



**PACIFIC CITY COUNCIL AGENDA**  
**Council Chambers - City Hall, 100 3<sup>rd</sup> Ave. SE**

**May 19, 2014**  
**Monday**

**Workshop**  
**6:30 p.m.**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL OF COUNCIL MEMBERS**
3. **ADDITIONS TO/APPROVAL OF AGENDA**
4. **DISCUSSION ITEMS**
  - A. **AB 14-090: Resolution No. 2014-156:** Adjustments and waivers of penalties and interest for unpaid water and sewer service (Richard Gould) (10 min.)
  - B. **AB 14-091: Resolution No. 2014-157:** Approving job descriptions of City Administrator, Public Works Manager, and Community Development Manager. (Richard Gould) (10 min.)
  - C. **AB 14-092: Discussion Regarding Council Committees** (Amy Stevenson-Ness) (10 min)
  - D. **AB 14-093: Resolution No. 2014-158:** CDBG Grant for Senior Center Improvements (Darcie Thach) (5 min.)
  - E. **AB 14-094: Resolution No. 2014-159:** Approval of MOU for Summer Youth Lunch Worker (Darcie Thach) (5 min.)
  - F. **AB 14-095: Resolution No. 2014-160:** Accepting the Emergency Management Performance Grant in the amount of \$12,637. (John Calkins) (5 min.)
  - G. **AB 14-096: Resolution No. 2014-161:** Approval of MOU for Public Works Seasonal Maintenance Workers (Ken Barnett) (5 min.)
  - H. **AB 14-097: Resolution No. 2014-162:** CDL Drug and Alcohol Testing Policy (Ken Barnett) (5 min.)
  - I. **AB 14-098: Resolution No. 2014-163:** Setting Six-Year TIP Public Hearing (Ken Barnett) (5 min.)
  - J. **AB 14-099: Resolution No. 2014-164:** Gordon Purchase and Sale Agreement (Ken Barnett) (5 min.)
  - K. **AB 14-100: Resolution No. 2014-165:** PSE/Intolight Valentine Agreement (Ken Barnett) (5 min.)
  - L. **AB 14-101: Resolution No. 2014-166:** Interlocal Agreement with Pierce County for street striping. (Ken Barnett) (5 min.)
  - M. **AB 14-102: Ordinance No. 1862:** Adopting City Fire, Building, Plumbing Codes (Ken Barnett) (5 min.)
  - N. **AB 14-103: Resolution No. 2014-167:** Authorizing payment in the amount of \$2,500 for a Puget Sound Energy easement on property owned by Miles Sand & Gravel Company. (Ken Barnett) (10 min.)

- O. **AB 14-104: Resolution No. 2014-168:** Accepting the King County Solid Waste Grant in the amount of \$10,000. (5 min.)  
(Ken Barnett)
- P. **AB 14-105: Resolution No. 2014-169:** PSE Consent Agreement (5 min.)  
(Ken Barnett)
- Q. **AB 14-106: Resolution No. 2014-170:** Parametrix Survey Contract (5 min.)  
(Ken Barnett)
- R. **AB 14-107: Resolution No. 2014-171:** Puget Sound Energy Valentine Relocation Agreement  
(Ken Barnett)

5. **ADJOURN**

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

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

Meeting materials are available on the City's website at: [www.cityofpacific.com](http://www.cityofpacific.com) or by contacting the City Clerk's office at (253) 929-1105.

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



**Agenda Bill No. 14-090**

**TO:** Mayor Guier and City Council Members

**FROM:** Richard A. Gould, Finance Director

**MEETING DATE:** May 19, 2014

**SUBJECT:** Resolution relating to adjustments and waivers of penalties and interest for unpaid water and sewer service, delegating authority to the Finance Director to adjust or waive such penalties and interest under an established procedure, and only under very limited circumstances.

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**ATTACHMENTS:**

- Resolution No. 2014-156
- Ordinance No. 1767 (modifying remission of charges and other appropriate city and state codes).

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**Previous Council Review Date:**

**Summary:** Due to the recent influx of utility customers requesting fee waivers of Council, staff has researched the root cause. A poor economic climate leading to an increase of foreclosures combined with prior administrations' lack of follow through on liens and utility shutoffs has created unique and sometimes overly large past due balances. Staff is proposing that the City Council put in place a policy which allows for the Finance Director to waive certain late fees and interest when the City did not properly follow up on customer disconnection requests or other related follow-through facilitated problems.

**Recommendation/Action:** Staff recommends the Council move this item forward to the May 27, 2014, regular meeting for approval.

**Motion for Consideration:** I move to approve Resolution number 2014-156 allowing the City to waive late charges and allows the City to not shut off service, place a lien against property, and pursue collection under certain circumstances, where a customer adheres to a payment plan approved by the Finance Director.

**Budget Impact:** a small increase to staff time can be expected but this will be managed so as to not negatively impact the encumbered budget.

**Alternatives:**

**AGENDA ITEM NO. 4A**

RESOLUTION NO. 2014-156

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO ADJUSTMENTS AND WAIVERS OF PENALTIES AND INTEREST FOR UNPAID WATER AND SEWER SERVICE, DELEGATING AUTHORITY TO THE FINANCE DIRECTOR TO ADJUST OR WAIVE SUCH PENALTIES AND INTEREST UNDER AN ESTABLISHED PROCEDURE, AND ONLY UNDER VERY LIMITED CIRCUMSTANCES.

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WHEREAS, the City has the authority to impose water and sewer fees for service based on a number of factors identified in state law (RCW 35.92.020(2), RCW 35.67.190) as well as other “factors that present a reasonable difference as a ground for distinction (RCW 35.92.020(2)(h), RCW 35.67.190(8)); and

WHEREAS, as a method for enforcing water and sewer fees for service, the City has a lien for delinquent, unpaid fees, penalties and interest (RCW 35.67.200) or it may shut off water service (RCW 35.67.290); and

WHEREAS, the City may bring an action in court to foreclose such liens (RCW 35.67.230); and

WHEREAS, in a foreclosure action, the City may ask the Court to award it all delinquent, unpaid fees, penalties, interest, costs and reimbursement for the City’s reasonable attorneys’ fees (RCW 35.67.250); and

WHEREAS, foreclosure actions involve the expenditure of staff and attorney time that may cause inconvenience to the City, as well as expenses that may not be reimbursed in the court action; and

WHEREAS, the City desires to adopt a procedure to administratively adjust or dismiss water and sewer penalties and interest under certain limited circumstances;  
NOW, THEREFORE,

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

Section 1. General. The City has established fees and charges for water and sewer service which it applies on a uniform basis and the payment of its rates, fees and charges are required by law to reflect the cost of service. The City allows the waiving of late charges and allows the City to not shut off service, place a lien against property, and pursue collection under certain circumstances, where a customer adheres to a payment plan approved by the Finance Director. The cost-efficient and fair administration of such fees and charges and timely response to City customers is facilitated by delegating to the Finance Director the authority to adjust certain fees or to dismiss the same under the very limited circumstances below:

A. Applications to either dismiss or adjust fees or charges shall be referred to the Finance Director for investigation.

B. The Finance Director shall make a written report regarding the application for adjustment after completing his/her investigation.

C. The Finance Director may make adjustments and write-off fees or charges where investigation reveals that a fee or charge was erroneously imposed by the City. In addition, the Finance Director is authorized to reduce penalties or interest on delinquent fees, based on the policies underlying the adoption of the fee, penalty or interest for the conduct in question, and any mitigating circumstances presented by the applicant. A copy of the Director's decision shall be provided to the customer.

D. A written report of all said adjustments and write-offs shall be presented to the City Council on the next Consent Agenda for informational purposes.

Section 2. Effective Date. This Resolution shall be effective immediately upon passage.

PASSED by the City Council of the City of Pacific and attested by the City Clerk in authentication of such passage on this 27<sup>th</sup> day of May, 2014.

APPROVED by the Mayor this 27<sup>th</sup> day of May, 2014.

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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Office of the City Attorney



CITY OF PACIFIC  
WASHINGTON

ORDINANCE NO. 1767

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, AMENDING THE PACIFIC MUNICIPAL CODE SECTIONS 14.48.100 SEWER BILLING TO MODIFY THE VACANT BUILDING EXEMPTION DEFINITION AND SECTION 14.64.040 WATER TO MODIFY REMISSION OF CHARGES REQUIREMENTS**

**WHEREAS**, the City Council recognizes that there are fixed costs of maintaining the water and sewer systems available to serve developed but vacant properties and intends to better capture those costs and assure that all properties pay their share of fixed costs; and

**WHEREAS**, the City Council recognizes that utility availability also provides benefit and enhanced value from the availability of its water and sewer utility services; and

**WHEREAS**, the City Council recognizes that remission of charges may be desired by property owners and intends to define and clarify the conditions of such remission of charges including the resultant costs to the property owner;

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

(repealed language is noted by strike through and new language is in **bold**)

Section 1. PMC 14.48.100 (relating to sewer) is amended as follows:

**14.48.100 Vacant building exemption.**

Any dwelling which is vacant and certified unoccupied by the owner thereof and is reported by the utilities supervisor to be disconnected from the city water system is exempt from periodic sewer service charges. **Disconnection is defined as having the water meter removed from the property and requires that, prior to re-establishment of water service, the payment of a water connection charge as currently specified in city resolution be made. If a property has been exempted from periodic sewer services under this section, prior to re-establishment of sewer service, payment of the sewer connection charge, as currently specified in city resolution, is required. Exemption will be effective beginning the first of the month following water meter removal.** This section is in no way intended to exempt any property from its proper sewer assessment. (Ord. 964 § 1, 1985).

Section 2 PMC 14.64.040 (relating to Water- Changed or Interrupted Service) is amended as follows:

**14.64.040 Remission of charges when premises vacant.**

~~Remission of charges prorated from the day the service is shut off for periods of a duration of one-half month or more may be allowed for premises vacant for such period; provided, that notice in writing of such vacancy shall have been given to the water department on the day when such premises first became vacant. When service is discontinued on or prior to the fifteenth day of the month, service will be charged for one-half month. When such discontinuance occurs on or later than the sixteenth day of the month, service will be charged for such entire month. When resumption of such service is desired, a charge of \$5.00 shall be made in addition to the regular charge for service. (Ord. 994 § 23, 1986).~~

**14.64.041 Remission of charges when premises vacant**

**Remission of monthly water service charges requires disconnection of property from the city water system. Disconnection is defined as having the water meter removed from the property and requires that, prior to re-establishment of water service, the payment of a water connection charge as currently specified in city resolution. Remission will become effective beginning the first of the month following water meter removal.**

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 jurisdictions, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

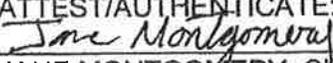
Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEROF ON THE 12<sup>TH</sup> DAY OF JULY, 2010.

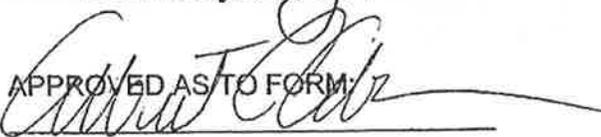
CITY OF PACIFIC

  
RICHARD HILDRETH, MAYOR

ATTEST/AUTHENTICATE:

  
JANE MONTGOMERY, CITY CLERK

APPROVED AS TO FORM:

  
ALBERT A. ABUAN, CITY ATTORNEY

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## Chapter 14.01 UTILITY BILLING

### Sections:

**14.01.010** City utility billing procedure.

#### **14.01.010 City utility billing procedure.**

A. City water, sanitary sewer, stormwater and garbage charges shall be billed on a monthly basis on a combined statement to the property owner. The property owner shall be responsible for payment of the utility bill.

B. Utility bills are due upon receipt and become delinquent after the last business day of the month after the billing date. If the utility charges are not paid by the last business day of the month, a 10 percent delinquency charge shall be added to the unpaid bill.

C. The finance department shall mail a delinquency notice to each delinquent customer at the customer's billing address and, as required by RCW 35.21.217, to the physical address of service, if that differs from the billing address, within 40 days after the billing date.

D. Within 10 days of delinquency, the finance department shall develop a list of such delinquencies.

E. In the event that any person, firm or corporation shall tender as payment for water, sanitary sewer, storm, and garbage charges an amount insufficient to pay in full all of the charges billed, the amount paid shall be applied in full in the following order: (1) penalties, (2) miscellaneous fees and charges, (3) taxes, (4) garbage, (5) storm, (6) sewer and (7) water. In the event of overpayment, the remaining balance shall be proportionally distributed among all utility funds.

F. If water or sewer charges remain unpaid on the forty-fifth day after billing, water to such delinquent premises is subject to shut-off by the city. In which case there will be a shutoff fee as established by city resolution added to the unpaid bill.

G. There shall be a fee as established by city resolution for both shutoff and reinstatement of water services.

H. All fees, fines or charges provided for in this section shall be paid to the finance department before the city may reinstate water service to any delinquent premises. Upon verification from the city's finance department, services shall be reinstated no later than closing of the next following business day. Customers requesting reinstatement of service after regular hours (7:30 a.m. to 4:00 p.m.) shall pay a fee as established by city resolution prior to reinstatement.

I. A nonrefundable administrative fee as established by city resolution shall be charged upon request for new service.

J. If utility charges remain unpaid for 120 days from original billing the property is subject to lien processes.

K. There shall be a charge as established by city resolution for checks returned for insufficient payment.

L. The city may, upon application by property owner, provide duplicate billing to tenants residing in the service address. The fee for this optional service shall be as established by city resolution and be included in the monthly utility bill.

M. In the event of a declared emergency pursuant to Chapter 2.76 PMC, the city council may modify or suspend, in whole or in part, the utility billing process specified in subsections A through M of this section; the terms and period of such suspension or modification may be designated by adopting a resolution; said resolution shall specify, at minimum, the terms and the period normal processes are modified or suspended and a description of the customer population to which the suspension or modification is applicable. (Ord. 1821 §§ 1 – 6, 2012; Ord. 1803 § 1, 2011; Ord. 1766 § 1, 2010; Ord. 1724 § 1, 2009; Ord. 1688 § 1, 2008; Ord. 1541 § 1, 2003; Ord. 1533 § 1, 2002).

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**The Pacific Municipal Code is current through Ordinance 1840, passed December 26, 2012.**

Disclaimer: The City Clerk's Office has the official version of the Pacific Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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**Chapter 14.64**  
**WATER – CHANGED OR INTERRUPTED SERVICE**

**Sections:**

- 14.64.010 Change in size or location of pipe – Renewal of abandoned service.
- 14.64.020 Disconnection of service – Request – Reconnection after shutoff.
- 14.64.030 Unauthorized turnon of water – Shutoff at main or removal of pipe.
- 14.64.040 Remission of charges when premises vacant.

**14.64.010 Change in size or location of pipe – Renewal of abandoned service.**

When new buildings are to be erected on the site of the old ones and it is desired to increase the size or change the location of the old service connection, or where a service connection to any premises is abandoned or no longer used for a period of five years, the superintendent shall cut out or remove such service connection, after which, should a service connection be required to the premises, a new service shall be placed only upon the owner making application and paying for a new tap in the regular manner. When service connection of any premises on a street comes from a main not in front of the premises, the superintendent shall, when a main is laid in front of the premises after notifying the owner or tenant thereof, transfer the service connection to the new main and at the same time cut out the old service connection. When a new main is laid in any street, owners of premises on the street, who are being supplied with city water from private main or a connection to a private service shall make application for tap and shall connect up with a separate service connection to the main in front of the premises. Such owners shall make payment for their pro rata share of the water main extension based on the footage of property fronting the new water main. A payment schedule shall be contracted with the finance director and such payment period shall not exceed 15 years. (Ord. 1604 § 1, 2005; Ord. 994 § 20, 1986).

**14.64.020 Disconnection of service – Request – Reconnection after shutoff.**

A. No owner of any premises connected with the city's water supply system shall disconnect the water on the premises without first filing in the office of the public works administrator/engineer written notice that the service of water to the premises is to be discontinued.

B. When water has been shut off from any premises upon written notice from the owner thereof, no person may again connect such premises with water except upon written notice filed with the office of the public works administrator/engineer. (Ord. 1341 § 1, 1997; Ord. 994 § 21, 1986).

**14.64.030 Unauthorized turnon of water – Shutoff at main or removal of pipe.**

A. When the city has shut off water from any premises for any cause, it shall be unlawful for any person to gain connect such premises with water without express authorization from the public works administrator/engineer.

B. When water has been shut off by the city for any cause, and turned on again or allowed or caused to be turned on by the owner without express authorization of

the public works administrator/engineer, no remission of charges will be made on account of the water having been shut off, and the owner will be assessed a fee as established by city resolution for the unauthorized turnon. The public works administrator/engineer may then shut off the water at the main, or remove a portion of the service connection in the street. There shall be a fee as established by city resolution for cutting out and for reinstating the water supply to the owner of the premises. (Ord. 1375 § 27, 1998; Ord. 1341 § 2, 1997; Ord. 994 § 22, 1986).

**14.64.040 Remission of charges when premises vacant.**

Remission of monthly water service charges requires disconnection of property from the city water system. "Disconnection" is defined as having the water meter removed from the property and requires that, prior to reestablishment of water service, the payment of a water connection charge as currently specified in city resolution. Remission will become effective beginning the first of the month following water meter removal. (Ord. 1767 § 2, 2010; Ord. 994 § 23, 1986).

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## Chapter 14.48 SEWER – BILLINGS<sup>1</sup>

**Sections:**

- 14.48.010 Notice.
- 14.48.015 *Repealed.*
- 14.48.020 Billing schedule.
- 14.48.025 *Repealed.*
- 14.48.030 *Repealed.*
- 14.48.040 Delinquency – Lien.
- 14.48.050 Reduced rates for low income senior citizens and/or low income disabled customers.
- 14.48.060 Exemption for nonhabitable dwellings.
- 14.48.080 Federal Water Pollution Control Act.
- 14.48.090 Exemptions.
- 14.48.100 Vacant building exemption.
- 14.48.110 Sewer leak adjustment on commercial accounts.
- 14.48.130 *Repealed.*

**14.48.010 Notice.**

Any person who has the care, custody, control or management of any premises or building, or who has control of the operation thereof or the collection of rentals therefrom, shall, for the purpose of Chapters 14.04 through 14.48 PMC, be deemed to be the agent of the owner of such premises or building, and the giving of all notice herein provided to that agent shall be deemed due notice to the owner. The mailing or delivery of bills for sewer service charges, permit fees, connection or trunkage charges, or other charges to that agent shall be deemed mailing or delivery to the owner. (Ord. 486 § 12.01, 1971).

**14.48.015 Rates designated.**

*Repealed by Ord. 1515. (Ord. 1485 § 1, 2000; Ord. 1431 § 1, 1999; Ord. 1276 § 1, 1995).*

**14.48.020 Billing schedule.**

A. Billings shall be made monthly to each unit to which sewer service is available. As for units in existence at the time sewer service becomes available to them, the first billing shall be made on the first day of the month after the expiration of 60 days from the mailing of the written notice from the city, pursuant to PMC 14.08.040 through 14.08.060, that such unit is required, within 30 days from the date of mailing that notice, to be connected to the sewer system, or on the first day of the second month after such connection, whichever event occurs first.

B. As for units constructed after the time sewer facilities have been constructed capable of serving such units, the first billing shall be made as soon after occupancy as possible, whether or not such unit is actually connected to the sewer system of the city. (Ord. 1533 § 3, 2002; Ord. 688 § 1, 1978; Ord. 532 § 2, 1974).

**14.48.025 Annual increase designated.**

*Repealed by Ord. 1494. (Ord. 1400 § 1, 1998).*

**14.48.030 Due date – Penalty and interest.**

*Repealed by Ord. 1533. (Ord. 1276 § 2, 1995; Ord. 642 § 1, 1977; Ord. 546, 1975; Ord. 491, 1971).*

**14.48.040 Delinquency – Lien.**

Charges for sewer service to properties to which such service is available become delinquent if not paid by the thirtieth day after the billing date. Charges, penalties and interest thereon become liens against such properties which may be enforced in the manner prescribed in Chapter 35.67 RCW. (Ord. 1276 § 3, 1995; Ord. 532 § 4, 1974).

**14.48.050 Reduced rates for low income senior citizens and/or low income disabled customers.**

Any full-time occupant responsible for the payment of a city sewer billing shall be granted a 15 percent discount from the otherwise applicable rate if the person is at least 62 years of age, and/or is 18 years of age or older and has been awarded in writing a 50 percent or higher disability rating from any state of Washington and/or federal agency/program, and meets the low-income guidelines as determined by the U.S. Department of Housing and Urban Development (HUD) for taxable household income and has properly filled out an application as required requesting such reduction. Staff is directed to establish and implement a review/re-application process to ensure the integrity of those accounts receiving the discount. (Ord. 1831 § 1, 2012; Ord. 1822 § 1, 2012; Ord. 1710 § 1, 2008; Ord. 1565 § 1, 2003; Ord. 1494 § 3, 2001; Ord. 1249 § 1, 1995; Ord. 834 § 1, 1981; Ord. 649 § 1, 1977).

**14.48.060 Exemption for nonhabitable dwellings.**

Any dwelling which is decided by the city council to be nonhabitable is exempt from the city's sewer charges. The owner of such a dwelling shall have the burden to petition and prove to the city council that his or her dwelling is nonhabitable and that it should be exempt from said sewer charges. This section is in no way intended to exempt any property from its proper sewer assessment. (Ord. 685 § 1, 1978).

**14.48.080 Federal Water Pollution Control Act.**

"FWPCA" means the Federal Water Pollution Control Act of 1956, PL 84-660, together with the amendments of 1966, 1972, as the same may be hereafter amended; Public Law 92-500 and all subsequent amendments thereto. Any additional charges thereafter imposed by "Metro" under the "Industrial Cost Recovery" or "Industrial Waste Surcharge" programs required under the FWPCA (PL 92-500, Section 204, or as the same may be amended hereafter) plus 15 percent thereof as an additional charge for the city's cost in implementing such programs. (Ord. 925 § 2, 1983).

**14.48.090 Exemptions.**

Whenever the use of water is such that a portion of the water used does not flow into the city sewer system but is lost by evaporation or use in irrigation, manufacturing or any other use, and the person in control provides proof of this fact, such person may apply for the installation of a separate sewer exempt meter to measure the amount of water so used or lost and no charge shall be made for sewage because of water so used or lost. A sewer exempt meter application will

be made in the same manner as a regular water meter installation. All sewer exempt meters shall be located at the proper line or adjacent to the regular meters; provided, however, an evaporation exemption may be granted to coin-operated and commercial laundries without the installation of a sub-meter. (Ord. 925 § 3, 1983).

**14.48.100 Vacant building exemption.**

Any dwelling which is vacant and certified unoccupied by the owner thereof and is reported by the utilities supervisor to be disconnected from the city water system is exempt from periodic sewer service charges. "Disconnection" is defined as having the water meter removed from the property and requires that, prior to reestablishment of water service, the payment of a water connection charge as currently specified in city resolution be made. If a property has been exempted from periodic sewer services under this section, prior to re-establishment of sewer service, payment of the sewer connection charge, as currently specified in city resolution, is required. Exemption will be effective beginning the first of the month following water meter removal. This section is in no way intended to exempt any property from its proper sewer assessment. (Ord. 1767 § 1, 2010; Ord. 964 § 1, 1985).

**14.48.110 Sewer leak adjustment on commercial accounts.**

In the event of a water leak or of failure of a private water system located on the private property of a nonresidential account that results in excess consumption, the city may in its discretion through administrative staff determination, provide for a sewer billing adjustment through a credit of 50 percent of the volume and rate above the average consumption. Average consumption is based on the account's actual consumption for the same period in the prior two years; in the event the account does not have two years' consumption history the city will use the city's average for a similar type account, e.g., restaurant, car wash. In no event will the adjustment be for more than two billing cycles. The adjustment will be considered only if the following conditions are met: (A) the adjustment is allowed no more than once every 24 months; (B) the city is notified of the leak or failure either by notice from the customer or from the city's own written notice to the property owner; and (C) the city requests verification of system or leak repair within 30 days of the notification. Verification of system or leak repair requires copies of repair invoices and/or receipts and confirmation by city staff that the repair is complete. (Ord. 1824 § 1, 2012; Ord. 1819 § 1, 2012; Ord. 1562 § 1, 2003; Ord. 1303 § 1, 1996).

**14.48.130 Annual increase designated.**

*Repealed by Ord. 1494. (Ord. 1289 § 1, 1996).*

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<sup>1</sup>For statutory provisions authorizing sewage liens, see RCW 35.67.200 et seq.; for authority to set rates, see RCW 35.67.020.

**RCW 35.67.200**  
**Sewerage lien — Authority.**

Cities and towns owning their own sewer systems shall have a lien for delinquent and unpaid rates and charges for sewer service, penalties levied pursuant to RCW 35.67.190, and connection charges, including interest thereon, against the premises to which such service has been furnished or is available, which lien shall be superior to all other liens and encumbrances except general taxes and local and special assessments. The city or town by ordinance may provide that delinquent charges shall bear interest at not exceeding eight percent per annum computed on a monthly basis: PROVIDED, That a city or town using the property tax system for utility billing may, by resolution or ordinance, adopt the alternative lien procedure as set forth in RCW 35.67.215.

[1991 c 36 § 2; 1965 c 7 § 35.67.200. Prior: 1959 c 90 § 4; prior: 1941 c 193 § 6, part; Rem. Supp. 1941 § 9354-9, part.]



RCWs > [Title 35](#) > [Chapter 35.67](#) > [Section 35.67.215](#)

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[35.67.210](#) << [35.67.215](#) >> [35.67.220](#)

**RCW 35.67.215**

**Sewerage lien — Extension of coverage.**

Any city or town may, by resolution or ordinance, provide that the sewerage lien shall be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor, in lieu of the provisions provided for in RCW [35.67.210](#).

[1991 c 36 § 3.]



CONFIDENTIAL

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**Agenda Bill No. 14-091**

**TO:** Mayor Guier and City Council Members

**FROM:** Richard A. Gould, Finance Director

**MEETING DATE:** May 19, 2014

**SUBJECT:** Resolution to approve the job descriptions of City Administrator, Community Development Manager, and Public Works Manager.

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**ATTACHMENTS:**

- Job Descriptions for the City Administrator, Community Development Manager, and Public Works Manager.
- Proposed amended 2014 salary schedule and corresponding organizational chart.
- Resolution No. 2014-157

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**Previous Council Review Date:**

**Summary:** At the Council Retreat on May 3<sup>rd</sup>, Mayor Guier presented the City Council with a proposed updated organizational chart that split the Public Works & Community Development position into two positions, a Community Development Manager and a Public Works Manager. The position of the City Administrator that was added is to be filled by the Finance Director as per City Code (Ordinance 1435). Projected budgetary changes will not exceed the Council approved 2014 budget.

**Recommendation/Action:** Staff recommends the Council move this item forward to the May 27, 2014, regular meeting for approval.

**Motion for Consideration:** I move to approve Resolution No. 2014-157 adding job descriptions for the City Administrator, Community Development Manager, and Public Works Manager positions.

**Budget Impact:** Staff projections show these changes to not exceed the appropriated budget for 2014.

**Alternatives:**



**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2014-157**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON, ADOPTING JOB DESCRIPTIONS FOR THE POSITIONS OF CITY  
ADMINISTRATOR,  
COMMUNITY DEVELOPMENT MANAGER AND PUBLIC WORKS MANAGER**

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**WHEREAS**, the City of Pacific currently has a job description for a Public Works & Community Development Director and is currently in the 2014 budget; and

**WHEREAS**, the City of Pacific has an ordinance (1435) which establishes the office of City Administrator and

**WHEREAS**, the City of Pacific Council has been presented by the Mayor with an amended 2014 Salary Schedule that includes a City Administrator position and splits the Public Works & Community Development position into a Community Development Manager and a Public Works Manager;

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

**Section 1.** The City Council of the City of Pacific adopts the Job Descriptions for the positions of City Administrator, Community Development Manager and Public Works Manager.

**PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON MAY 27, 2014.**

CITY OF PACIFIC

\_\_\_\_\_  
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

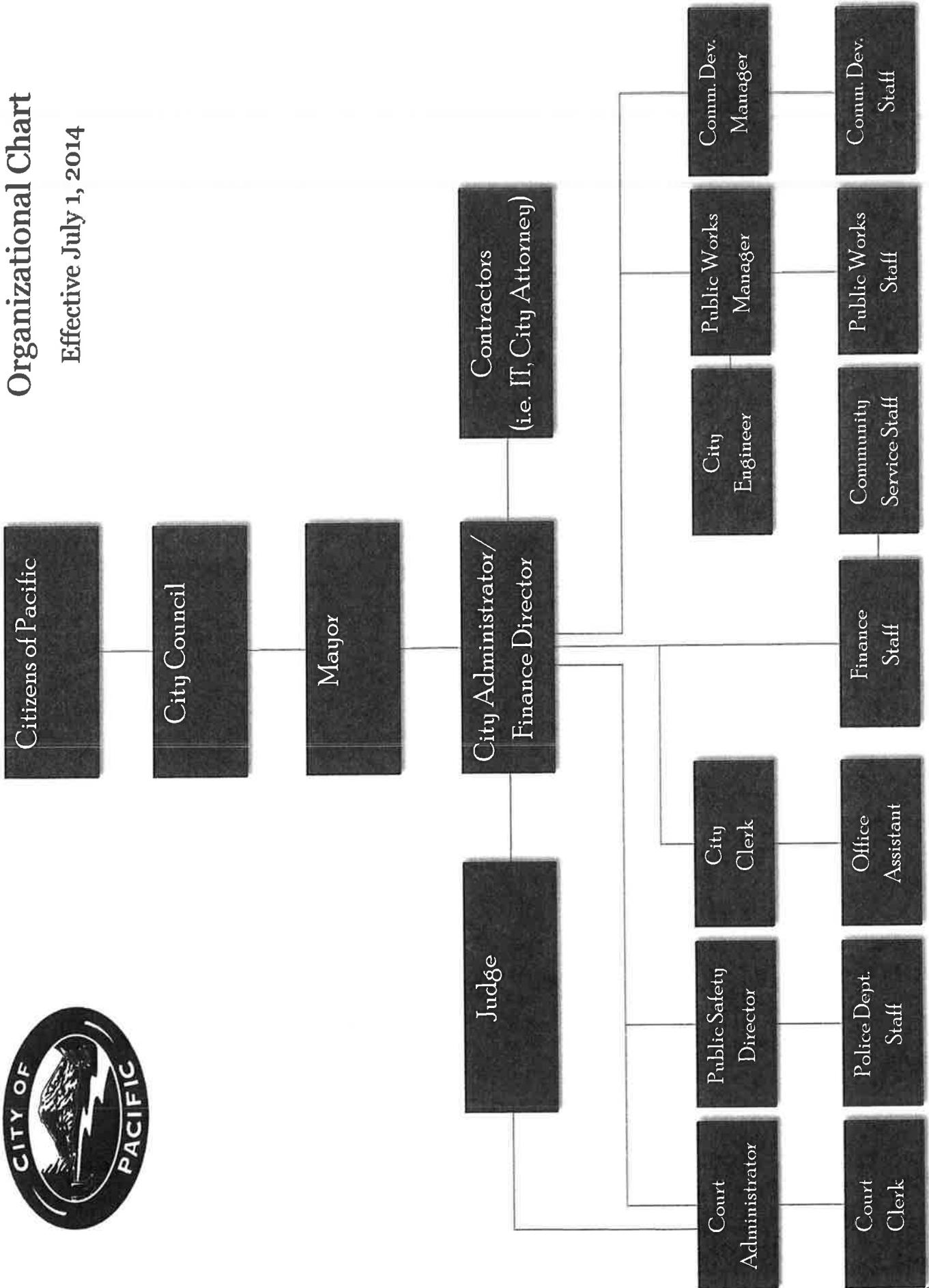
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CITY ATTORNEY'S OFFICE





# Organizational Chart

Effective July 1, 2014





**City of Pacific**

**Amended 2014 SALARY and Authorized FTE SCHEDULE**

Position	Full Time Equivalents** Number Authorized and Budgeted	Monthly Salary Range	
		Minimum	Maximum
Elected Mayor	1.0	750	750
Elected Council Member	7.0	200	200
<b>Total Elected Officials</b>	<b>8.0</b>		
Public Safety Director	1.0	8,333	9,024
Community Development Manager	1.0	5,441	7,000
City Engineer	0.5	8,250	9,000
Police Lieutenant	1.0	7,613	8,750
Finance Director /City Admin	1.0	6,934	9,000
Public Works Lead	1.0	4,491	5,206
Police Sergeant	1.0	6,592	7,500
Public Works Manager	1.0	5,441	7,000
Water/Stormwater Manager	1.0	4,360	5,054
Police Detective	1.0	5,500	7,150
City Clerk	1.0	4,693	6,000
Office Assistant	0.8	2,717	3,150
Court Administrator	1.0	4,293	5,271
Police Officer	1.0	4,412	6,250
Police Officer	1.0	4,412	6,250
Police Officer	1.0	4,412	6,250
Police Officer	1.0	4,233	5,919
Police Officer	1.0	4,412	6,250
Police Officer	1.0	4,412	6,250
Associate Planner	1.0	4,233	5,100
Building Inspector/Code Enforcement	1.0	4,360	5,250
Public Works	1.0	3,651	4,500
Public Works	1.0	3,651	4,500
Public Works	1.0	3,651	4,500
Public Works-I	1.0	3,441	4,233
Public Works-I	1.0	3,441	4,233
Permit Technician	0.8	3,651	4,500
Lead Finance Technician	1.0	3,651	4,233
Finance Technician II	1.0	3,545	4,110
Evidence Technician	1.0	3,545	4,110
Police Services Specialist II	1.0	3,545	4,233
Assistant Utility Billing Clerk	1.0	3,545	4,110
Court Clerk	1.0	3,545	4,110
Community Services Assistant	1.0	2,717	3,250
Community Services Assistant	0.8	2,717	3,150
Youth Services Coordinator	1.0	2,717	3,250
		<b>Hourly Rates</b>	
Correction Sergeant		21.09	21.09
Correction Officer		20.56	20.56
Correction Officer		20.56	20.56
Community Services Assistant		12.00	12.00
PW Seasonal maintenance (2)			15.67
<b>Total Authorized and Budgeted Staff</b>	<b>34.75</b>		
2014 Budgeted total of wages and benefits			3,212,247
Projected amended salary schedule wages and benefits			3,165,281
			46,966





## **Community Development Manager**

## **Lead Planner**

Department – Community Development

Reports to Mayor

### **Head Planner**

Classification Summary:

The primary function of an employee in this class is to perform technical planning work involving the research, review, analysis and coordination of rezoning, annexation, and general plan amendment related development requests, as well as architectural and site design analysis. This employee may develop, update and distribute population statistics and demographic information, and assist with Census-related matters. This employee presents findings and recommendations to staff, city planning commission, city council, and the public. An employee in this class may be assigned to related duties in the City's Planning and Development Department.

Essential Functions:

Essential Functions are not intended to be an exhaustive list of all responsibilities, duties and skills. They are intended to be accurate summaries of what the job classification involves and what is required to perform it. Employees are responsible for all other duties as assigned.

Performs technical planning functions including research, review, analysis, presentation, and coordination of rezoning, annexation, general plan amendment, development, use permit, variance, and related applications;

Reviews applications for compliance with city general plan, development policies, design codes;

Performs architectural and site design analysis;

Coordinates application review process with affected parties, including applicant, property owner, planning staff, architects and engineers, city regulatory and review bodies, and the public;

Maintains current case files on each application as assigned;

Prepares and presents written and oral reports to regulatory and hearing bodies, including planning staff findings and recommendations;

Maintains planning documents, planning and development codes, and related regulations for research, documentation, and public access;

Maintains land use and development data in GIS and uses GIS to analyze land uses and prepare maps,

## City of Pacific – Community Development Director – Head Planner

graphics, reports and related documents;

Develops and maintains a statistical reporting system; compiles, analyzes and interprets data to define environmental conditions, social, economic and housing trends, community needs and zoning problems.

Answers inquiries from and provides assistance to the public, by telephone and in person, regarding development and zoning projects and current city codes;

Provides information and assistance to other planning staff members, including subordinates;

Represents the City at public information and review meetings;

Provides information and recommendations for amendments on short-term and long-range planning issues and proposed revisions to the city general plans and development codes and policies;

Provides technical support and recommendations on neighborhood planning assignments including data gathering and community participation projects;

Performs all work consistent City policies, procedures, vision and values;

Works in a safe manner and reports unsafe activity and conditions. Follows City-wide safety policy and practices and adheres to responsibilities concerning safety prevention, reporting and monitoring as outlined in the City's Safety Handbook.

### Knowledge, Skills and Abilities:

#### Knowledge of:

Planning and zoning, economic development, and related principles, methodologies, processes, and practices;

City master plan and development documents, philosophy, processes, and goals;

City codes regulating development review and design standards, including public review and hearing processes;

Urban planning research methodology, including field inspections, computer and electronic searches, archive and file searches, personal interviews, and related research methods;

Principles and practices of development design and engineering, including architecture, engineering, landscape architecture, site design and development, traffic engineering and impacts, and land use compatibility;

Neighborhood planning techniques and processes including interpersonal skills necessary to create and implement plans;

Cartographic design and layout;

Computer software and applications related to land use and planning and development procedures.

#### Ability to:

Follow written and oral instructions;

Read and interpret city master plans, regulatory codes, technical and operational documents, reports, research material and information, blueprints, and maps;

Analyze applications and apply relevant regulatory ordinances and codes;

Operate and maintain a Geographical Information Systems (GIS) computer system;

Prepare and present oral, written, and graphic reports, documents, brochures and pamphlets, maps, and related planning and development documentation;

Operate standard office equipment including a personal computer using program applications

appropriate to assigned duties;  
Operate a motor vehicle;  
Communicate effectively and establish and maintain effective working relationships with the public, customers, citizen groups, and other employees.

Supervision Exercised:  
Supervisor over assistant planners.

Minimum Qualifications:  
Bachelor's Degree in Urban Planning, Public Administration, or a related field; and  
One (1) to three (3) years experience in planning or a related field; or  
Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Work Environment:  
The primary duties of this class are performed in a public office-building environment.

Essential Physical Abilities:  
Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions, use a telephone, and communicate with others;  
Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and review, evaluate, and prepare a variety of written documents, maps, and materials;  
Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate standard office equipment and computer systems and to make adjustments to equipment;  
Sufficient body flexibility and personal mobility, with or without reasonable accommodation, which permits the employee to work in an office setting and perform field inspections as required.

## **JOB DESCRIPTION**

### **Planning and Community Development Director**

#### **GENERAL PURPOSE**

Under general policy direction from the City Mayor, plans, organizes, directs and integrates the City's planning programs and services; and performs related work as assigned.

#### **DISTINGUISHING CHARACTERISTICS**

An incumbent in this class is a department head with responsibility for policy development, program planning, budget management, administration, and operational direction of the Planning and Community Development Department functions. The incumbent is responsible for accomplishing department objectives and goals within guidelines established by the City Council and City Manager.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

## City of Pacific – Community Development Director – Head Planner

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the class.

Plans, organizes, controls, integrates and evaluates the work of the Planning and Community Development Department; with the Principal Planner and staff, develops, implements and monitors long-term plans, goals and objectives focused on achieving the City's mission and Council priorities; directs the development of and monitors performance against the annual department budget and the City's Capital Improvement Plan budget; manages and directs the development, implementation and evaluation of plans, policies, systems and procedures to achieve annual goals, objectives and work standards.

Plans, organizes, directs and evaluates the performance of the Principal Planner, Senior Planner, and their assigned staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; makes decisions on compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the City's personnel rules and policies.

Provides leadership to develop and retain highly competent, public service-oriented staff through selection, compensation, training and day-to-day management practices that support the City's mission and values.

Represents the City and the department in Design Review Board, Planning Commission and City Council meetings; informs and advises these groups, as well as the City Manager, on local and regional community development, environmental and infrastructure planning issues.

Ensures the timely preparation of complete and accurate staff work for presentation to citizen committees, commissions and the City Council; performs research and analysis for presentations on special projects and community/planning issues.

Planning and Community Development Director Page 1 of 3 Interprets the department's codes, regulations, plans, policies and functions for elected and appointed boards, citizens, the business community and the public.

Coordinates and manages the City's contract with the County Building Department.

Assembles the necessary City and external consulting and volunteer resources to resolve a broad range of issues in current planning, advance planning, special local/regional planning projects, capital improvement projects and code enforcement programs.

Oversees the preparation of new City ordinances and the amendment of existing ordinances, the municipal code and the Community Plan; ensures conformance to City plans and regulations through code enforcement strategies; provides for appropriate protection of the City of Del Mar's natural resources and the preservation of the community's unique character.

Manages multiple capital improvement projects; coordinates CIP project activities with other City departments, retained engineers, and outside agencies and utilities.

Monitors national and state-wide developments in planning, economic and community development matters; evaluates their impact on City programs and operations; implements departmental process improvement where warranted; represents the City in regional conferences and other forums.

### **DESIRED MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

Theory, principles, practices and techniques of community development planning, building inspection, code enforcement, economic development, and related community development services; applicable federal, state and local laws, codes and regulations governing the administration of planning and community development; SEPA and NEPA regulations of community housing; principles and practices of public administration, including budgeting, purchasing and the maintenance of public records; organization and functions of an elected City Council and appointed boards and commissions; the Brown Act and other laws and regulations governing the conduct of public meetings; the City's personnel rules and policies, principles and practices of management and supervision.

#### **Ability to:**

Plan, direct and integrate broad, comprehensive planning and community development programs and services; analyze complex planning and community development issues and problems,

evaluate alternative solutions and develop sound conclusions, recommendations and courses of action; present proposals and recommendations clearly and logically in public meetings; understand, interpret, explain and apply local, state and federal law and regulations governing land use planning and community development; evaluate management practices and adopt effective courses of action; develop clear, concise and comprehensive technical reports, correspondence and other written materials; exercise sound, expert independent judgment within general policy guidelines; establish and maintain effective working relationships with the City Council, Planning Commission, DRB, other commissions and boards, officials, staff, private and community organizations, developers and others encountered in the course of the work.

**Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with major course work in public or business administration, city or Planning and Community Development Director Planning and Community Development Director regional planning, law, or a closely related field; and at least eight years of progressively responsible management and administrative experience in municipal planning and development, at least three of which were at a managerial level; or an equivalent combination of training and experience.

**Licenses; Certificates; Special Requirements:**

A valid Washington driver's license.

**PHYSICAL AND MENTAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Physical Demands:**

While performing the duties of this job, the employee is regularly required to sit; talk and hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms.

Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

**Mental Demands:**

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; observe and interpret situations; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions; the noise level is usually quiet.





<b>Job Descriptions</b> <b>City of Pacific</b>		
<b>Index:</b> <b>600-004</b>	<b>Title:</b> <b>Public Works</b>	<b>Effective Date:</b>

**Manager of Public Works**

**Department: Public Works**

Reports to: Mayor

Salary Range:

**GENERAL PURPOSE**

To plan, direct, manage and oversee the activities and operations of the Public Works Department which includes Engineering, Planning and Permitting, and Utility Maintenance Division. Acts as Building Official and Code Enforcement officer. Manager to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the Mayor.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general administrative direction from the Mayor.

Exercises direct supervision over Crew Lead and contractors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** *essential duties may include, but are not limited to the following:*

Assume full management responsibility for all Public Works Department services and activities, including engineering, maintenance services and utilities; recommend and administer policies and procedures.

Plan, direct and coordinate, through the Crew Lead, the Public Works Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.

Maintains the integrity, professionalism, values and goals of the City of Pacific by assuring that all rules and regulations are followed, and that accountability and public trust are preserved.

Coordinate with Police and Fire on Code Enforcement issues; further, works with the Police Department in emergency situations by deploying crews for weather, traffic control and flooding issues.

Manage the development and implementation of Public Works Department goals, objectives, policies and priorities for each assigned service area.

Advise the Mayor on technical and procedural issues regarding service delivery budget, funding and policy alternatives; ensure that the policies are carried out in an efficient, cost-effective manner. Oversees and approve all purchasing activities of the Roads, Facilities and Parks Departments; recommend vehicle and equipment purchases to the Mayor and City Council.

Coordinate the assignments of Planner, Building Official, Permit Technician, Engineer, consultants and administrative services.

Responsible for Plan reviews, building permit final approval and inspections of issued permits.

Oversee and participate in the development and administration of the Public Works Department budget; forecast funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.

Discusses timelines and project specifications with subordinate supervisors and/or other departments.

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering, public works maintenance and utilities; provide interpretation of codes, ordinances, specifications and City policies to citizens.

As directed by the Mayor, represent the Public Works Department to other City departments, elected officials and outside agencies; coordinate Public Works Department activities with those of other departments and outside agencies and organizations.

Perform related duties and responsibilities as required.

## QUALIFICATIONS

### Knowledge of

Operations, services and activities of a comprehensive public works program.  
Principles and practices of civil engineering.  
Principles and practices of public administration and municipal public works.  
Principles and practices of program development and administration.  
Principles and practices of municipal budget preparation and administration.  
Principles of supervision, training and performance evaluation.  
Principles of business letter writing and basic report preparation.  
Pertinent federal, state and local laws, codes and regulations.  
Modern office procedures, methods and computer equipment.  
Basic accounting and bookkeeping procedures.

### Ability to

Plan, organize, direct and coordinate the work of lower level staff.

Coordinate with Human Resources and the Mayor for the selection of crew and staff; supervise, train and evaluate staff.

Delegate authority and responsibility.

Lead and direct the operations, services and activities of a public works maintenance and work with City Engineer.

Interpret and apply civil engineering standards, requirements and specifications.

Identify and respond to community and City Council issues, concerns and needs.

Develop and administer departmental goals, objectives, and procedures.

Prepare clear and concise administrative and financial reports.

Assist and coordinate grant applications for Public Works projects.

Prepare and administer large and complex budgets.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; facilitate problem-solving in a group setting.

Interpret and apply federal, state and local policies, laws and regulations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Maintain effective audio/visual discrimination and perception to the degree necessary for the successful performance of assigned duties.

Maintain mental capacity, which allows the capability of making sound decisions and demonstrating intellectual capabilities.

Maintain physical condition appropriate to the performance of assigned duties and responsibilities.

#### DESIRED MINIMUM QUALIFICATIONS

Four years of increasingly responsible public infrastructure experience plus two years of administrative and supervisory responsibility.

ICC Building Inspector Certification.

NEMS Training.

Equivalent to a Bachelors degree from an accredited college or university with major course works in engineering, public administration or a related field. Work experience can be substituted in place of degree.



# CITY OF PACIFIC

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## JOB DESCRIPTION

Job Title: City Administrator  
Job Code: N/A

Department: Finance

Reports to: Mayor

Effective date: 01/01/05

### **Major Function and Purpose**

The position of City Administrator is a full-time, FLSA-Civil Service exempt management position which reports directly to the Mayor of the City. This position is appointed by the Mayor. Employment is at will. Individual holding this position must be bondable. The City Administrator assists in supervising the City's department heads and assists in managing the City government on behalf of the Mayor to implement City Council policies and goals. The individual serving in this position provides advice and counsel to the Mayor and department heads concerning fiscal and administrative alternatives and options.

### **General Function**

This is specialized work for a municipal government, which requires the ability to exercise independent judgment, initiative and discretion based upon knowledge of administrative and legislative policies, as well as the policies and ordinances of the City of Pacific. The City Administrator makes reports to, and as required by, the Mayor and the City Council. The City Administrator also completes projects and accepts additional responsibilities as directed by the Mayor.

### **Supervision Responsibilities**

The City Administrator assists in supervising the activities of all subordinate personnel. Supervision techniques encompass a broad range of interaction with all levels of employees and includes responsibility to assign priorities, assign specific tasks, review work performed or produced by subordinate staff, direct work activities of subordinate staff.

### **Job Duties and Responsibilities**

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any

other job-related instructions and to perform any other job-related duties requested by the Mayor. Specific duties and responsibilities include, but are not limited to:

- Provide a preliminary budget proposal to the Mayor and City Council each fiscal year
- Keep the Mayor fully informed of the financial condition of the City, to include anticipated future needs
- Utilize financial and administrative expertise to perform analysis and provide special reports to the Mayor to facilitate decision-making
- Provide advice and guidance with respect to any issue affecting the business or the well-being of the City. Participate in related committee work or prepare special projects to accomplish same
- Prepare administrative or financial reports for the Mayor
- Make recommendations to the Mayor regarding adoption of such financial measures as may be deemed appropriate or expedient
- Assist in supervising duties of the department heads
- Participate as a member of the City's bargaining committee in all labor negotiations
- Attend meetings of the City Council and such other meetings as may be suggested or required by the Mayor
- Perform duties as assigned by the Mayor
- Conduct the City's business with the public (i.e., answer questions, provide information)
- Oversight & management of seeking funding sources and preparation and processing of grant and furtherance of municipal planning goals
- Ability to plan and prepare grants and monitor resultant program activity

### **Knowledge, Skills and Abilities**

While requirements may be representative of minimum levels of knowledge, skills and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

The City Administrator must possess and demonstrate a thorough knowledge of all of the following disciplines as related to municipal administration and management:

- Group dynamics
- Local government laws, functions and organization
- Management practices and techniques
- Accounting and financial practices and techniques
- Office practices and procedures

This individual must possess strong oral and writing skills and have a well-developed ability to work with a variety of personalities in numerous and stressful situations. In addition, he/she must also have the ability to:

- Render decisions in accordance with all duly enacted laws, rules, regulations, ordinances and resolutions

- Establish and maintain cordial and cooperative relations with elected officials, state and local officials, department heads, employees and the general public

### **Working Conditions**

Work is performed in an office setting, primarily during the City's business hours. Attendance at evening meetings and/or other off-duty time events is mandatory. The City Administrator will be required to work with computers.

### **Contacts and Relationships**

The City Administrator has frequent contact with the City's elected officials, with state, county and municipal government officials, and with consultants conducting business with the City. This individual has frequent occasion to work with the City's attorney to protect and benefit the well-being of the City and its residents. These contacts involve a wide variety and range of purpose, including the need to provide or collect information, coordinate projects or activities, and to solve or negotiate solutions to problems. Communication may be either by telephone, in person, or through written communication.

### **Physical Requirements**

The incumbent in this position must be able to discern voice conversation. The City Administrator must have the physical ability to perform all essential job functions.

### **Recruiting Requirements**

- Valid Washington State Driver's License
- Three years of progressive management experience
- Five years' experience in local government, or
- Bachelor's Degree in Public Administration, Planning, Management or Business

### **Experience and Training**

Any combination of experience and training that provides the desired skills, knowledge and abilities.

- Experience working with elected and appointed officials in a variety of situations
- Experience in writing and presenting information to the public and elected officials

The City Administrator must possess a strong background in local government, as well as understanding and when needed to perform the role of the finance director. Day-to-day activities require an ability to deal with a variety of diverse issues with innovation, integrity and honesty. Must have strong leadership and communication skills and be able direct effective and amicable community relations.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

*This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change.*



**Agenda Bill No. 14-092**

**TO:** Mayor Guier and City Council Members  
**FROM:** Amy Stevenson-Ness, City Clerk  
**MEETING DATE:** May 19, 2014  
**SUBJECT:** Council Committee Appointments Discussion

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**ATTACHMENTS:** 2014 Committee Appointments

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**Previous Council Review Date:**

**Summary:** As Council Member Hulseby resigned on May 1, 2014, and Katherine Garberding was appointed to Council on May 12, 2014, vacancies exist on Council committees. This discussion is to facilitate filling those vacancies.

**Recommendation/Action:**

**Motion for Consideration:**

**Budget Impact:**

**Alternatives:**

**AGENDA ITEM NO. 4C**

**CITY OF PACIFIC**  
**Council Committee Assignments**

**2014**

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

\*The Mayor serves as a representative to this board along with two Councilmembers





**Agenda Bill No. 14-093**

**TO:** Mayor Guier and City Council Members

**FROM:** Community Services

**MEETING DATE:** May 27, 2014

**SUBJECT:** King County Community Development Block Grant (CDBG) Application for Repairs to the roof on the Senior and Community Centers, replace the carpet in the Senior Center, and replace the awning that attaches all the buildings.

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**ATTACHMENTS:**

- Resolution 2014-158
- King County Community Development Block Grant (CDBG) Application

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

**Summary:** The City of Pacific Senior and Community Centers are in need of new roofing, the Senior Center is in need of new carpet, and the awning needs replacing. The King County Community Development Block Grant (CDBG) Program funds repairs to youth and senior facilities. The expenditure for these repairs exceeds the repair fund budget.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2014-158.

**Motion for Consideration:** Move to approve Resolution No. 2014-158, A RESOLUTION AUTHORIZING APPLICATION FOR KING COUNTY FOR CDBG GRANT FUNDS FOR SENIOR CENTER AND COMMUNITY CENTER REROOFING, REPLACE CARPET IN THE SENIOR CENTER, AND ALSO REPLACE THE AWNING THAT CONNECTS ALL THE BUILDINGS.

**Budget Impact:** There is no immediate budget impact associated with the passage of this measure.

**Alternatives:** Deny the measure and find alternative funding source to repair the roof.



**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2014-158**

**A RESOLUTION AUTHORIZING APPLICATION FOR KING COUNTY FOR CDBG  
GRANT FUNDS FOR SENIOR CENTER AND COMMUNITY CENTER REROOFING**

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**WHEREAS**, the Pacific Senior Center and the Community Center are in need of new roofs, gutters and drain spouts, to include new ceiling tiles, carpet on the Senior Center, and the outside awning that connects all the buildings which is estimated to cost \$50,000; and

**WHEREAS**, the reroofing of structures, and carpet in the Senior Center that serve the various segments of the community are eligible for King County Community Development Block Grant (CDBG) funding; and

**WHEREAS**, by executing the application, the City of Pacific agrees to conform to the regulations, statutes, terms and conditions of the King County Community Development Block Grant (CDBG) Program.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an application with King County (Attached as Exhibit A) for CDBG funds in the amount of \$50,000 for construction services to reroof, carpet, and replace the awning for the Senior Center and the Community Center.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF May, 2014.

CITY OF PACIFIC

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Mayor Leanne Guier

ATTEST/AUTHENTICATED:

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Amy Stevenson-Ness, City Clerk

Approved as to form:

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Kenyon Luce, City Attorney



**PART I. APPLICATION TITLE PAGE**

**2015 CDBG Capital Application : \_\_\_\_\_**

1. Applicant Agency Name City of Pacific

2. Title of Proposed Project Community and Senior Center Roof Replacement

3. Project Site Street Address **100 3<sup>rd</sup> Avenue SE** **Tax Parcel #: 3599600060**  
**Pacific, WA 98047** *(For Mapping Purposes)*  
*(Zip Code Required)* **Congressional District: 8**

4. Proposed Use of CDBG Funds (Summarize in one or two sentences how CDBG funds will be used.)  
*This project will replace the existing roofs on the community and senior centers. In addition, flashing in valleys, flashing at perimeter, and "boots" at pipe penetrations will be upgraded, as well as repair to interior ceiling panels.*

5. **2015 King County Consortium CDBG Funds Requested:** **\$50,000**  
Matching funds (in-kind, local, private): \$ 5,000  
Other Grant, State Federal Fund Sources (detailed in Application) \$ 0  
Total Project Cost: **\$55,000**

6. Can your project be funded at a reduced level if necessary?  yes  no.

If yes, what is the minimum amount of CDBG funding needed to still have the project go forward? \$20,000

What would be changed to address the reduction of funds?

*If the city is granted a reduced level of funding, priority will be given to reroofing the senior center.*

**TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION INCLUDED IN THIS APPLICATION HAS BEEN CAREFULLY EXAMINED. APPLICANT UNDERSTANDS AND AGREES TO COMPLY WITH THE POLICIES, RULES AND REGULATIONS REFERENCED IN THE APPLICATION IF FUNDING IS AWARDED. IT IS FURTHER UNDERSTOOD THAT INFORMATION PRESENTED IN THIS APPLICATION WILL BECOME A PART OF ANY SUBSEQUENT FUNDING CONTRACT.**

X \_\_\_\_\_  
**Authorized Signature of Applicant**  
Leanne Guier, Mayor  
Print or type Name and Title  
E-mail Address: lguier@ci.pacific.wa.us

Applicant Contact Information  
Darcie Thatch  
**Print or Type Contact Name and Title**  
dthach@ci.pacific.wa.us  
E-mail Address  
(253)929-1151 (253)939-6026  
Phone and Fax #

**ATTENTION:** Applications submitted by cities or towns must be signed, not stamped, by your Mayor or City Manager and authorized by your City Council. Applications submitted by nonprofit organizations or special districts must be signed by an authorized representative and authorized by your board.



A copy of City Council or board minutes authorizing submittal of your application must be submitted with the application. **Labeled Attachment No.1**

If more than one application is submitted, the City Council or board minutes authorizing the applications must indicate priority order of proposal request.

**This following page is for HCD Application Tracking Purposes Only, go on to the next page.**

**Application Modifications: (HCD Use Only)**

Application Page(s)

Updated	Issue	Date

HUD Matrix Code: \_\_\_\_\_ Amount of Funding Request: \$ \_\_\_\_\_

Eligibility Citation: 570. \_\_\_\_\_ National Objective Citation: 208. \_\_\_\_\_

Consolidated Plan Strategy #: \_\_\_\_\_  North/East Sub-Region  So. Sub-Region

Reviewed and confirmed eligibility:

HCD CD Planner: \_\_\_\_\_ HCD Coordinator: \_\_\_\_\_ HCD Program Manager: \_\_\_\_\_

**A. AGENCY CONTACT SHEET AND ORGANIZATION INFORMATION**

Grant Writer	Contact Name:	Darcie Thach
	Agency Name/Title:	City of Pacific
	E-Mail:	dthach@ci.pacific.wa.us
	Phone and Fax #:	(253)929-1151 (253)939-6026
	Web Site Address:	
General (Offices)	Agency Name:	City of Pacific
	Mailing Address:	100 3 <sup>rd</sup> Avenue SE
	City/State/Zip:	Pacific, WA 98047
	Phone and Fax #:	(253)929-1100 (253)939-6026
	Web Site Address:	
Executive Director	Name/Title:	Leanne Guier, Mayor
	E-Mail:	lguier@ci.pacific.wa.us
	Phone and Fax #:	(253)929-1108 (253)939-6026
Financial Staff	Name/Title:	Richard Gould
	E-Mail:	rgould@ci.pacific.wa.us
	Phone and Fax #:	(253)929-1117 (253)939-6026
Fiscal Information	Applicant's Federal Taxpayer ID No.	91-6001483
	Applicant's Federal DUNS Number:	02 2828735 NCAGE Number _____
	King County Vendor #	_____

**B. AGENCY SERVICE INFORMATION**

B.1. What services does your agency provide? Describe the need or problem your program is designed to meet. What is the problem/need you are addressing? Quantify this need, using local or regional data that confirm or describe the problem or need. How much of the need are you currently serving?

*The city provides a variety of services to low and moderate income families through the community and senior centers. Seniors are provided a safe place to gather and share meals. Medical services provided include: monthly blood pressure checks; semi-annual diabetes testing; and regular nail clipping. Youth services include: summer lunch program; toddler program; open gymnasium.*

B.2. How do you determine eligibility (income screening, location of residence, eligibility in other government programs? Are you familiar with current CDBG income screening requirements? [PART III, VI and VII applicants will need to provide a copy of the tool used during the client intake process as an attachment per instructions.]

*The City has the seniors complete an annual demographic survey. In addition, the assistant director performs an intake review with new users.*

B.3. Describe the process your agency uses to a) assess community needs, b) obtain input from clients on service delivery and c) ensure the services are delivered by culturally competent staff in a culturally competent manner. How often is this assessment completed?

*The senior and community center interviews citizens periodically to determine needs.*

**B.4 Agency Service Profile.**

If your agency provides direct services, use the table below to indicate the total number of individuals, including family members, served by your agency during 2013 and 2014 according to the applicable income category.

Yearly Income Categories	30% Median Very Low-Income	50% Median Low Income	80% Median Moderate Income	Total number of individuals served
For year 2013				
For year 2014				

**C. AGENCY PROGRAM EXPERIENCE**

C.1. Describe the length of time the agency has operated, date of incorporation, the purpose of the agency, and the type of corporation. Describe the type of services provided, the agency's capabilities, the number and characteristics of clients served, and required licenses to operate (if applicable).

*The senior center has been in use since the 1950's. The current staff have food handlers cards (weekly lunches), bus driving license (chauffer seniors to and from activities), and CPR/first aid.*

C.2. Briefly describe the agency's existing staff positions and qualifications, its capacity to carry out this activity, and state whether the agency has a personnel policy manual with an affirmative action plan and grievance procedure.

*There are currently three staff members: Assistant Director (18 mos.); Activity Coordinator (6 mos.); Youth Coordinator (20 years).*

**D. AGENCY BACKGROUND INFORMATION**

D.1. Provide Agency's current adopted Mission Statement or Vision Statement:

*To affirm the dignity and self-worth of persons 50 years of age and older, regardless of race, color, creed, religion, sex, national origin or ancestry through fellowship, health, recreation, social and education activities.*

D.2. Agency Financial Management Profile

D.2.1 Audit: - OMB A-133 Provide a copy of the most recent A-133 Audit. **Label it Attachment 2**

D.2.2 Did your agency receive a cumulatively amount of \$500,000 or more in federal funds in 2013?  
 \_\_\_ Yes  No (If yes, please provide a copy of the Schedule of Expenditures of Federal Awards (SEFA). **Label it Attachment 2.a SEFA**

D.2.3 Does your agency anticipate receiving a cumulative total of \$500,000 or more in federal funds in 2014?  Yes \_\_\_ No

Please describe the source and purpose.

*The city is anticipating receiving Federal Funds for the Valentine Avenue road construction project.*

**OR**

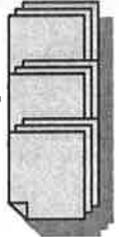
Audit(s) - Miscellaneous Financial Report(s)

D.2.4. If an audit is not available, then a financial statement(s) that include General Ledger and Balance Sheet detail for the most recent one year period is required. **Label as Attachment 2.**

D.3. Organization Chart - Provide a chart that outlines the level of authority associated with the implementation of a project if funds are awarded. This should reflect the front line person through to the authority who signs the Application and the Contract. **Label as Attachment 3**

**D.4 Non-Profits or Special Districts – Additional Required Attachments**

- Current List of Agency Board Members **Attachment No: 4.1**  
Provide a current list of Agency Board of Directors: Include name, position/title, city residence, length of time on the Board, and expiration of terms. Note any vacant positions.
- Current Bylaws; Articles of Incorporation **Attachment No: 4.2**
- Copy of Non-Profit IRS Letter of Designation **Attachment No. 4.3**



**E. PROJECT PARTNER SPONSOR INFORMATION:** (*Applies to King County Housing Authority and King County Department Sponsored Projects only*)

E.1. General Agency Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone and Fax #: \_\_\_\_\_  
 Web Site Address: \_\_\_\_\_

E.2 Executive Director Name/Title: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Phone and Fax #: \_\_\_\_\_

E.3. If King County:  
 (Division Director) Name/Title: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Phone and Fax #: \_\_\_\_\_  
 Assigned Staff Contact Name: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Phone and Fax #: \_\_\_\_\_

**F. CULTURAL COMPENTENCY**

Housing and Community Development is making efforts to achieve cultural competency in the delivery of social services to populations of diverse ethnic, racial, religious, linguistic and other backgrounds. Most local agencies are already serving the needs of these diverse populations with great success. The concept of cultural competency seeks to extend these efforts to even better serve the diversity of people in our communities.

- Definition of Cultural Competency: An ongoing and evolving process that comprises knowledge attainment and the development of behaviors, attitudes, policies, and practices that come together in a system of care enabling agencies, programs, and individuals to increase access to services and to develop or adapt services that are appropriate to specific cultural needs.
- Cultural competency implies a process, rather than a single point in time. Further, it requires the attainment of knowledge and skills that will help providers and programs work more effectively with people who have diverse backgrounds and experiences. Finally, cultural competence requires action

to increase access and cultural adaptation based on what is learned about individuals and communities.

- Cultural competency denotes a commitment to social change, accessibility to opportunity, and delivery of services that are relevant to the details of a household's particular cultural background.

Please respond to the following questions: *(Please answer all three questions one single page.)*

F.1 To the best of your ability please describe the diversity of people your agency currently serves in terms of the following categories: race, ethnicity, religious affiliations, language groups, sexual orientation, and disability (physical and psychiatric),

*The Senior Center and Community Center have open door policies, "All are Welcome". The staff are developing additional methods of outreach to other community members to inform them of the services and activities provided.*

F.2 How are your agency's services constructed to meet the needs of its clients based upon their identity as a member of one or more of these groups? (Examples: give #'s of bilingual staff, access to interpreter services, or collaborations with specialized expertise from agencies that serve minority populations.)

*The change in staff over the last two years has required the re-establishment of the current program structure. Staff are seeking opportunities to expand and serve the needs of the stakeholders.*

F.3 Do you have a training strategy in place to achieve cultural competency? Please describe.

*Staff are exploring opportunities for additional education in serving the changing population of immigrants to our community, including languages and cultural practices.*

Resources: The following resources are available to increase your agency's ability to serve people of diverse backgrounds in a culturally competent manner:

- Training opportunities are available through: minority Executive Directors Coalition (206) 325-2542, or University of Washington School of Social Work.  
On the web: <http://cecp.air.org/>
- King County Resource:  
<http://search.kingcounty.gov/search?utf8=%E2%9C%93&affiliate=kingcounty&query=cultural+c ompetency>

## G. EQUITY AND SOCIAL JUSTICE

King County, through the King County Strategic Plan, and U.S. Department of Housing and Urban Development (HUD), through Environmental Justice, strive to reach and serve citizens in a fair and equitable manner. "Equity" means all people have full and equal access to opportunities that enable them to attain their full potential. "Community" means a group of people who share some or all of the following: geographic boundaries, sense of membership, culture, language, common norms and interest.

"Determinants of equity" means the social, economic, geographic, political and physical environment conditions in which people in our county are born, grow, live, work and age that lead to the creation of a fair and just society. Access to the determinants of equity is necessary to have equity for all people regardless of race, class, gender or language spoken. Inequities are created when barriers exist that prevent individuals and communities from accessing these conditions and reaching their full potential.

*For more information on Equity and Social Justice in King County, please visit:*

<http://www.kingcounty.gov/exec/equity.aspx>

G.1 What methods or tools does your agency use to ensure that your service delivery is equitable?

*The Senior Center and Community Center have open door policies, "All are Welcome".*

G.2 What steps could you take going forward to address barriers that could be identified that cause inequity in your service delivery?

*There are no known barriers in the current system. The staff are developing additional methods of outreach to other community members to inform them of the services and activities provided.*

**A. Eligibility**

Check  the one activity that you have determined your project would best qualify under:

Activity	CFR Citation	HUD Matrix Code	Priority Need Level	Check Activity
<b>Community Facilities</b>				
*Acquisition of Real Property	570.201(a)	001	Medium	<input type="checkbox"/>
Senior Centers	570.201(c)	03A	High	<input checked="" type="checkbox"/>
Handicapped Centers	570.201(c)	03B	High	<input type="checkbox"/>
Homeless Facility (Not operation)	570.201(c)	03C	High	<input type="checkbox"/>
Youth Centers	570.201(c)	03D	High	<input type="checkbox"/>
Neighborhood Facilities	570.201(c)	03E	High	<input type="checkbox"/>
Child Care Centers	570.201(c)	03M	High	<input type="checkbox"/>
Fire Station/Equipment	570.201(c)	03O	--	<input type="checkbox"/>
Health Facilities	570.201(c)	03P	High	<input type="checkbox"/>
Abused and neglected Children Facilities	570.201(c)	03Q	--	<input type="checkbox"/>
Facilities for AIDS Patients (Not Operation)	570.201(c)	03S	--	<input type="checkbox"/>
Other - **Removal of Architectural Barriers	570.201			
<b>Parks</b>				
Parks, Recreational Facilities	570.201(c)	03F	High	<input type="checkbox"/>
Tree Planting	570.201(c)	03N	--	<input type="checkbox"/>
<b>Public Infrastructure</b>				
Solid Waste Disposal Improvements	570.201(c)	03H	High	<input type="checkbox"/>
Flood Drainage Improvements	570.201(c)	03I	High	<input type="checkbox"/>
Water/Sewer Improvements	570.201(c)	03J	High	<input type="checkbox"/>
Street Improvements	570.201(c)	03K	High	<input type="checkbox"/>
Sidewalks	570.201(c)	03L	High	<input type="checkbox"/>
Other - **Removal of Architectural Barriers	570.201			
<b>Miscellaneous</b>				
Minor Home Repair	570.202	14A	High	<input type="checkbox"/>
Non-residential Historic Preservation		16B	--	<input type="checkbox"/>
ED Direct Financial Assistance to For-Profits	570.203	18A	--	<input type="checkbox"/>
Micro-Enterprise Assistance	570.203	18C	Medium	<input type="checkbox"/>

\*Acquisitions of real property are for high priority facility and infrastructure projects and goals are contained within the goals for those two areas.

\*\*As associated with one of the activities noted above it.

A.1 Provide (in narrative) why you feel the project falls within that category.

*The initial concern is the leaking roof on the Senior Center. The added funds are for the Community Center roof which is nearing the end of its useful life. A reduced grant will give precedents to the Senior Center.*

## B. National Objective

### B.1 AREA BENEFIT

#### L/M Income Area Benefit

For these purposes, an Area Benefit activity is an activity *that is available to benefit all the residents of an area* that is primarily residential. In order to qualify as addressing the national objective of benefit to L/M income persons on an area basis, an activity must meet the identified needs of L/M income persons residing in an area where at least 51 percent of the residents are L/M income persons. The benefits of this type of activity are available to all residents in the area regardless of income.

For example, typical Area Benefit activities include:

- ✓ Street improvements,
- ✓ Water and sewer lines,
- ✓ Neighborhood facilities, and
- ✓ Facade improvements in neighborhood commercial districts.

The requirement that an area benefit activity must qualify on the basis of the income levels of the persons who reside in the area served by the activity is statutory. (See section 105(c)(2) of the Housing and Community Development Act of 1974 as amended.) This means that the activity may not qualify as meeting the L/M income area benefit national objective on any other basis. For example, if the assisted activity is a park that *serves* an area having a L/M income concentration that falls below the required percentage, the activity may not qualify even if there is reason to believe that the park will actually be *used* primarily by L/M income persons.

#### *Determining the Service Area*

The inclusion or exclusion of a particular portion of the grantee's jurisdiction can make the difference between whether the percentage of L/M income residents in the service area is high enough to qualify under the L/M Income Benefit national objective. The principal responsibility for determining the area served by an activity rests with the grantee. HUD will generally accept a grantee's determination unless the nature of the activity or its location raises serious doubts about the area claimed by the grantee.

The area that the grantee determines will be served by an activity need not be coterminous with census tracts or other officially recognized boundaries, but it is useful if it reasonably coincides with such boundaries because of the need to consider census data in the area, as discussed later in this section. It is critical, however, that *the service area determined by the grantee be the entire area served by the activity*. This means that, even though a predominantly L/M income neighborhood may be one of several neighborhoods served by an activity (e.g., a grocery store) the percentage of L/M income persons in the *total area served by the activity* is considered for this purpose.

B.1.2 Define the service area. Briefly describe how the boundaries of the service area were determined. *The primary users are the stakeholder of Pacific. However, there are citizens of Algona and south Auburn that also use the facilities.*

**B1. National Objective – Area Benefit**

There are two ways to qualify for Area Benefit. Check  the box and provide the information which supports the method of qualification that demonstrates how your proposed activity meets this national objective:

- B.1.3. Area Benefit / Census Tract(s) \ and Block Group(s) and number of residents in Service Delivery Area.** (Consult with HCD Staff to obtain HUD formula census data.) List ALL applicable Census Tracts and Block Groups along with the pertinent number of low/mod persons associated with the area.

**PART III Excel Workbook – TAB 1. “B.1.3 Census Data”**

1) Provide the completed worksheet as hard copy labeled “TAB 1”, and  
 2) Provide the entire Excel Workbook as an attachment to your e-mail when you electronically submit your application to Kathy Tremper. ([Kathy.tremper@kingcounty.gov](mailto:Kathy.tremper@kingcounty.gov)).  
 Refer to Application Submittal Instructions

- B.1.4. Area Benefit / Survey of Residents** in Defined Service Delivery Area

If a grantee has reason to believe that the available census data does not reflect current relative income levels in an area, or where the area does not coincide sufficiently well with census boundaries, HUD will accept information obtained by the grantee from use of a special survey of the residents of the area. The grantee must obtain HUD’s approval of the survey instrument and other methodological aspects of the survey for this purpose. HUD will approve the survey where it determines that it meets standards of statistical reliability that are comparable to that of the Decennial Census data for areas of similar size.

HUD requires documenting the following Survey Results in the Low and Moderate Income Worksheet to determine level of eligibility: Complete this table if the National Objective is determined via the Survey Instrument methodology.

	Action	Required (Assuming 95% Confidence Level)	Expected
1	Number of Families in Project Service Benefit Area		
2	Number of families interviewed (surveyed)		
3	Number of persons in the families interviewed		*
4	Number of persons in the families interviewed who are low and moderate-income persons		
5	Divide Line 4 by Line 3		
6	Multiply Line 5 by 100. This is % of LMI persons in service area	%	%

\* Assuming 2.59 persons per household

**B.2. National Objective - Limited Clientele Activities Benefiting Low/Moderate Income Persons**

A *Low/Moderate income limited clientele activity* is an activity which provides benefits predominantly to low to moderate-income persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be documented Low to Moderate income persons.

Check  the one box below in Section B.2 that supports the method of qualification that demonstrates how your proposed activity meets the Limited Clientele national objective

**B.2.1 Presumed Benefit** - To qualify under this subcategory, a limited clientele activity must meet one of the following tests:

Exclusively benefit a clientele who are generally *presumed by HUD to be principally L/M income persons*. The following groups are currently presumed by HUD to be made up principally of L/M income persons:

- abused children,
- elderly persons, (defined as 62 years of age and older)
- battered spouses,
- homeless persons,
- adults meeting Bureau of Census' definition of severely disabled persons\*,
- illiterate adults,
- persons living with AIDS, and
- immigrant farm workers.

(**Note:** this presumption may be challenged in a particular situation, if there is substantial evidence that the persons in the actual group that the activity is to serve are *most likely not* principally L/M income persons.)

\* The census definition of "severely disabled" follows:

Persons are classified as having a severe disability if they:

- (a) used a wheel-chair or had used another special aid for six months or longer;
- (b) are unable to perform one or more "functional activities" or need assistance with an "ADL or IADL";
- (c) are prevented from working at a job or doing housework; or (d) have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation. Also, persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

*Note: For purposes of this definition, the term "functional activities" includes seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs, and walking. An ADL is an "activity of daily living" which includes getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting. An IADL is an "instrumental activity of daily living" and includes going outside the home, keeping track of money or bills, preparing meals, doing light housework, and using the telephone.*

It should also be noted that the so-called "presumed" categories were modified in the regulations in 1995. A new group has been added: "persons living with AIDS." The former category of "handicapped persons" has been replaced with "severely disabled adults." This latter change was made for two reasons. First, the

word “persons” was replaced with “adults” to make it clear that an activity designed to treat handicapped children would not qualify for the presumption, because HUD has been unable to find evidence that the majority of handicapped (or even severely disabled) children are members of a L/M income family. Moreover, the term “handicapped” has been replaced with “severely disabled” (which now will use the census definition of that term). This change was made because the term “handicapped” has been used in so many different ways for different Federal programs and has taken on a much broader meaning than had been envisioned when it was originally introduced as a “presumed” L/M income group for CDBG purposes. A review of census data supports the presumption that adults (but not children, as mentioned above) having severe disability are predominantly L/M income persons.

**B.2.2. Self-Certification of Income.** Require *information on family size and income* so that it is evident that *at least 51%* of the clientele are persons whose family income does not exceed the L/M income limit. (This includes the case where the activity is restricted *exclusively to L/M income persons*). *Reference: §570.208(a)(2)(i)(B) and (C)*

An *example* of the current HUD Income Guidelines are found in the following table. Income guidelines are adjusted annually by the United States Department of Housing and Urban Development. Please contact County staff for technical assistance and guidance if you need additional information or clarification of required report documentation if funds are awarded for your project.

2014 HUD INCOME GUIDELINES Median Family Income = \$88,200 Effective January 1, 2014			
FAMILY SIZE	30% MEDIAN VERY LOW-INCOME	50% MEDIAN LOW-INCOME	80% MEDIAN MODERATE INCOME
1	\$18,550	\$30,900	\$44,750
2	\$21,200	\$35,300	\$51,150
3	\$23,850	\$39,700	\$57,550
4	\$26,450	\$44,100	\$63,900
5	\$28,600	\$47,650	\$69,050
6	\$30,700	\$51,200	\$74,150
7	\$32,800	\$54,700	\$79,250
8	\$34,950	\$58,250	\$84,350

**B.2.3. Nature / Location.** Be *of such nature* and in such location that it may reasonably be concluded that the activity’s clientele will primarily be L/M income persons (e.g., a day care center that is designed to serve residents of a public housing complex). *Reference: §570.208(a)(2)(i)(D)*

**B.2.4. Removal of Architectural Barrier.** Be an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census’ Current Population Reports definition of “severely disabled,” **provided** it is restricted, to the extent practicable, to the removal of such barriers by assisting:

- the reconstruction of a public facility or improvement, or portion thereof, that does not qualify under the L/M income area benefit criteria;
- the rehabilitation of a privately-owned nonresidential building or improvement that does not qualify under the L/M income area benefit criteria or the L/M income jobs criteria; or
- the rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under the L/M income housing criteria.

*Reference: §570.208(a)(2)(ii)*

**☐ B.2.5. Self –Certification for Microenterprise.** Be a microenterprise assistance activity carried out in accordance with the provisions of §570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. (Note that, for these purposes, once a person is determined to be L/M income, he/she may be presumed to continue to qualify as such for up to a three-year period. This would enable the provision of general support services to such a person during that three-year period, without having to check to determine whether the person's income has risen.) *Reference: §570.208(a)(2)(iii)*

Because of certain statutory limitations, the regulations preclude the following kinds of activities from qualifying under the limited clientele category but qualify under the other statuses:

- Activities involving the acquisition, construction, or rehabilitation of property for housing, including *homeownership assistance (these must qualify under the Housing subcategory, because of section 105(c)(3) of the authorizing statute)*; or
- Activities where the benefit to L/M income persons is the creation or retention of jobs (these must qualify under the Jobs subcategory with certain exceptions as noted under the previous area benefit section, because of the different presumptions provided under sections 105(c)(1)(C) and (4) of the authorizing statute).

### **Definitions**

#### **Low/Moderate Income Limited Clientele**

Section 102(a)(20) of the HCDA defines the term 'low- and moderate income persons' as families and individuals whose incomes are no more than 80 percent of the median income of the area involved. The 'area involved' is determined for the CDBG program the same way it is determined for the Section 8 Housing program. The 80% of median income figure is determined by HUD based on a four-person family and is adjusted upward or downward for larger or smaller families.

A **family** is defined in the Entitlement program as all persons living in the same household who are related by blood, marriage, or adoption. An individual living in a housing unit that contains no other person(s) related to him/her is considered to be a one-person family for this purpose. Adult children who continue to live at home with their parent(s) are considered to be part of the family for this purpose and their income must be counted in determining the total family income. A dependent child who is living outside of the home (for example, students living in a dormitory or other student housing) is considered for these purposes to be part of the family upon which he/she is dependent, even though he/she is living in another housing unit.

A **household** is defined in the Entitlement program as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

#### **Persons vs. households:**

It is important to note that, for all but one of the subcategories under this national objective, the test of meeting the objective of Benefit to L/M Income Persons is to be met based on L/M **Persons**. Only with the subcategory of L/M Income Housing must the test be met based on L/M **Households**.

**Elderly or Senior Citizen:** According to HUD, you must be at least 62 years of age and meet one of the following three situations in order to qualify as an elderly household. In the first situation, you must be living alone or be the head of household or spouse of the head of household. The second situation requires two or more elderly people living together. In the third situation, an elderly person has a live-in aide. If a household has elderly people who do not meet any of the above three scenarios, then HUD does not consider it an elderly household.

C. Project Benefit

The Agency will be required to ensure that services provided with funding under this award are made available to residents of jurisdictions participating in the King County CDBG Consortium: On Tab 2 of PART I Worksheet, indicate number of residents that will be served in each of the noted communities.

ALERTs

- A minimum of thirty percent of the total population served must be CDBG Consortium residents for a project application that is multi-jurisdictional, including both CDBG Consortium and non-consortium jurisdictions;
- A CDBG Consortium funding award will be proportionate to the percent of consortium residents to be served for a multi-jurisdictional project application that serves CDBG Consortium and non-consortium residents.

Table C.1 – Service Delivery:

**PART I Excel Workbook – TAB 2. “C.1 Service Delivery”**

- 1) Provide the completed worksheet as hard copy labeled “TAB 2”, and
  - 2) Provide entire Excel Workbook as an attachment to your e-mail when you electronically submit your application to Kathy Tremper ([Kathy.tremper@kingcounty.gov](mailto:Kathy.tremper@kingcounty.gov)).
- Refer to Application Submittal Instructions*

C.1 Describe the method and source(s) used for collecting the data in the project benefit worksheet.  
*Insert text here*

C.2 Provide boundaries of service delivery area in narrative form (describing natural boundaries or site street names, roads, etc.).  
*Insert text here.*

C.3 Provide a map that outlines the area that will be served. Label it "**Attachment 5**".



**D. ENVIRONMENTAL REVIEW**

**\*\*Note on Choice-Limiting Activities:** From your application submittal date until the ER completion date, no "choice limiting" activities (including but not limited to entering contracts for, or undertaking the following actions: (such as property acquisition, clearing, grading, site prep, etc.) may occur. Undertaking such activities after application submittal could void the project's eligibility.

Current Conditions:

D.1 What is the current use of the site?

*The site is currently a civic center complex: City Hall; Senior Center; Community Center; and Park*

D.2. What are the current site natural conditions (trees, ground surface, etc.)? How developed (buildings, roads, etc.) is the site? Describe the surrounding area (commercial, residential, wooded, etc.).

*Properties to the north and west are neighborhood commercial, property to the east is senior residential, and property to the south is residential.*

D.3. Identify the nearest natural waterbody (stream, lake, etc.). How far, and in which direction, is it from the project site?

*The White River is 3,000 feet east of the senior center.*

Endangered Species Act:

D.4 How much of a net increase in impervious surface (ex: concrete/asphalt) will occur (if applicable)?

*There will be no increase in impervious surface from this project.*

D.5 Does a current stormwater system exist at the project site? Please explain.

*There are catch basins in the parking lots connected to the City stormwater conveyance system.*

Archaeology:

D.6 Will the project excavate or otherwise disturb soil? If so, to what depth and horizontal dimensions? (length x width x depth)?

*This project does not propose any excavation.*

D.7 Of the soil disturbance, how much will be previously-disturbed soil? Will you be able to document this previous disturbance (ex: invoices showing previous excavation as part of utility installation)

*N/A*

Toxics:

D.8 Has a Phase I Environmental Site Assessment (or equivalent toxics review) been completed? (These are normally completed upon property purchase.) If so, on what date?

*We believe a Phase I was completed for the building remodel in 2005/2006.*

D.9 Do any underground storage tanks (used to store oil/fuel) exist on, or adjacent to, the property? Did any exist in the past? If yes, please explain, include size of the tank(s).

*There are no underground storage tanks that we are aware of on the site.*

D.10 What was the previous use of this property?

*Prior to the property being used for the civic center complex it was an elementary school.*

D.11 What is the use of properties surrounding the project property?

*The area immediately surrounding the facilities to be reroofed are civic center buildings. Properties to the north and west are neighborhood commercial, property to the east is senior residential, and property to the south is residential.*

Other Environmental Factors:

D.12 Is the project located in a(n): (*check and respond to all that apply*)

D.12.1 FEMA-designated floodplain? If so, please specify whether it's 100-year floodplain, 500-year floodplain or floodway\*. If so, does your agency have flood insurance (please provide covered items, dollar amount and duration)? (\*CDBG funds may not be used for projects located in a FEMA-designated floodway unless it's a functionally-dependent use, such as a bridge).

D.12.2 Wetland?

D.12.3 Ecologically-sensitive area?

D.12.4 Designated Historic neighborhood?

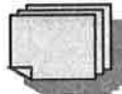
D.13 Identify any other environmental reviews or studies completed for this site.

Studies: [ Title _____ ]	Date Completed: _____
SEPA [ Title _____ ]	Date Completed: _____
Other: [ Title _____ ]	Date Completed: _____

D.14 Provide and label pictures of project site as follows:

D.14.1 North     D.14.2 East     D.14.3 South and     D.14.4 West.

Place them a Word document format and label as **Attachment No. 6.**



D.15 Go to King County i-map and parcel viewer and provide site information.

- <http://www.kingcounty.gov/operations/GIS/PropResearch/ParcelViewer.aspx>
- Enter parcel # or address, or zoom using magnifying glass cursor → click "Districts & Development Report" and "Assessor's Data Report", **print both and mark as Attachment 7**



D.15 Attach a specific site plan - label it "**Attachment 8**".

D.16 Climate Change & Sustainability.

HCD Completes a King County Sustainable Scorecard

(<http://your.kingcounty.gov/solidwaste/greenbuilding/scorecard.asp>)

for awarded projects, as required by County Ordinance. In order to help us prepare a Scorecard, please answer the following as best you can:

D.16.1 Generally, what project construction practices and/or features will minimize climate impacts and promote environmental sustainability? (Examples: green building materials, energy efficient design, pervious surfaces installed, proximity to mass transit, etc.)

D.16.2 Do you plan to obtain a third-party 'green certification' for this project? (e.g. LEED, Built Green, etc.) If so, which one? For more information see:

<http://www.kingcounty.gov/property/permits/info/SiteSpecific/green/Resources.aspx>

No

D.16.3 Does your agency/organization have a climate change plan (guidance on reducing impacts to, or adapting to the effects of, climate change)? If so, please explain.

*The City has a Greenhouse Gas Emissions policy.*

**If you need assistance with the Environmental Review Details section, please contact Randy Poplock at (206) 263-9099 or [Randy.Poplock@kingcounty.gov](mailto:Randy.Poplock@kingcounty.gov).**

*Continue to next page.*

E. RELOCATION DETAILS

E.1 Is there Acquisition involved in any aspect of the project? (This includes Right of Way acquisition associated with infrastructure projects.)

Yes  No

If your answer is No for E.1 – move on to the next page of the application.

E.2 Will this project involve: Residential tenant relocation? Commercial tenant relocation?

Yes  No  Yes  No

E.3 Type of Relocation

Residential:  Permanent  Temporary

Commercial:  Permanent  Temporary

Briefly describe anticipated relocation needs and how they will be addressed

E.4 What requirements or guidelines govern your relocation plan? (Check all applicable)

- Uniform Relocation Act
 Section 104 [d]
 Washington State Department of Transportation
 Other (please specify):

E.5 Are there tenants in the facility at this time?  Yes  No

E.6 Have you developed a relocation plan for this project?  Yes  No

E.7 How many tenants will need to be relocated in this project? Residential Commercial

E.8 Have you provided notices to the tenants indicating the type of displacement and benefits provided to tenants?  Yes  No

E.9 Have you identified replacement or temporary units for those who will be displaced?  Yes  No

E.10 Have you determined the tenants' relocation benefits?  Yes  No

E.11 Have you included the total relocation budget in the development budget under relocation?  Yes  No

Attachments (use colored separator sheets between documents)

E.12 - Attach copies of notices required indicating the type of displacement and benefits provided to the tenants

E.13 - Attach URA Checklist [HCD/CD URA FORM 1]

If you feel your project activity does not trigger the Uniform Relocation Act, please indicate such. If you are unsure, please contact Wendy DeRobbio for technical assistance at the following contact information and for documentation concurring with your interpretation.

If you need assistance with the Relocation Details section, please contact Wendy DeRobbio, Relocation Specialist, 206-263-9070; or [wendy.derobbio@kingcounty.gov](mailto:wendy.derobbio@kingcounty.gov) or Kathy Tremper, CDBG Coordinator, 2060263-9097; or [Kathy.tremper@kingcounty.gov](mailto:Kathy.tremper@kingcounty.gov).

Continue to Application Forms. Complete PART I and II for ALL applications and attach it to the appropriate PART from the options below, depending on the category of your project.

**SELECT THE APPROPRIATE PART**

Answer associated questions pertinent to the type of project you are seeking funds to complete. Limit your response to no more than one page in length to each question. Do not leave any question unanswered. Indicate 'Not Applicable' rather than leave a question blank.

**PART I - Title Page w/Signature Block**

**PART II - Federal Requirements, Agency Information**

\*Excel Workbook,

Tab 1(For LMA Qualification Only) Tab 1 is the same on all Excel Workbooks

Tab-2 Applies to all of the Categories. Tab 2 is the same on all Excel Workbooks

**PART III - Community Facility Category**

\*Excel Workbook for Community Facility Category, Tabs 3-7; 8 if Acquisition

**PART IV – Public Improvements Category**

\*Excel Workbook for Public Improvements, Tabs 3-5; 6 if Acquisition

**PART V – Park Projects Category**

\*Excel Workbook for Park Projects, Tabs 3-5; 6 if Acquisition

**PART VI – Economic Development & Microenterprise Activities**

\*Excel Workbook Economic Development & Microenterprise, Tab 3-4

**Part VII – Minor Home Repair**

\*Excel Workbook for Minor Home Repair, Tab 3-5

\*Only one Excel Workbook is completed and submitted for an Application, the number of Tabs in the Workbook (the individual worksheets) vary depending on the category of Application.

**Required Attachments for PART I & II:**

**PART I**

ATT I. Board or Council Approval to submit CDBG Application – **Label it Attachment 1**

ATT I. D2.1/D.2.2 – OMB A-133; D.2.1 SEFA (SEFA) or ATT I.D.2.3 General Ledger and Balance Sheet) **Label it Attachment 2**

ATT I. D.3 – Organization Chart – **Label it Attachment 3**

ATT I. D.4 - Non-Profits or Special Districts – **Additional Required Attachments**

D.4.1- Current List of Agency Board Members **Attachment No: 4.1**

D.4.2 - Current Bylaws; Articles of Incorporation **Attachment No: 4.2**

D.4.3 - Copy of Non-Profit IRS Letter of Designation **Attachment No. 4.3**

**PART II**

ATT II. C.2 - A detailed map that shows project site and identifies service delivery area.

**Label it Attachment 5**

ATT II. C.3 - King County i-map and parcel viewer **Label it Attachment 6**

ATT II. D.14 – Pictures of project site. **Label it Attachment 7**

ATT II. D.15 – Site Plan (if applicable). **Label it Attachment 8**

# iMAP



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 5/15/2014 Source: King County iMAP - Property information (<http://www.metrokc.gov/GIS/iMAP>)

(C) 2008 King County





**Agenda Bill No. 14-094**

**TO:** Mayor Guier and City Council Members  
**FROM:** Community Services  
**MEETING DATE:** May 19, 2014  
**SUBJECT:** Summer Youth Lunch Worker position.

---

**ATTACHMENTS:**

- Resolution 2014-159
- Letter of Agreement between the City of Pacific and Teamsters Local Union No. 117.

---

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

**Summary:** Part time summer youth lunch worker is needed to assist with serving lunch and summer programs. The position will be no more than 20 hours per week, and shall last no longer than 2 months. The position will be active from June 30, 2014, to August 22, 2014. Compensation is \$12.00 per hour.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2014-159.

**Motion for Consideration:** Move to approve Resolution No. 2014-159, a resolution authorizing summer hire part-time employment opportunity for Summer Youth Lunch Program, for no more than 20 hours per week and shall last no longer than two months at \$12.00/hour.

**Budget Impact:** Compensation is \$12.00 per hour for 20 hours per week, to run from June 30, 2014, to August 22, 2014.

**Alternatives:** No summer lunch program for the Youth Programs.

**AGENDA ITEM NO. 4E**

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014-159**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON, PART TIME SUMMER EMPLOYMENT OPPORTUNITY FOR  
SUMMER YOUTH LUNCH PROGRAM.**

---

**WHEREAS**, the City of Pacific provides a Summer Lunch Program for the Youth Services in the City of Pacific; and

**WHEREAS**, a need exists for help in the summer youth lunch program; and

**WHEREAS**, the duration of the position shall be for no more than 20 hours per week, and for no longer than 2 months, from June 30, 2014 to August 22, 2014, and

**WHEREAS**, compensation is \$12.00 per hour, and

**WHEREAS**, the Mayor, on behalf of the City of Pacific, has indicated the City's willingness to accept this position, and Youth Lunch Program.

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

**Section 1.** The Pacific City Council hereby authorizes a summer youth lunch worker position for the Summer Youth Lunch Program.

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

**PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON MAY, 27 2014.**

CITY OF PACIFIC

---

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

---

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

---

Kenyon Luce, City Attorney



# LETTER OF AGREEMENT

By and Between

**CITY OF PACIFIC**  
(Public Works and Clerical Employees)

And

**TEAMSTERS LOCAL UNION NO. 117**  
Affiliated with the  
International Brotherhood of Teamsters

---

**Re: Summer Youth Lunch Worker**

The City and the Union agree to a "Summer Youth Lunch Worker" position. The position shall be limited to assist serving lunch and youth programs. The duration shall be for no more than twenty (20) hours per week and shall last no longer than two (2) months, at which time it shall be eliminated.

However, if the City decides to continue the position beyond this duration it shall be accreted into the bargaining unit, and the employee shall become a member of the bargaining unit.

All current bargaining unit members shall not incur a reduction of hours and/or be laid off while this temporary employee is employed by the City.

The Parties shall meet and discuss the continuation of the temporary position if any issues arise during the term of this Letter of Agreement.

The City will notify the Union of the start and end date of this position.

All other terms and conditions of the Agreement will remain in full force and effect.

**CITY OF PACIFIC, WA**  
**PUBLIC WORKS &**  
**CLERICAL EMPLOYEES**

**TEAMSTERS LOCAL UNION**  
**NO. 117, IBT**

---

**LEANNE GUIER**  
Mayor

---

**TRACEY A. THOMPSON**  
Secretary-Treasurer

---

**Date**

---

**Date**





**TO:** Mayor Guier and City Council Members  
**FROM:** John Calkins  
**MEETING DATE:** May 19, 2014  
**SUBJECT:** **Acceptance of EMPG Grant E14-223**

---

**ATTACHMENTS:**

- Resolution No. 2014-160
- Face sheet of the Grant E14-223

---

**Previous Council Review Date:** none

**Summary:** The City of Pacific has been awarded a grant from the Emergency Management Performance Grant in the amount of \$12,637.

**Recommendation/Action:** Accept the grant.

**Motion for Consideration:** Make a motion for the City of Pacific to accept the EMPG grant E14-223.

**Budget Impact:** Positive impact.

**Alternatives:**

**AGENDA ITEM NO. 4F**

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014-160**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON AUTHORIZING THE ACCEPTANCE OF HOMELAND SECURITY  
GRANT AGREEMENT**

**WHEREAS**, the City of Pacific is attempting to establish a quality Emergency Management program, and

**WHEREAS**, the emergency operation center, (EOC) is in need of many upgrades, and

**WHEREAS**, security for the EOC is imperative during a disaster,

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

**Section 1.** Finds that the City will accept the Emergency Management Performance Grant (EMPG), Grant Agreement Number: E-14-223, in the amount of \$12,637.00.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
27TH DAY OF MAY, 2014.**

CITY OF PACIFIC

---

Leanne Guier, Mayor

Attest:

---

Amy Stevenson-Ness, City Clerk

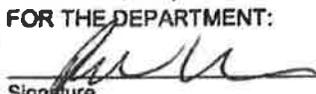
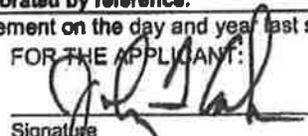
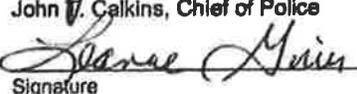
Approved as to form:

---

Kenyon Luce, City Attorney



**Washington State Military Department  
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Sub-grantee Name and Address: <b>Pacific Police Department 113 3rd Ave SE Pacific, WA 98407-1395</b>		2. Grant Agreement Amount: <b>\$12,637</b>		3. Grant Agreement Number: <b>E14-223</b>	
4. Sub-grantee Contact, phone/email: <b>Stephanie Shook, 253-929-1158 sshook@ci.pacific.wa.us</b>		5. Grant Agreement Start Date: <b>June 1, 2013</b>		6. Grant Agreement End Date: <b>September 30, 2014</b>	
7. Department Program Manager, phone/email: <b>Sierra Wardell, 253-512-7121 sierra.wardell@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>022828735</b>		9. UBI # (state revenue): <b>179-000-203</b>	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>					
11. Funding Source Agreement #: <b>EMW-2013-EP-00050-801</b>		12. Program Index # & OBJ/SUB-OJ <b>733PT NZ</b>		13. CFDA# & Title: <b>97.042 EMPG</b>	
14. TIN: <b>91-6001483</b>					
15. Service Districts: <b>(BY LEGISLATIVE DISTRICT): 30 (BY CONGRESSIONAL DISTRICT): 9</b>		16. Service Area by County(ies) <b>King and Pierce</b>		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #	
18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			21. Sub-Grantee Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
22. PURPOSE: Provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to support and enhance those programs as described in the Work Plan.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
<ol style="list-style-type: none"> <li>1. Applicable Federal and State Statutes and Regulations</li> <li>2. Work Plan</li> <li>3. Special Terms and Conditions</li> <li>4. General Terms and Conditions, and,</li> <li>5. Other provisions of the grant agreement incorporated by reference.</li> </ol>					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE APPLICANT:		
 Signature Richard A. Woodruff, Contracts Administrator Washington State Military Department			 Signature John T. Calkins, Chief of Police		
Date <b>9/13/2014</b>			Date <b>4/30/14</b>		
BOILERPLATE APPROVED AS TO FORM:			 Signature Leanne Guier, Mayor		
Brian E. Buchholz (signature on file) 9/18/2013 Assistant Attorney General			APPROVED AS TO FORM (if applicable):  Applicant's Legal Review _____ Date _____		

Form 10/27/00 kdb





**Agenda Bill No. 14-096**

**TO:** Mayor Guier and City Council Members  
**FROM:** Ken Barnett, Acting Public Works Director  
**MEETING DATE:** May 19, 2014  
**SUBJECT:** Approval of MOU for Public Works Seasonal Maintenance Workers

---

**ATTACHMENTS:**

- Resolution No. 2014-161 (Provided at Council Meeting)
- MOU

---

**Previous Council Review Date:**

**Summary:** The City has a need for Seasonal Maintenance Workers. In the past this job has been approved and budgeted for.

The attached job description was not changed from what was approved and utilized in the past.

The job is expected to begin June 23, 2014 through September 12, 2014 as documented in the attached Letter of Agreement.

The position will be paid at Range One (1) Step one (1) of the Collective Bargaining Agreement.

**Recommendation/Action:** Approve hiring two seasonal maintenance workers.

**Motion for Consideration:** "I move to approve the hiring of two seasonal maintenance workers for Public Works, not to exceed 480 hours and 12 weeks at pay range one, Step A, \$15.67/hour."

**Budget Impact:**

**Alternatives:**

**AGENDA ITEM NO. 4G**

# LETTER OF AGREEMENT

By and Between

**CITY OF PACIFIC**  
(Public Works and Clerical Employees)

And

**TEAMSTERS LOCAL UNION NO. 117**  
Affiliated with the  
International Brotherhood of Teamsters

---

**Re: Seasonal Park Maintenance**

The City and the Union agree to a "Seasonal Park Maintenance" position that is intended to augment the Public Works crew by performing work that is seasonal in nature which will allow the regular Public Works members to dedicate their time to tasks and projects that require a greater skill level.

This position(s) shall be permitted to perform work within the Public Works jurisdiction limited to those duties as described in a job specification that the parties have agreed to. The position(s) may be filled beginning Monday, June 16th and may remain staffed through Friday, September 12<sup>th</sup>. The position will be paid at Range One (1) Step one (1) of the Collective Bargaining Agreement.

The position is covered by the Union and therefore successful candidates will be required to join the Union by paying an initiation fee and dues during the period of time they will work in the jurisdiction. The initiation fee will be set at one-hundred dollars (\$100.00) and the dues will be 1.3% of the hourly rate.

This Letter of Agreement covers the period listed herein for the year 2014 and will expire at the end of the payroll cycle following September 12, 2013.

All other terms and conditions of the Agreement will remain in full force and effect.

**CITY OF PACIFIC, WA**  
**PUBLIC WORKS &**  
**CLERICAL EMPLOYEES**

**TEAMSTERS LOCAL UNION**  
**NO. 117, IBT**

---

**LEANNE GUIER**  
Mayor

---

**TRACEY A. THOMPSON**  
Secretary-Treasurer

---

**Date**

---

**Date**





**Agenda Bill No. 14-097**

**TO:** Mayor Guier and City Council Members

**FROM:** Ken Barnett

**MEETING DATE:** 5-19-14

**SUBJECT:** CDL Drug and Alcohol Testing policy

---

**ATTACHMENTS:**

- Resolution No. 2014-162
- Proposed drug and alcohol testing policy

---

**Previous Council Review Date:** To PW Committee 5-7-14

**Summary:** The City does not currently have a drug testing policy for CDL drivers and needs to adopt a policy to be compliant with federal DOT guidelines. The proposed policy has been reviewed and approved by staff the Union and PW committee.

**Recommendation/Action:** Approve Resolution #2014-162 to adopt the proposed Drug and Alcohol policy

**Motion for Consideration:** Move to approve Resolution 2014-162 CDL Drug and Alcohol Policy.

**Budget Impact:**

**Alternatives:** NONE

**AGENDA ITEM NO. 4H**

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014-162**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON, APPROVING THE CDL DRUG AND ALCOHOL TESTING  
POLICY.**

**WHEREAS**, the City does not currently have a drug and alcohol policy for CDL Drivers;  
and

**WHEREAS**, compliance with Federal DOT guidelines requires drug and alcohol tests of  
CDL drivers; and

**WHEREAS**, City staff, the Union, and Public Works Committee have reviewed and  
approved the CDL Drug and Alcohol testing policy.

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

**Section 1.** The Pacific City Council hereby adopts the proposed CDL drug and Alcohol testing  
policy, attached as Exhibit A.

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

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON  
THE 27<sup>TH</sup> DAY OF MAY 2014.**

CITY OF PACIFIC

\_\_\_\_\_  
Leanne Guier, Mayor

ATTEST:

\_\_\_\_\_  
Amy Stevenson-Ness, City Clerk

Approved as to Form

\_\_\_\_\_  
Kenyon Luce, City Attorney

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

FILED WITH THE CITY CLERK: 12.10.12  
PASSED BY THE CITY COUNCIL:  
EFFECTIVE DATE:  
RESOLUTION NO. 12-1222

# CITY OF PACIFIC

## Drug and alcohol policy

### For use with DOT-regulated employees

Federal regulations require that employers conduct alcohol and controlled substances testing of drivers who operate commercial motor vehicles, mechanics, and supervisors with a commercial driver's license who fill in. For the purpose of this policy, the employee will be referred to as "driver" and the employer will be referred to as "Employer." This policy provides guidelines for circumstances under which the Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Transportation (DOT) mandated testing must be conducted. Of course, all the details of every possible situation can not be anticipated, so the Employer reserves the right to determine the appropriate application of this policy and general employment policies to any particular case.

Employees covered by this policy have been provided a copy of these FMCSA/DOT provisions and by signature verify that they have read and understand the policy. **Drivers should note that in addition to the required DOT regulations, they are also subject to the Employer's drug and alcohol policy and all other policies and procedures applicable to all employees.**

The Employer expects all drivers to work drug- and alcohol-free at all times. If you have any questions about this policy, contact **(*DER name(s), title(s), and phone number(s)*)**.

The following conditions and activities are expressly prohibited:

The manufacture, or sale, or use or possession of alcohol, any controlled or illegal substance (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on Employer premises or property, or during work time, or while representing the Employer in any work-related fashion.

Reporting for work having consumed alcohol or used illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance. For purposes of this policy, having any detectable level of an illegal or controlled drug, or alcohol with an alcohol concentration of .02 or greater, in one's system while covered by this policy will be considered to be a violation.

### Alcohol and drug problems

In some cases alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Drivers who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. It is **the driver's** responsibility to seek help when needed, and to do so **before** substance abuse causes problems on the job or results in disciplinary action.

Drivers who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation, and treatment requirements of 49 CFR Part 382 and 40, provided that:

- The admission is in accordance with the Employer's written established voluntary self-identification policy;
- The driver does not self-identify in order to avoid testing;
- The driver makes the admission of alcohol misuse or controlled substances use before performing a safety-sensitive function;
- The driver does not perform a safety-sensitive function until the Employer is satisfied that the driver has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.

Normally, the Employer will:

1. Not take adverse action against a driver making a voluntary admission of alcohol misuse or controlled substances use provided that the admission occurs before the employee has been subject to disciplinary action or the use/misuse has affected job performance;
2. Allow the driver sufficient opportunity to seek an evaluation, education or treatment to establish control over the employee's drug or alcohol problem;

3. Permit the employee to return to safety sensitive duties **only** upon successful completion of an educational or treatment program, as determined by a substance abuse professional.

The following Substance Abuse Professional can provide help and referrals:

**Contact the City Clerk/Personnel Manager for referrals to a Substance Abuse Professional**

## Definitions

**"Alcohol"** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**"Alcohol concentration (or content), BAC"** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under 49 CFR Part 382.

**"Alcohol use"** means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

**"Commercial motor-vehicle"** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Has a gross vehicle weight rating of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

**"Controlled substances"** mean those substances identified in 49 CFR Part 40.85, as amended: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

**"DOT Agency"** means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with 49 CFR Part 40.

**"Driver"** means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly-employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

**"Drug"** has the meaning of any controlled substances, prescription, or over-the-counter medication.

**"EBT (or evidential breath testing device)"** means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.

**"Employer"** means an entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with 49 CFR Part 382. The term refers to the entity responsible for overall implementation of DOT drug and alcohol program requirements, as well as those individuals employed by the entity who take personnel actions resulting from violations of 49 CFR Part 382 and any applicable DOT agency regulations. Service agents are not employers.

**"Licensed medical practitioner"** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**"Medical Review Officer (MRO)"** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant medical information.

**"Performing (a safety-sensitive function)"** means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**"Refuse to submit (to an alcohol or controlled substances test)"** means that a covered employee:

- Fails to show up for any test (except a pre-employment test) within a reasonable time after being directed to do so by the Employer. This includes the failure of an employee to appear for a test when called by a Consortium/Third Party Administrator);
- Fails to remain at the testing site until the testing process is complete; provided, that an applicant who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test. The testing process commences once the applicant has been provided the specimen collection cup.
- Fails to provide a urine specimen for any drug test or breath or saliva sample for an alcohol test required by 49 CFR Part 382, if the employee leaves after the testing process has commenced;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the provision of a specimen;
- Fails to provide a sufficient amount of urine, breath or saliva when directed, unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure to provide.
- Fails or declines to take a second test the employer has directed following a negative dilute result as required by 40.197(b);  
Fails to undergo an additional medical examination, as directed by the MRO as part of the verification process, or as directed by the Designated Employer Representative (DER) concerning the evaluation as part of the "shy bladder" procedures in 49 CFR Part 40, subpart I; or fails to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined in 40.265(c).
- Fails to cooperate (e.g. refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector) or otherwise interferes with any part of the testing process.
- Fails to sign the certification at Step 2 of the alcohol testing form (ATF).
- Is reported by the MRO as having a verified adulterated or substituted test result.
- For an observed collection, fails to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Admits to the collector or MRO to having adulterated or substituted the specimen.

**"Safety-sensitive function"** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required by 49 CFR 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;  
All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

6. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## **Prohibited conduct**

The following is considered prohibited conduct under this policy:

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. No driver shall use alcohol while performing safety-sensitive functions.
3. No driver shall perform safety-sensitive functions within four hours after using alcohol.
4. No driver required to take a post-accident alcohol test under 49 CFR 382.303 shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
5. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, or follow-up controlled substance and/or alcohol test required by 49 CFR Part 382.
6. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

### *Optional policy provision*

**\*\*Prescription medications:** *No driver may possess any prescription medication or report to work while using any prescription, except when he/she is under a doctor's care and the doctor has advised the driver that the substance does not affect his/her ability to safely operate a commercial motor vehicle. The use of medication that could affect a driver's safe job performance is prohibited while working. The driver shall report to (insert DER name(s), title(s), and phone number(s)) the use of any prescribed medication and, without identifying the medication, shall provide a certificate from the driver's doctor that the use of the medication will not impair the ability to safely perform his/her duties. If, as a result of testing under this policy, the driver is found to have the presence of controlled substances in the body which is a result of the use of his/her legally prescribed medication that has not been reported, the driver shall be removed from service without pay until it is determined that the use of medication will not impair his/her ability to safely perform assigned duties.*

**\*\* Employer requirement, not a DOT mandated requirement**

7. No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for controlled substances.

The Employer shall not permit a driver to continue to perform safety sensitive functions if the Employer has actual knowledge of a driver violating any of the aforementioned prohibitions.

The Employer can obtain actual knowledge based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substances use, except as discussed in the Employer's voluntary self-identification program.

## **Other related alcohol conduct**

A driver tested under the requirements of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed immediately from performing safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the test administration.

## **Controlled substances and alcohol testing**

The driver may be tested for controlled substances at any time during his/her work day, except for pre-employment testing, and alcohol testing will be conducted just before, during or after performing safety-sensitive functions. Submission to the controlled substance and alcohol testing described in this policy is a condition of employment with the Employer for those drivers covered by DOT and FMCSA regulations. A refusal to submit (as described above) will constitute a violation of this policy and be grounds for termination of employment.

**Decision point regarding negative dilute test results.** An employer can choose one of the following options. If you select option 3 or 4, you must test all individuals within the test category you choose; you cannot pick and choose which individuals to retest. Retesting can only be conducted after it has been addressed in the policy. If the Employer does not mention retest of negative dilutes, no retesting can be conducted until the policy has been rewritten to require retesting. An Employer can only require one retest of the individual; if the retest is also negative dilute, it must be accepted as a negative test and it cannot be considered a positive test.

- Option 1. Don't put anything in the policy about negative dilute results. By omission, you are accepting a negative dilute result as a negative result.
- Option 2. All negative dilute specimen test results will be accepted as a negative result and will require no further action.
- Option 3. *\*\*All negative dilute specimen test results will require the applicant or employee to submit to an immediate retest. He/she should report as early in the day as possible and refrain from drinking any fluids for at least two (2) hours prior to testing.*  
*\*\* Employer requirement, not a DOT mandated requirement.*
- Option 4. The last option would be to require negative dilute retests by test categories (i.e. all pre-employments and return-to-duty tests, but no other test types). Place a statement similar to #3 above after each category in which you are requiring retests.

Drivers will be subject to testing as follows:

**Pre-employment:** Drivers will be tested for controlled substances unless the applicant participated in a DOT testing program within the past 30 days **and**:

1. Has passed a DOT controlled substance test within the past six (6) months; **or**
2. Was subject to DOT random controlled substance testing program for the previous 12 months; **and**
3. Has not violated any prohibitions of 49 CFR Part 382 within the past six (6) months.

A driver/applicant who tests positive on a pre-employment test will not be hired, however, may be eligible to reapply for employment with the Employer after **(enter time period, example three (3) months, six (6) months, etc.)** from the date of the positive test. In addition, an applicant who tested positive on any DOT mandated pre-employment drug test after August 1, 2001, must provide documentation of his/her successful completion of DOT return-to-duty requirements (i.e. an evaluation by a substance abuse professional, education and/or treatment, and a negative DOT pre-employment test, all of which meet the requirements of 49 CFR Part 40).

**Post-accident:** As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving driver shall be tested for controlled substances and alcohol if:

1. The driver was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
2. The driver received a citation for a moving violation and the accident involved bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident; or
3. The driver received a citation for a moving violation and the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test. The alcohol test must be completed within two (2) hours of the accident; if not, the driver must advise the Employer the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the accident. After eight (8) hours the attempt to test will be ceased, and the driver must again provide the reasons for the test not being administered.

A controlled substances test shall be administered as soon as practicable up to 32 hours following the accident. After 32 hours the attempt to test will be ceased, and the driver must provide the reasons for the test

not being administered promptly. A driver must remain readily available for testing, or may be deemed by the Employer to have refused to submit to testing.

Nothing in this policy should be construed to require the delay of necessary medical attention for the injured.

**Decision point: If the Employer wants to require the CDL driver to be tested even though a citation has not been issued but the accident did involve an injury and/or tow away, then include the following language:**

*\*\*In addition, any driver involved in any commercial motor vehicle accident involving an injury requiring immediate medical attention or any vehicle towed away because of disabling damage, where no citation has been issued, the driver will be required to submit to testing. Testing will be to determine the presence, use, or any involvement with alcohol or drugs unless the Employer determines, at its discretion, that the accident could not have been caused by alcohol or drug use.*

*The driver will submit to an alcohol test within eight (8) hours and a controlled substances test within 32 hours of the accident. The Employer/driver must advise the collection site and alcohol testing personnel that the test being required is an Employer-required test, not a mandated DOT test.*

*\*\* Employer requirement, not a DOT mandated requirement.*

**Random:** The employer is using a consortium/third party administrator to facilitate the random selection of drivers and notification to the employer of the driver(s) selected for testing. The consortium/third party administrator is:

A WorkSAFE Service, Inc.  
1696 Capitol St NE  
Salem OR 97301  
(503) 391-9363

Drivers will be subject to random alcohol and controlled substance testing under the following program:

1. Random selection of drivers will be made by a scientifically valid method using a computer-based random number generator that is matched with drivers' social security numbers.
2. Each driver shall have an equal chance of being drawn each time selections are made.
3. Selections for testing are unannounced and reasonably spread throughout the calendar year.
4. Random selections are made to ensure testing for controlled substances is conducted at not less than the minimum annual 50% rate and alcohol is conducted at not less than the minimum annual 10% rate, or the rates as established by the FMCSA.
5. A driver shall only be tested for alcohol just before, during, or after performing safety-sensitive functions; however, he/she may be tested for controlled substances any time while performing work for the employer.
6. Once a driver is notified of selection for random alcohol and/or controlled substances testing, he/she shall proceed to the test site immediately.

**Reasonable suspicion:** Drivers will be tested for alcohol and/or controlled substances whenever the employer has reasonable suspicion that the individual has violated any of the drug and alcohol policy (for example, if the employer observes physical signs of drug or alcohol use, such as slurred speech, unsteady gait, dilated pupils, odor of alcohol or controlled substances, etc.; or if observed, unusual behavior suggesting the use of controlled substances or alcohol in violation of the Employer policy). Drivers required to be tested under reasonable suspicion testing will be removed from performing safety-sensitive functions pending the outcome of the test result(s) and be transported to the testing facility by the Employer.

Reasonable suspicion drug testing is authorized when the supervisor's observation of the driver's behavior occurs any time during the workday. Reasonable suspicion alcohol testing is authorized only if the supervisor's observation of the driver's behavior has been made during, just preceding, or just after performing any safety-sensitive function.

The alcohol test must be completed within two (2) hours of the observation; if not, the Employer must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours

following the observation. After eight (8) hours, the attempt to test will cease, and the Employer must again provide the reasons for the test not being administered.

If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames.

The Employer shall not permit a driver to report for duty, remain on duty, perform, or continue to perform any safety-sensitive functions while the driver is impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse, until:

1. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02 percent; or
2. The start of the driver's next regularly-scheduled duty period, but not less than twenty four (24) hours following the supervisor's determination that reasonable suspicion exists.

Supervisors and any Employer representative that may be expected to serve in a supervisory capacity, and who may be required to make a reasonable suspicion determination, must have received at least 60 minutes of training on the indications of probable drug use and an additional 60 minutes training on the indicators of probable alcohol misuse. Only those individuals who have received this training are qualified to make these decisions.

**Return-to-duty:** No driver found to be in violation of the Employer drug and alcohol policy will be permitted to return to duty involving safety-sensitive functions until the driver has a verified negative controlled substances test and/or an alcohol test with a result less than 0.02 alcohol concentration. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

**Follow-up:** Any driver in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances use as identified through the evaluation by the Substance Abuse Professional will, if still employed, be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional. The Employer may perform follow-up testing for five years. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

### **Failure to cooperate**

Employees who are subject to this policy are expected to comply fully with any required testing. Failure to do so (including, for example, refusing to sign consent or refusing to test, obstructing the testing process, failing to make themselves available for a required test, failing to provide an adequate sample for testing, attempting to adulterate or substitute a specimen, or in any way tampering with a required test, failure to empty pockets or wash hands as requested by collection site personnel, refusing to permit an observed collection, possessing or wearing a prosthetic or other device that could be used to interfere with the collection process) will cause the driver to be immediately relieved from performing safety-sensitive functions, and will also be considered a violation of Employer policy that will subject the employee to discipline, up to and including termination of employment. The Employer also reserves the right to involve law enforcement officials for any conduct that it believes might be in violation of state or federal law.

### **Testing procedures**

**Urine specimen collection:** Specimen collections will be conducted in accordance with the procedures of 49 CFR Part 40, as amended. The collection procedures are designed to ensure the security and integrity of the specimen provided by each covered employee, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to preserve the individual's privacy as much as possible consistent with ensuring an accurate result. Covered employees will be required to empty their pockets before providing the drug test specimen.

Under normal circumstances, the applicant or covered employee will be afforded complete privacy in the restroom for providing the urine sample. Certain situations do require the urine sample be provided under same-gender direct observation. Those situations include:

- The temperature on the original specimen was out of range; or
- The original specimen appeared to have been tampered with (i.e. unusual color, odor, foam, etc.); or
- The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the Employer there was not an adequate medical explanation for the result; or
- The MRO reported to the Employer that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed; or
- The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5mg/dL, and the MRO reported the specimen to the Employer as negative-dilute and a second collection must take place under direct observation; or
- All return-to-duty or follow-up drug tests.

When that occurs, the donor will be required to follow the observer's instructions to raise their clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.

Refusing to permit an observed collection, or possessing or wearing a prosthetic or other device that could be used to interfere with the collection process, are considered a refusal to test and will constitute a verified positive drug test result.

**Laboratory analysis:** As required by 49 CFR Part 40, only a laboratory certified by the Department of Health and Human Services (DHHS) will be retained by the Employer to perform the analysis of the urine specimen for controlled substances. The initial screening test will be performed by immunoassay and will test for substances and at cutoff levels required by 49 CFR Part 40, as amended. All specimens identified as positive on the initial screening test will be confirmed using gas chromatography/mass spectrometry techniques at cutoff levels required by 49 CFR Part 40, as amended.

**Breath alcohol:** Testing will be conducted by a qualified technician according to 49 CFR Part 40 procedures. Either a breath or saliva test by an EBT device will be used for the testing.

### **Medical review**

All controlled substances test results will be reviewed by a Medical Review Officer (MRO) before results are reported to the Employer. The MRO will attempt to contact the driver to discuss the test results before reporting positive results to the Employer.

The Employer Medical Review Officer is:

Dr. C. Kirby Griffin, MD  
9370 SW Greenburg Rd., Suite 200  
Portland OR 97223  
(877) 977-3225

### **Notification of results**

The Employer will notify the affected driver of any controlled substances test that is reported as positive by the MRO. The Employer will notify driver-applicants of the results of pre-employment controlled substances testing if the applicant requests that information in writing within 60 days after the Employer notifies the applicant that he/she has or has not been hired.

### **Reanalysis of original specimen**

Within 72 hours of the MRO notifying the driver of a verified positive controlled substances test, an adulterated or substituted specimen, the driver may request the reanalysis of the original specimen. Only the MRO may authorize such a reanalysis, and such a reanalysis may take place only at laboratories certified by the Department of Health and Human Services (DHHS). If the reanalysis fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test.

All applicants/drivers have a right to request the reanalysis of the original specimen, for which the **applicant/driver** will be responsible to pay.

## **Confidentiality**

Records required under this policy, including test results, will be maintained in a secure location with controlled access. Each driver shall, upon written request, be entitled to receive copies of his/her own records, and to receive copies of his/her records made available to any subsequent employer. Information may also be disclosed to the relevant state or federal agencies, or in connection with judicial, administrative or related proceedings (e.g., grievances and arbitration) initiated by or on behalf of the driver.

## **Evaluation and referral**

DOT regulations require that any driver who violates the alcohol and controlled substances rules of 49 CFR Part 382 be advised of available evaluation resources and be evaluated by a Substance Abuse Professional. The driver must complete an appropriate education and/or treatment program before being eligible to return to safety sensitive duty.

Before returning to performing safety-sensitive functions for **any** DOT employer, a driver must be tested for controlled substances with a verified negative controlled substances test result and/or alcohol with a test result less than 0.02 alcohol concentration. The driver will be subject to follow-up testing of at least six tests in the first 12 months of returning to duty, and follow-up testing may continue for five years.

## **Information on effects and signs of alcohol and controlled substance use**

DOT regulations require employers to furnish information regarding the effects of alcohol and controlled substance use, as well as the signs and symptoms of such use. Included in an appendix to this policy are fact sheets regarding alcohol and various controlled substances. Any employee who suspects a co-worker has an alcohol or drug problem may refer the co-worker to contact information for the Substance Abuse Professional identified in this policy, the City's Employee Assistance Program, or to management.

## **Consequences**

Under normal circumstances, employees violating this policy or federal regulations will be suspended from performing any safety-sensitive functions with a commercial motor vehicle as defined by this policy and will be subject to disciplinary action up to and including termination of employment. Under some circumstances, however, the Employer may agree to return an employee to performing these functions following treatment and rehabilitation. When that occurs, the employee must pay the cost of any treatment. The Employer medical plan, if available to the employee, may cover a portion of the costs associated with the pre-treatment evaluation and treatment. Uncovered costs of treatment are the employee's responsibility to pay. The Employer will pay the cost of the pre-treatment evaluation and any follow-up controlled substances or alcohol testing required by 49 CFR Part 382.

When, at the Employer's discretion, an employee is returned to work, the driver will be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional in order to continue to perform safety-sensitive functions and operate a commercial motor vehicle requiring a CDL.

The Employer reserves the right to take disciplinary action up to and including termination for violation of the Employer drug and alcohol policy where and when deemed appropriate.

# Certificate of Receipt

I hereby certify that on the date shown below, I received and read a copy of the City of Pacific Drug and Alcohol Policy for Use With FMCSA/DOT-Regulated Employees, consisting of eleven (11) pages including these Certificates of Receipt, and a copy of drug and alcohol awareness training materials. I understand and agree to comply with this policy, including any required alcohol or controlled substance testing.

---

Employee – print name

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Employee – signature

Dated: \_\_\_\_\_

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---

Employee – print name

---

Employee – signature

Dated: \_\_\_\_\_





**Agenda Bill No. 14-098**

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** May 27, 2014  
**SUBJECT:** 6-Year Transportation Improvement Plan (STIP) 2015 – 2020 Public Hearing

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**ATTACHMENTS:**

- Resolution 2014-169
- 6-Year Transportation Improvement Plan (STIP) 2015 – 2020 Public Hearing

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

**Summary:** Current state statutes require the City of Pacific to prepare a Six Year Transportation Improvement Plan (TIP) annually for submittal to Washington State Department of Transportation (WSDOT). Portions of the City's TIP which meet the criteria for regionally significant projects are then incorporated into the Statewide Transportation Improvement Program (STIP). The TIP is an important tool for local, state and federally funded projects, and is utilized by governmental and planning organizations at all levels. Projects must be identified on the TIP and/or the STIP to be eligible for funding from Federal and State sources. A Public Hearing is required.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2014-163.

**Motion for Consideration:** Move to approve Resolution No. 2014-163, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON JUNE 9, 2014 AT 6:30 PM IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON THE DEVELOPMENT OF THE CITY'S 2015 – 2020 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN.

**Budget Impact:** There is no immediate budget impact associated with the passage of this measure.

**Alternatives:** Deny the measure and re-structure the TIP. This action would require a new public hearing to be held.



**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014 -163**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON**, setting the time and place for a public hearing on June 9, 2014 at 6:30 PM in the City of Pacific Council Chambers to hear from the public on the development of the City's 2015 – 2020 Six Year Transportation Improvement Plan.

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**WHEREAS**, RCW 35.77.010 requires the legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. The program shall be filed with the secretary of transportation not more than thirty days after its adoption.

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

Section 1. That said 2015 – 2020 Six Year Transportation Improvement Plan shall be presented for hearing and determination on Monday, June 9, 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 9th day of June, 2014.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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KENYON LUCE, CITY ATTORNEY





**Agenda Bill No. 14-099**

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** May 19, 2014  
**SUBJECT:** Gordon Property Purchase

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**ATTACHMENTS:** Resolution 2014-164  
Draft Purchase and Sale Agreement  
Color Coded map of subject property

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**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. 2014-164.

**Motion for Consideration:** Move to approve Resolution No. 2014-164, 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.



**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2014-164**

**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.**

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**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 Seven Hundred Forty Seven Thousand Nine Hundred Fifty-Two Dollars and Forty-Eight Cents (\$747,952.48) 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 PURCHASE AND SALE 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, and L and V Properties LLC, both limited liability companies organized under the laws of the State of Washington, (hereinafter collectively referred to as the "Seller");

WHEREAS, the City is planning a construction project known as the Stewart Road Improvement Project (hereinafter the "Project") along Stewart Road SW and SR 167 N, along the frontage of property owned by the Seller, in Pacific, Washington; and

WHEREAS, as part of this Project, the City currently plans to: (a) improve Stewart Road SW from the existing two-lane configuration to a five-lane major arterial under the City's Public Works Standards, with curb, gutter, and sidewalk on the south side and curb, gutter and multi-use trail (the Interurban Trail) on the north side; (b) install a new signal system and complete intersection improvements at the intersection of Stewart Road SW and Thornton Avenue; and (c) install a conveyance and stormwater treatment system for these facilities; and

WHEREAS, in order for this Project to be completed as designed, the City needs to acquire additional right-of-way from the Seller for construction of the road, trail, and associated utilities; and

WHEREAS, in order for this Project to be completed as designed, the City must also acquire a portion of the Seller's property for the storm water facility associated with the Project, as well as an access easement for the storm water facility; and

WHEREAS, the City deems it necessary and proper to acquire the right-of-way for public purposes, the City is authorized and empowered to initiate proceedings under its power of eminent domain, if necessary, to acquire the right-of-way for public purposes, and the parties desire that in lieu of such proceedings, and to avoid the cost and uncertainty of litigation, the right-of-way shall be acquired by Purchaser pursuant to the terms and conditions of this Agreement; and

WHEREAS, Puget Sound Energy (hereinafter "PSE") is the beneficiary of a number of easements encumbering the right-of-way and has agreed to participate in this transaction by fully or partially releasing certain easements as described and depicted in **Exhibit D** attached hereto, accepting an aerial easement on other property owned by the Seller as described and depicted in **Exhibit C** attached hereto, and amending an easement as described and depicted in **Exhibit E** attached hereto; and

WHEREAS, the City is willing to acquire the right-of-way subject to existing PSE easements that will not otherwise be released by PSE, and also subject to the terms and conditions of this Agreement; and

WHEREAS, the Seller has agreed to sell the necessary property to the City, to grant the City an access easement, to obtain PSE easements releases and amendments, and to cooperate with PSE with respect to executing amendments to easements, in exchange for monetary compensation of Seven Hundred Forty Seven Thousand Nine Hundred Fifty-Two Dollars and Forty-Eight Cents (\$747,952.48) under the terms and conditions in this Agreement, and in addition, the Seller has requested and the City has granted certain development rights to the Seller on its property, which rights are more particularly described in a Development Agreement originally approved by the City on March 10, 2014; and

WHEREAS, the Seller is subject to proposed mitigation under the State Environmental Policy Act ("SEPA") for the portion of the Project requiring installation of the new signal system and intersection improvements at the intersection of Stewart Road S.W. and Thornton Avenue, a portion of the Projects as outlined in the notice from the City dated March 14, 2014 (hereinafter the "Thornton Intersection Improvements"), a copy of which is attached as **Exhibit G**, which Seller's proportionate share totals Two Hundred Forty-Seven Thousand Nine Hundred Fifty-Two Dollars and Forty-Eight Cents (\$247,952.48);

NOW, THEREFORE, 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:

#### COVENANTS AND CONSIDERATION

1. **Property and Easement to be Purchased.** Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the following Property, together with all improvements, appurtenances, rights, licenses, privileges, easements and all of Seller's right, title and interest in the Property:

1.1. The Property identified as a portion of Parcel No. 042002-1066, legally described in **Exhibit A1**, which Exhibit is attached hereto and incorporated herein by this reference, which property is required for stormwater ponds associated with the Project and extension of the Interurban Trail;

1.2. The Property identified as a portion of Parcel No. 042002-1062, legally described in **Exhibit A2**, which Exhibit is attached hereto and incorporated herein by this reference, which northwest triangular portion is required for stormwater ponds associated with the Project and extension of the Interurban Trail, and which southerly portion is 35-feet-wide, more or less at various sections, and is required for the Stewart Road SW expansion from the existing two-lane configuration to a five-lane major arterial;

1.3. The Property identified as a portion of Parcel No. 042002-1044, legally described in **Exhibit A3**, which Exhibit is attached hereto and incorporated herein by this reference, which southerly portion is 35-feet-wide and is required for the Stewart Road SW expansion from the existing two-lane configuration to a five-lane major arterial;

1.4 The Property identified as a portion of Parcel No. 449540-0143, legally described in **Exhibit A4**, which Exhibit is attached hereto and incorporated herein by this reference, which southerly portion is 5-foot wide and is required for the Stewart Road SW expansion from the existing two-lane configuration to a five-lane major arterial; and

1.5 An easement over the Property identified as a portion of Parcel No. 042002-1062, legally described in **Exhibit B**, which Exhibit is attached hereto and incorporated herein by this reference, which westerly portion is required to provide access from Stewart Road SW to the stormwater ponds associated with the Project and the Interurban Trail extension.

2. **Purchase Price and Manner of Payment.** The total purchase price for all of the Property and the easement identified in Section 1 herein shall be Seven Hundred Forty Seven Thousand Nine Hundred Fifty-Two Dollars and Forty-Eight Cents (\$747,952.48). The Purchaser shall not be required to pay earnest money into escrow. The entire balance shall be due on Closing. The sum of Two Hundred Forty Seven Thousand Nine Hundred Fifty-Two Dollars and Forty-Eight Cents (\$247,952.48) shall be disbursed to the City at Closing from the Seller's net proceeds of the sale as contribution for the Thornton Intersection Improvements referenced in Exhibit G, and in full satisfaction of the SEPA mitigation for the Stewart Road Project. Any prorations as determined in Section 6 herein shall be reflected in the amount paid to the Seller at Closing.

3. **Closing of Property.** The Closing Date for the purchase and sale of the Property shall be held no later than May 27, 2014, in the office of the Escrow Agent.

3.1 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.

3.2 **Deliveries at Closing – Title to Property.** At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, subject to the Permitted Exceptions defined in Section 10, by statutory warranty deed (the "Deed"), in the form attached hereto as **Exhibit F**, duly executed and in recordable form and insurable as such by Chicago Title Company, Tacoma, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium and costs of a survey, 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 10 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 may be 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.

3.3 Deliveries at Closing – Easement. In addition to the above, the Seller shall prepare, for the Purchaser's review, an Aerial Easement over the Seller's Property described and depicted in **Exhibit C**, granting such Aerial Easement to Puget Sound Energy ("PSE") for the purposes of installing, maintaining and repairing existing and/or new electrical facilities. The Seller shall execute said Aerial Easement and deliver the original to PSE for recording against the Property identified in **Exhibit C** on or before the scheduled Closing Date. A copy of the executed Aerial Easement shall be provided to the Purchaser at Closing.

3.4 Deliveries at Closing – Easement. In addition to the above, the Purchaser shall prepare, for the Seller's review, a perpetual Access Easement on and over the Seller's Property for the purposes of ingress and egress, installing, repairing and maintaining new storm water drainage facilities. The Seller shall execute said Access Easement and deliver the original to the Purchaser for recording against the Property identified in **Exhibit B** on or before the scheduled Closing date. A copy of the proposed Access Easement shall be provided to the Purchaser upon execution of this Agreement.

4. Possession and Use. Irrevocable 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. This Agreement is executed with the understanding that the parties will proceed to Closing on the Property identified in **Exhibit A**. If Closing does not occur, the City may begin proceedings in eminent domain to acquire title to the Property identified in **Exhibit A**. The Seller agrees that if eminent domain proceedings are instituted, the Seller has no objection to the City's entry of an Order Adjudicating Public Use, pursuant to RCW 8.04.070 and .090 and agree that this instrument will be treated as and accorded the same as the Order for Immediate Possession, pursuant to RCW 8.04.090, *et seq.*, RCW 8.25.070 and RCW 8.12.030.

5. 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 Purchaser; (b) the cost of recording the Deed to Purchaser shall be paid by the Purchaser; (c) the escrow fee will be paid by the Purchaser. The Purchaser agrees to pay not more than One Thousand Dollars (\$1,000.00) toward the following costs of the Seller: (1) recording fees, filing fees and any bank or trustee service charges to prepare and record partial reconveyances of existing deeds of trust encumbering the Property and to file Uniform Commercial Code financing statement amendments to release the Property; (2) recording fees to record the full and partial PSE Easement Releases and PSE Easement Amendment as legally described and depicted in **Exhibit D** and to record the PSE Aerial Easement legally described and depicted in **Exhibit C**. 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.

6. 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:

6.1 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;

6.2 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;

6.3 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;

6.4 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.

7. **Conditions Precedent to Purchaser's Obligation to Close.** 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; (c) the Council's review and approval of all documentation relating to the fair market value; (d) after the Council's receipt and approval of the Hazardous Substances report and the documentation regarding property value, the Council's discretionary decision to proceed with the sale for the Purchase Price set forth in Section 2 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.

8. **Seller's Covenants.**

8.1 **Right of Inspection.** At all times prior to Closing, with reasonable advance notice to Seller:

8.1.1 Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property as Purchaser may in good faith require to inform itself of the condition or operation of the Property, provided that Purchaser shall first provide Seller with a copy of the City's insurance coverage agreement. A representative of Seller may accompany Purchaser or Purchaser's representative at Seller's option. Purchaser shall be solely responsible for the conduct of Purchaser's representatives on and adjacent to the Property and shall pay for all expenses incurred by the Purchaser with respect to the inspections. Purchaser or Purchaser's representative shall not conduct any physically invasive testing of, on or under the Property without Seller's prior written consent. Purchaser agrees to return the Property to substantially the same condition as existed prior to entry by Purchaser or Purchaser's representatives. Purchaser shall use reasonable efforts to minimize interference with Seller and Seller's tenants and vehicular traffic at the Property. The information obtained by the Purchaser relating to such inspections is subject to the Public Records Act (chapter 42.56 RCW). Purchaser shall indemnify, defend and hold Seller its managers, members, representatives and agents harmless from any loss, injury liability, damage or expense, including reasonable attorneys' fees and costs which such parties may incur as a result of any negligent act or omission of Purchaser or its representatives arising with respect to any inspections or failure of Purchaser to restore the Property after an inspection. This section shall survive termination of this Agreement or Closing.

8.1.2 Seller shall 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, licenses and 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. The information obtained by the Purchaser relating to same is subject to the Public Records Act (chapter 42.56 RCW).

8.2 Encumbrances. At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights 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.

8.3 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.

8.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the date of execution of this Agreement by both parties and prior to Closing, without the prior approval from Purchaser.