H. AB 14-046: Resolution No. 2014-125: Gordon Pacific Developer Agreement

Director Barnett stated that the City has been working to construct needed improvements to the Stewart Road corridor. This agreement approves the long term development plans for Gordon Pacific and purchase of the needed right-of-way. This

agreement with allow the City of finalize the right-of-way acquisition for the Stewart Road Project.

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

I. AB 14-047: Resolution No. 2014-126: Olympic Environmental Resources

Director Barnett stated that the City approves the agreement on a yearly basis to contract for recycling and education programs.

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

J. AB 14-048: Resolution No. 2014-127: Purchase of Mini Excavator

Director Barnett stated that the City has a need for a mini excavator. The mini excavator is more practical for ditching and for most utility repairs the Public Works crew performs.

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

K. AB 14-049: Ordinance No. 2014-1858: Street Assessment Reimbursements

Director Barnett advised Council the City desires to make street improvements without developer induced participation and needs to establish procedures for recouping the costs associated with the initial City investment. This ordinance would mirror language currently in place for water and sewer project for recouping street project investments

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

L. Discussion of a complaint letter received from a citizen regarding keys.

Council Member Steiger expressed concern that there is no individual numbering on keys. He stated a new program needs to be put into place to keep track of keys and this item needs immediate attention.

ADJOURN

Council President Putnam adjourned the workshop at 7:37 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Regular Meeting
Monday, March 10, 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, Steiger, Walker, Mayor Pro Tem Jones, Council President Putnam

Absent: Mayor Guier

STAFF PRESENT

Public Safety Director Calkins, Court Administrator Kelly Rydberg, Acting Public Works Director Ken Barnett, Finance Director Richard Gould, Planner Paula Wiech, City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Mayor Pro Tem Jones requested to move the public hearing prior to Council Reports.

COUNCIL MEMBER HULSEY MOVED to move the public hearing prior to Council reports. Seconded by Council Member Kave. Voice vote was taken and carried 7-0

The amended agenda was approved by unanimous consent of the Council.

AUDIENCE COMMENT

Speaking before Council:

Lois Hulsey, 3 rd & Pacific	Spoke regarding motorhome parking. It is unfair that a few people can dictate what goes on in your own yard
Carla Robinson, 4 th & Hawthorne	Has lived here 24 years and was told can't have RV in driveway in front of house. Don't understand what problem is to move trailer

	behind a fence;
Gary Hulse, 3 rd & Pacific	Speaking as citizen; 20.72.050; the wording of the code has constitutional issues. He said there is no legitimate government interest that this is a public safety issue. The aesthetic issue is subjective. Even though he is leaving the Council he will still be an advocate of citizens' rights.
Jeremy Thompson, 324 Milwaukee	Spoke regarding the Aggressive Ministries school drive; August 16 th at City Park. They will pass out supplies. In prior years the city has donated space at the park. Requesting a waiver of fees for the use of City Park.
Bill White, 119 Alder North	The City needs evacuation plans due to oil tankers rolling through Pacific.
Gerald McBreen, Poet Laureate	Read the new March poem.
Audrey Cruickshank,	Lived in Pacific 70 years; some people don't have room in yards to put motor homes
Debbie Glandon, 109 Pacific	Has moved her travel trailer. Everyone is subject to the rules. Would have appreciated more notice that deadline was not being enforced.

REPORTS

MAYOR

Mayor Guier was not in attendance.

FINANCE

Director Richard Gould reported:

- A notice will go out to the public regarding rate increases that will begin in April
- The first quarter financial report will be ready in mid-late April
- State auditor's exit conference will be held sometime next week; likely March 18.

COURT

Court Administrator Kelly Rydberg was absent from the meeting but Mayor Pro Tem Jones advised that the Court reports were in the packet.

PUBLIC SAFETY DEPARTMENT

Public Safety Director John Calkins advised:

- February reports are provided in the Council packet
- Sgt. Bos and Director Calkins attended a leadership conference in Portland where they addressed risk in the workplace as well as risk in the field. He said the VRFA administration and deputy chief attended.

PUBLIC WORKS/COMMUNITY DEVELOPMENT DEPARTMENTS

Acting Public Works Director Ken Barnett reported:

- He met with the Army Corps of Engineers for updates on the river.

COMMUNITY/SENIOR/YOUTH SERVICES

Assistant Director Darcie Thach reported:

- Tickets are still available for the citizen appreciation dinner
- The Computer lab in the gym is available for use
- The Friday movie will be *The Dolly Sisters* at 2:00

COUNCIL

Council Member Hulsey noted a comment made by Director Barnett was in error. He requested that a letter be sent with a correction to his statement.

BOARDS AND COMMITTEES

Finance

Mayor Pro Tem Jones stated a meeting will be held on March 11, 2014, at 6:30 p.m.

Governance

Council Member Knudtson advised:

- A date for the next meeting will be set at the evening's meeting
- They are working on the motorhome ordinance.
- Further work is being done on the contract for professional legal services.

Human Services Committee

A meeting was held on March 6, 2014. Topics of discussion were:

- Citizen of the year and who would serve on the selection committee
- Requirements of nomination essays
- Code of conduct and improvements in behavior
- Spay and neuter clinic for pets of low income residents and seniors

Technology Committee

Director Gould reported:

The committee met on March 6 with Auburn IT. Topics discussed were:

- The proposed Interlocal Agreement with Auburn IT
- The new website format and its planned implementation in April
- Website hosting costs
- Auburn IT is sending over tablets to "test drive"

Park Board

Board Member Gary Nitschke advised that Chair Kate Hull is speaking with the Finance Director regarding finances for the parks. They are also working on Earth Day events

Planning Commission

Council Member Kave stated they are working on the Citizen Advisory Committee/Work Group. Many people are interested in participating

VRFA

The next VRFA meeting will be held on March 11.

PUBLIC HEARING: Seeking public input regarding Ordinance No. 14-1855, Interim Zoning Ordinance relating to recreational and medical use of marijuana

Mayor Pro Tem Jones opened the public hearing at 6:53 p.m.

Planner Paula Wiech read the title of the ordinance into record.

Speaking before Council:

Doug Steinhour	Ban should be retroactive
Jason Huttow	Rents building from Steinhour; please put some urgency behind establishing a permanent ordinance
Matthew Devorie	Would like to extend his willingness to Council to help make informed decision
James Dusek, 898 Valentine SE	Received license from state on 03/06/14; Wants to be a good business community member; Please reconsider the ban
Tom Bates	If any information wanted he's willing to help; look at I-502 and read documents, there's more scrutiny through the state system
Don Thomson, 416 2 nd Ave SE	Sister with MS, helps her but people abuse it; concern is why people want to set up shop in Pacific and why they spent all the money before getting a license; Doesn't think the Police Department has enough capability to deal with potential problems
Gary Nitschke	People have spoken against it; take it easy on the Council, they're just doing their job.
Autumn, 898 Valentine	Have complied by the rules put in place by the LCB before the application process

Mayor Pro Tem Jones closed the public hearing at 7:10 p.m.

OLD BUSINESS

None

NEW BUSINESS

A. Resolution No. 2014-129: Accepting a donation from South End Coalition for the Senior Center in the amount of \$500.00

Community Services Assistant Director Darcie Thach advised that the South End Coalition donated \$500 to the Senior Center.

COUNCIL MEMBER HULSEY MOVED to accept the \$500 donation of behalf of the Pacific Algona Senior Center. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

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

The motion carried 7-0.

B. Resolution No. 14-115: Authorizing the Mayor to issue a Request for Proposal in order to secure a contract for professional legal services.

Council Member Knudtson briefly outlined the RFP process for professional legal services.

After discussion, **COUNCIL MEMBER WALKER MOVED** to adopt Resolution No. 14-115 authorizing the Mayor to issue a request for proposals for a professional legal services contract. Seconded by Council Member Kave.

Roll Call vote was taken resulting as follows:

Ayes: Hulseley, Jones, Kave, Knudtson, Putnam, Steiger, and Walker

The motion carried 7-0.

C. Resolution No. 14-122: Authorizing the execution of a contract with King County I-Net for internet service for the City of Pacific

City Clerk Amy Stevenson-Ness City Engineer advised that King County I-Net has presented a new agreement for adoption. Auburn IT has reviewed the agreement and advises that for Pacific, there are no substantive changes for our service or cost.

COUNCIL MEMBER HULSEY MOVED to adopt Resolution No. 14-122 authorizing the mayor to execute a contract with King County Institutional Network for internet services through March 31, 2017, in the amount of \$375 per month for a three-year term. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

Ayes: Hulseley, Jones, Kave, Knudtson, Putnam, Steiger, and Walker

The motion carried 7-0.

D. Resolution No. 14-123: Authorizing the execution of an agreement with the City of Auburn for decant services for the Vector Truck

Acting Public Works Director Ken Barnett advised that the current decant agreement with the City of Auburn has expired. The City of Auburn has agreed to terms of the agreement that are the same as the last agreement signed. The contract is for a three-year term from January 1, 2014 to December 16, 2016.

COUNCIL MEMBER PUTNAM MOVED to adopt Resolution No. 14-123 authorizing the mayor to sign the decant agreement with the City of Auburn. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Hulseley, Jones, Kave, Knudtson, Putnam, Steiger, and Walker

The motion carried 7-0.

E. Resolution No. 14-124: Authorizing the purchase of an equipment trailer for the Public Works Department in the amount of \$6,568.26.

Director Barnett advised that there is a need to purchase an equipment trailer to haul City equipment. The quoted cost of the trailer is \$6,568.26.

COUNCIL MEMBER KAVE MOVED to approve the purchase of an equipment trailer for the City Public Works Department in the amount of \$6,568.26. Seconded by Council Member Walker.

Voice vote was taken and the motion carried 7-0.

F. Resolution No. 14-127: Authorizing the purchase of a mini-excavator for the Public Works Department in the amount of \$77,685.79.

Director Barnett stated that the City has a need for a mini excavator. The mini excavator is more practical for ditching and for most utility repairs the Public Works crew performs.

COUNCIL MEMBER KAVE MOVED to adopt Resolution No. 14-127, authorizing the purchase of a mini excavator, in the amount of \$77,685.79, for the City Public Works Department. Seconded by Council Member Knudtson.

Roll Call vote was taken resulting as follows:

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

The motion carried 7-0.

G. Resolution No. 14-126: Authorizing the execution of an agreement with Olympic Environmental Resources to assist the City of Pacific with grant administration and reimbursement requests.

Director Barnett advised Council that Olympic Environmental Resources has been the contractor for logistics, operations and reporting requirements for the previous collection and education events that have been successful.

COUNCIL MEMBER HULSEY MOVED to adopt Resolution No. 14-126 authorizing an agreement with Olympic Environmental Resources for implementing 2014 recycling projects. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

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

The motion carried 7-0.

H. Resolution No. 14-125: Approving a development agreement for property owned by Gordon Pacific, LLC, to finalize the right-of-way acquisition for the Stewart Road project.

Director Barnett stated that the City has been working to construct needed improvements to the Stewart Road corridor. This agreement approves the long term development plans for Gordon Pacific and purchase of the needed right-of-way. This agreement will allow the City to finalize the right-of-way acquisition for the Stewart Road Project.

COUNCIL MEMBER PUTNAM MOVED to approve Resolution No. 2014-1258 approving a development agreement for property owned by Gordon Pacific, LLC North of Stewart Road at Thornton Avenue SW. Seconded by Council Member Knudtson.

Roll Call vote was taken resulting as follows:

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

The motion carried 7-0.

I. **Ordinance No. 14-1858:** Adopting Ordinance No. 14-1858 creating PMC chapter 13.24 relating to street assessment reimbursement agreements for transportation system improvements.

Director Barnett advised Council the City desires to make street improvements without developer induced participation and needs to establish procedures for recouping the costs associated with the initial City investment. This ordinance would mirror language currently in place for water and sewer project for recouping street project investments

COUNCIL MEMBER KAVE MOVED to approve Ordinance No. 14-1858 Creating Pacific Municipal Code Chapter 13.24 relating to street assessment reimbursement agreements for transportation system improvements. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

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

The motion carried 7-0.

CONSENT AGENDA

- A. Payroll and Voucher Approval
- B. Approval of the minutes from the February 18, 2014 workshop.

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

ADJOURN

Mayor Guier adjourned the meeting at 8:11 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Workshop
Monday, March 17, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

STAFF PRESENT

Acting Public Works Director Ken Barnett, Finance Director Richard Gould; Senior Services Assistant Director Darcie Thach, Planner Paula Wiech, Lt. Edwin Massey, Evidence Technician Samantha Zinsli and Finance Technician II Angelica Solvang.

ADDITIONS TO/APPROVAL OF AGENDA

Acting Public Works Director Ken Barnett added a discussion on Ordinance No. 2014-1855 concerning adopted findings and fact medical marijuana zoning. The item was added as Item A.

Council member Hulsey added a discussion on draft Ordinance No. 14-1857 under Item G.

Council member Kave added a discussion on a proposed work plan for determining the feasibility of allowing the production, distribution and retail sales of marijuana under Item H.

The amended agenda was approved unanimously by Council.

AGENDA ITEMS

A. Discussion: AB 14-055, Ordinance No. 2014-1860: Finding Of Fact on Interim Zoning Relating to the Recreational and Medical Use of Marijuana

Associate Planner Paula Wiech advised Council that Ordinance No. 2014-1855 on February 3, 2014 on interim zoning concerning the regulation on marijuana uses. When an ordinance is adopted there are actions that precede it. Staff was directed to perform a SEPA review, hold a public hearing and establish a Findings of Fact. Because the ordinance was adopted before the SEPA and public hearing the city needs to adopt an additional ordinance for the Findings of Fact.

Direction by consensus of Council: Move forward to the meeting on March 24, 2014.

B. Discussion: AB 14-050, Resolution No. 2014-130: Youth Services Program Donation

Senior Services Assistant Director Darcie Thach advised Council that the city has received two anonymous \$500 donations for the Youth Services Program.

Direction by consensus of Council: Move forward to the meeting on March 24, 2014.

C. Discussion: AB 14-051: Ordinance No. 2014-1859: Formation of Street Assessment Reimbursement Area

Acting Public Works Director Ken Barnett advised Council that the ordinance establishes a reimbursement area and assessments for the Stewart Road/Thornton Avenue intersection.

Council adopted an ordinance allowing staff to form this. This is the latecomers deal. First is the ordinance and the 2nd is setting the date of the public hearing.

Direction by consensus of Council: Move forward to the meeting on April 14, 2014.

D. Discussion: AB 14-052: Resolution No. 2014-131 Setting a Public Hearing for the formation of a Street Assessment Reimbursement Area (SARA)

Acting Public Works Director Ken Barnett advised Council that a public hearing must be held prior to the formation of a SARA.

Direction by consensus of Council: Move forward to the meeting on March 24, 2014.

E. Discussion: AB14-053: Resolution No. 2014-132 Evidence Software Program

Evidence Custodian Samantha Zinsli advised Council that the evidence program is in need of software to control, maintain and release evidence. She provided information regarding the chosen program, File On Q, in the amount of \$8205.00

Direction by consensus of Council: Move forward to the meeting on March 24, 2014.

F. Discussion: AB 14-054: AWC Drug and Alcohol Testing Consortium 2014 Annual Membership and Random Testing Fee

Acting Public Works Director Ken Barnett advised that the CDL drivers were in a consortium and this continues the required federal drug testing.

Direction by consensus of Council: Move forward to the meeting on March 24, 2014.

G. Discussion: Ordinance No. 14-1857

Council member Hulseby states the ordinance was sent back to the governance committee who met last week. The new verbiage that was added to the draft ordinance was read to the Council and Mayor.

Direction by consensus of Council: Council member Hulseby will continue to work on the language for the ordinance.

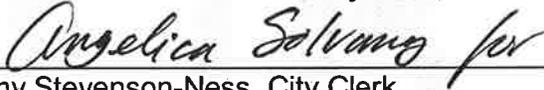
H. Discussion: Marijuana Work Plan

Council member Kave presented the proposed work plan for determining the feasibility of allowing the production, distribution and retail sales of marijuana for discussion. He would like council to review and forward concerns to the work group. The work group is not making recommendations; they are only collecting the facts and presenting them to council. The work group will have answers to the concerns and will have all the codes referenced with a list of pros and cons in order for council to make a solid decision. The Planning Commission will draft language for an ordinance.

Mayor Guier expressed appreciation to council member Kave for taking the lead on this issue.

ADJOURN

Council President Putnam adjourned the workshop at 7:29 p.m.



Amy Stevenson-Ness, City Clerk

