



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

January 9, 2017
Monday

Regular Meeting
6:30 p.m.

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

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

5. REPORTS

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

(4)

6. ORDINANCES: SECOND READING/PASSAGE

- (5) **A. Ordinance No. 2016-1950: First and Final Reading:** Providing for the issuance and sale of a Bond Anticipation Note to providing interim financing for improvements within the Local Improvement District No. 6 In the aggregate principal amount of \$5,100,000.
- (20) **B. Ordinance No. 2017-1948:** Adoption of 2015 Building Codes and repealing Chapters 8.16, 17.04, 17.24, 17.28 And 17.33 and adding a new Chapter 17.04.

7. ORDINANCES: FIRST READING

- (30) **A. Ordinance No. 2017-1949:** Adopting new Stormwater Code revisions and amending the Pacific Municipal Code.

8. OLD BUSINESS

- (43) **A. Resolution No. 2017-394:** Authorizing the execution of an agreement with King County Behavioral Health and Recovery Program for the maintenance of Narcan kits for the application of Narcan to individuals requiring opiate antidote intervention.
- (50) **B. Resolution No. 2017-395:** Authorizing the execution of an agreement with King County Metro Community Access Transportation (CAT) Program to provide cost-effective transportation service for the Pacific-Algona Senior Center.
- (105) **C. Appointment of Mayor Pro Tem**
- (106) **D. Appointment of Council President**
- (107) **E. Council Committee Appointments**

9. NEW BUSINESS

(109) 10. CONSENT AGENDA

- A.** Payroll and Voucher Approval
- B.** Minutes of the workshop of December 19, 2016 and the meeting of December 12, 2016, and the special meeting of December 19, 2016.

11. ADJOURN

Council may add other items not listed on this agenda unless specific notification period is required.
Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.
Meeting materials are available on the City's website at: www.pacificwa.org 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.

MEETING CALENDAR

Finance Committee Katie Garberding, Newlun, Oliveira Meets: 2 nd Wednesday	January 11, 2017 6:30 p.m.	City Hall
Governance Committee Kerry Garberding, Kave, Storaasli Meets 1 st Tuesday	February 7, 2017 6:30 p.m.	City Hall
Human Services Committee Katie Garberding, Oliveira, Newlun Meets 4 th Tuesday	January 24, 2017 6:30 p.m.	City Hall
Park Board Meets 3 rd Tuesday	January 17, 2017 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	January 24, 2017 6:00 p.m.	City Hall
Public Safety Committee Katie Garberding, Kave, Steiger Meets 3 rd Wednesday	January 18, 2017 6:30 p.m.	City Hall
Public Works Committee Kerry Garberding, Kave, Steiger Meets 1 st Wednesday	February 1, 2017 6:30 p.m.	City Hall
Technology Committee Kerry Garberding, Newlun, Oliveira Meets: 3 rd Thursday	January 19, 2017 5:00 p.m.	City Hall

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

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

Meeting materials are available on the City's website at: www.pacificwa.org 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.

PACIFIC POLICE DEPARTMENT

DECEMBER 2016 MONTHLY REPORT

ACTIVITY

Dispatch calls 660
Self-initiated contacts 359

Agency assists 79

SUPERIOR COURT FILINGS

Adult 1
Juvenile 0

OFFENSES/CRIMES

APS/CPS investigation 1
Assault 0
Assault- DV 2
Burglaries- Commercial 0
Burglaries- Residential 3
Death investigation- DOA 0
Dispute 1
Dispute- DV 5
DUI 1
Drug/liquor violations 2
Fraud 3
Hit and run 4
Homicide 0
ID theft 0
Kidnapping 0
Malicious mischief 2
Malicious mischief- DV 0
Mental health referral 1
Motor vehicle collision 12
Motor vehicle impound
Motor vehicle prowl 6
Motor vehicle recovery 3
Motor vehicle theft 3

DECEMBER CASES: 109

ARRESTS

Non Traffic 8
Felony 1
Traffic 22

TRAFFIC ENFORCEMENT

	<u>This month</u>	<u>Last month</u>
Criminal Traffic	22	22
Infractions	109	97
Verbal Warnings	179	210

Obstructing	0
Order service	1
Order violation	0
Possession of stolen property	1
Property- found	2
Property- recovery	0
Reckless burning/arson	0
Reckless driving	1
Robbery	0
Robbery- armed	0
Robbery- home invasion	0
Runaway/missing	0
Runaway/missing- recovery	0
Sex offense	0
Suicidal subject	0
Suspicious circumstances	0
Thefts	6
Threats/harassment	2
Trespass	4
Vandalism	0
Warrant arrests	18
Weapons violation	1
Welfare check	13

2016 CASES: 1232



Agenda Bill No. 17-009

TO: Mayor Guier and City Council Members

FROM: Public Works / Finance

MEETING DATE: January 9, 2017

SUBJECT: LID No. 6 Bond Anticipation Note

ATTACHMENTS: Ordinance No. 2017- 1950

Previous Council Review Date: N/A

Summary: The City of Pacific with the City of Sumner have constructed roadway and utility improvements on Valentine (136th) Avenue SE. A significant portion of this project was funded with grants and loans from Community Economic Revitalization Board (CERB), Ecology, and the Public Works Trust Fund (PWTF). Additional funding will come from a Local Improvement District (LID) assessment levied against the benefitted properties.

Until all costs of the project are finalized, the City will need to borrow funds to pay for costs incurred to date. After all costs are determined and the final assessment roll is established, bonds will be sold. This ordinance permits the City to obtain a loan prior to the sale of the LID bonds.

Recommended Action: Staff recommends Council approve Ordinance No. 2017-1950.

1st Motion for Consideration: I move to waive the second reading of Ordinance No. 2017-1950, because time is of the essence to pay the debts incurred for this project.

2nd Motion for Consideration: I move to adopt Ordinance No. 2017-1950, an Ordinance of the City of Pacific, Washington, providing for the issuance and sale of a Bond Anticipation Note for the purpose of providing interim financing for improvements within the Local Improvement District No. 6 In the aggregate principal amount of \$5,100,000; providing the date, form, terms and maturity of said note; providing the method of repayment or refinancing for the note at maturity; and approving the sale of such note.

Budget Impact: The cost of advertising the Ordinance - \$300.00 \pm .
The loan repayment will be paid by the LID beneficiaries through the LID assessments.

Alternatives: None

CITY OF PACIFIC, WASHINGTON

LOCAL IMPROVEMENT DISTRICT NO. 6
BOND ANTICIPATION NOTE, 2017

ORDINANCE NO. 2017-1950

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A BOND ANTICIPATION NOTE FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR IMPROVEMENTS WITHIN THE LOCAL IMPROVEMENT DISTRICT NO. 6 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,100,000; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID NOTE; PROVIDING THE METHOD OF REPAYMENT OR REFINANCING FOR THE NOTE AT MATURITY; AND APPROVING THE SALE OF SUCH NOTE.

APPROVED: JANUARY 9, 2017

PREPARED BY:

K&L GATES LLP
Seattle, Washington

CITY OF PACIFIC
ORDINANCE NO. 2017-1950

TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Definitions.....	2
Section 2. Authorization of Bonds.....	4
Section 3. Authorization of Note and Note Details	4
Section 4. Registration	5
Section 5. Form of Note.....	6
Section 6. Execution of Note	8
Section 7. Tax Covenants	9
Section 8. Note Fund.....	9
Section 9. Sale of Note.....	9
Section 10. Lost, Stolen or Destroyed Note.....	9
Section 11. Information Provided to the Bank.....	10
Section 12. Severability	10
Section 13. Effective Date	10

* This Table of Contents and the cover page are provided for convenience only and are not a part of this ordinance.

ORDINANCE NO. 2017-1950

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A BOND ANTICIPATION NOTE FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR IMPROVEMENTS WITHIN THE LOCAL IMPROVEMENT DISTRICT NO. 6 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,100,000; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID NOTE; PROVIDING THE METHOD OF REPAYMENT OR REFINANCING FOR THE NOTE AT MATURITY; AND APPROVING THE SALE OF SUCH NOTE.

WHEREAS, the City Council of the City of Pacific, Washington (the “City”), by Ordinance No. 1806 approved on August 22, 2011, created Local Improvement District No. 6 (the “District”), and provided for the issuance of local improvement district bonds and interim short-term obligations to pay the cost of improvements and the expenses incidental thereto; and

WHEREAS, the City Council of the City of Sumner, Washington, by Ordinance No. 2367, approved on August 15, 2011, created Local Improvement District No. 78 (“LID No. 78”), and provided for the issuance of local improvement district bonds and interim short-term obligations to pay the cost of improvements and the expenses incidental thereto; and

WHEREAS, the City and the City of Sumner have entered into an Interlocal Agreement dated December 17, 2012 (the “Interlocal Agreement”) pursuant to which the City of Sumner would administer Local Improvement District No. 6; and

WHEREAS, for the purpose of financing the improvements, Local Improvement District No. 78 and Local Improvement District No. 6 were combined pursuant to Ordinance No. 2496 of the City of Sumner to create the 136th/Valentine Consolidated Local Improvement District; and

WHEREAS, the City of Sumner issued a bond anticipation note to pay the costs of improvements and expenses for the 136th/Valentine Consolidated Local Improvement District; and

WHEREAS, the City and the City of Sumner have entered into a First Amendment of the Interlocal Agreement dated November 14, 2016, that segregates to the separate cities the funding responsibilities; and

WHEREAS, pursuant to RCW Ch. 35.45, the City is authorized to issue local improvement district bonds to provide financing for improvements to be made in the District; and

WHEREAS, pursuant to RCW Ch. 39.50, the City is authorized to issue short term obligations in anticipation of the issuance of such local improvement district bonds; and

WHEREAS, it is deemed necessary and desirable that the City, in order to pay the costs of the improvements in the District, issue and sell short-term obligations in the form of a local improvement district bond anticipation note (the “Note”); and

WHEREAS, Cashmere Valley Bank, Cashmere, Washington (the “Bank”) has offered to purchase the Note authorized herein under the terms and conditions set forth in this ordinance; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

Applicable Factor means 65.01%.

Applicable Spread means 1.4%.

Bank means Cashmere Valley Bank, Cashmere, Washington.

Bonds mean the local improvement district bonds of the City to be issued for the purpose of providing permanent financing for the Improvements.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

City means the City of Pacific, Washington, a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington.

Computation Date means the second business day preceding each Rate Reset Date.

Council means the City Council, as the general legislative body of the City.

Designated Representative means the City Administrator/Finance Director.

District means the Local Improvement District No. 6.

Draw or ***Draws*** means incremental draws on the Note as requested by the City.

Guaranty Fund means the City’s Guaranty Fund maintained pursuant to RCW ch. 35.54.

Improvements mean the improvements to be undertaken within the District, as authorized by Ordinance No. 1806 of the City.

LIBOR Index means the London Interbank Offered Rate for a 3-month term, denominated in United States Dollar, as published in the printed edition of the Wall Street

Journal. The LIBOR Index will be reset on each Rate Reset Date based on the LIBOR Index as of the Rate Published Date, as follows:

<u>Rate Reset Date</u>	<u>Rate Published Date</u>
Closing Date	Last day of November
April 1	Last day of February
June 1	Last day of April
September 1	Last day of July
December 1	Last day of October

If for any reason such LIBOR Index is unavailable and/or the Bank is unable to determine the LIBOR Index for any Rate Reset Date, a new index will be selected as mutually agreed upon in writing between the Bank and the Designated Representative.

LIBOR Index Rate means a per annum rate of interest established on each Computation Date equal to the sum of (a) the product of (1) the LIBOR Index multiplied by (2) the Applicable Factor plus (b) the Applicable Spread.

LID No. 6 Fund means the Local Improvement District No. 6 Fund created by Ordinance No. 1806 of the City.

Line Limit means \$5,100,000.

Loan Draw Record means the administrative records kept by the Bank to record the date and dollar amounts of the draws on the Note and the loan repayments made by the City.

Note means the City of Pacific, Washington, Local Improvement District No. 6 Bond Anticipation Note, 2017, issued pursuant to this ordinance.

Note Fund means the City of Pacific Local Improvement District No. 6 Note Redemption Fund, 2017, created in the Finance office of the City pursuant to Section 8 of this ordinance.

Note Register means the books or records maintained by the Note Registrar containing the name and mailing address of the owner of the Note or nominee of such owner and the principal amount outstanding.

Note Registrar means the Treasurer.

Placement Agent means D.A. Davidson & Co., Seattle, Washington.

Treasurer means the Finance Director of the City or any successor to the functions of the Finance Director.

Rules of Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular

article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds. For the purpose of providing permanent financing for the Improvements, the City will issue and deliver its local improvement district bonds or other evidences of local improvement district indebtedness (the “Bonds”) in amounts and at times as shall be required to pay and redeem the Note. The final terms and conditions of issuance of the Bonds shall be as set forth by ordinance of the Council.

Section 3. Authorization of Note and Note Details.

(a) *Authorization of Note.* In order to repay the City of Sumner and provide funding for the Improvements pending issuance and delivery of the Bonds, the City hereby authorizes the issuance and sale of a local improvement district bond anticipation note in the aggregate principal amount of not to exceed \$5,100,000 (the “Note”).

(b) *Terms of the Note.* The Note shall be designated as the “City of Pacific, Washington, Local Improvement District No. 6 Bond Anticipation Note, 2017,” shall be dated as of the date of its original issuance, shall be issued as a single instrument, fully registered as to both principal and interest, shall be in the denomination of not to exceed \$5,100,000, shall be numbered N-1 and shall bear interest at the Libor Index Rate (computed on an actual/365 basis) on the unpaid principal balance, payable semiannually on the first day of each June and December, with the first such payment due on June 1, 2017, and the outstanding principal balance and all unpaid and accrued interest shall be payable in full at maturity on December 1, 2018. Interest payments may be made from draws on the Note.

The Note shall be an obligation only of the Note Fund and the Guaranty Fund and shall be payable and secured as provided herein. The Note shall not be deemed to constitute a general obligation or a pledge of the faith and credit or taxing power of the City or the State of Washington.

(c) *Draws.* The Note is not a revolving obligation. The available principal of the Note shall be disbursed as borrowings from time to time by the Bank upon request from the City (each such disbursement herein referred to as a “Draw”). Draws may be made on any business day up to the Line Limit. Draw requests made and confirmed by 11:00 a.m. Pacific Time will be advanced the same day. Draws shall be recorded on the Loan Draw Record attached to the Note, or in such other form as the City and the Bank may agree. Interest on each Draw shall accrue from the date of that Draw and shall be computed on the basis as described above on the principal amount of the Draw outstanding for the actual number of days the principal amount of the Draw is outstanding.

The proceeds of any Draw shall be deposited into the LID No. 6 Fund and shall be expended solely to pay the costs of the Improvements, and the costs of issuing and selling the Note, as authorized herein.

(d) *Prepayment of the Note.* The Note may be prepaid by the City at its option at any time in whole or in part, without penalty, upon fifteen day’s advance notice to the Bank.

Section 4. Registration.

(a) *Appointment of Note Registrar.* The City hereby appoints the Treasurer to act as Note Registrar. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note in accordance with the provisions of the Note and this ordinance and to carry out all of the Note Registrar’s powers and duties under this ordinance.

(b) *Note Register.* The Note shall be in registered form as to both principal and interest.

(c) *Registered Ownership.* The City may deem and treat the Bank as the absolute owner thereof for all purposes, and the City shall not be affected by any notice to the contrary. Payment of the Note shall be made only as described in Sections 3 and 8 hereof. All such payments made as described in Sections 3 and 8 shall be valid and shall satisfy and discharge the liability of the City upon such Note to the extent of the amount or amounts so paid. The Note is not transferable, except to a successor to the business and assets of the Bank, conditioned on such successor assuming all obligations to provide the line of credit evidenced by the Note.

Section 5. Form of Note. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. N-1

\$5,100,000
(or as much thereof as is
shown on the attached
Loan Draw Record)

STATE OF WASHINGTON

CITY OF PACIFIC

LOCAL IMPROVEMENT DISTRICT NO. 6 BOND ANTICIPATION NOTE, 2017

Registered Owner: Cashmere Valley Bank
 117 Aplets Way
 Cashmere, Washington

Interest Rate: As provided herein and the Note Ordinance

Maturity: December 1, 2018

Taxpayer ID: 91-0168460

Principal Amount: FIVE MILLION ONE HUNDRED THOUSAND AND NO/100
 DOLLARS (or as much thereof as is shown on the attached Loan Draw
 Record)

The City of Pacific, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (herein called the “City”), hereby acknowledges itself to owe and for value received, promises to pay to the Registered Owner identified above, or registered assigns, an amount equal to the total outstanding incremental draws (the “Draws”) made in accordance with this note and Ordinance No. 2017-1950 of the City (the “Note Ordinance”).

Draws made upon this note shall bear interest at the Libor Index Rate as defined in the Note Ordinance and shall accrue from the date of each Draw on the principal amount of such Draw outstanding for the actual number of days the principal amount of such Draw is outstanding. The Libor Index Rate shall be determined and the amount of interest due on this note shall be calculated as provided in the Note Ordinance. Interest on unpaid principal shall be paid semiannually on the first day of each June and December, with the first such payment due on June 1, 2017 and with final payment of all outstanding and unpaid principal and interest due at the maturity of this note on December 1, 2018.

The City may make Draws upon this note at any time pursuant to the Note Ordinance. Draws shall be recorded on the Loan Draw Record attached to this note, or in such other form as the City and the Bank may agree. This is not a revolving note.

Both principal of and interest on this note are payable in lawful money of the United States of America. The final payment of principal and interest shall be paid only upon presentation and surrender of this note to the Note Registrar.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and ordinances of the City, including the Note Ordinance. This note is issued pursuant to the Note Ordinance for the purpose of providing the financing for certain capital improvements within Local Improvement District No. 6.

This note is a special obligation of the City and is payable solely from the Note Fund of the City into which the City has covenanted and agreed to deposit the proceeds of bonds. The City has further covenanted to deposit money in the Note Fund from the proceeds of bonds or assessments, including the guaranty fund of the City.

THIS NOTE IS NOT TRANSFERABLE, except to a successor to the business and assets of the Bank, conditioned on such successor assuming all obligations to provide the line of credit evidenced by this note.

This note is not a "private activity bond" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The City has designated this note as a "qualified tax-exempt obligation" under Section 265(b) of the Code for investment by financial institutions.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this note have happened, been done and performed and that the issuance of this note does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Pacific, Washington has caused this note to be signed with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the City Clerk, all as of this 24th day of January, 2017.

CITY OF PACIFIC, WASHINGTON

By /s/ facsimile or manual
Mayor

ATTEST:

By /s/ facsimile or manual
City Clerk

The Note Registrar's Certificate of Authentication on the Note shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: January 24, 2017

This note is described in the within-mentioned Ordinance and is the Local Improvement District No. 6 Bond Anticipation Note, 2017 of the City of Pacific, Washington, dated January 24, 2017.

FINANCE DIRECTOR OF THE CITY OF
PACIFIC, as Note Registrar

By _____
Authorized Signer

The Loan Draw Record shall be substantially in the following form:

CITY OF PACIFIC, WASHINGTON
LOCAL IMPROVEMENT DISTRICT NO. 6 BOND ANTICIPATION NOTE, 2017

LOAN DRAW RECORD

	Date	Amount	Total
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
[Draw][Repayment]	_____	_____	_____
Repayment	_____	_____	_____

Section 6. Execution of Note. The Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City

Clerk. The Note shall not be valid for any purpose until the Certificate of Authentication on the Note shall have been signed by the Note Registrar.

Section 7. Tax Covenants.

The City hereby covenants that it will not make any use of the proceeds of the sale of the Note or any other funds of the City which may be deemed to be proceeds of such Note pursuant to Section 148 of the Code which will cause the Note to be an “arbitrage bond” within the meaning of said section. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Note) and the applicable Regulations thereunder throughout the term of the Note.

The City further covenants that it will not take any action or permit any action to be taken that would cause the Note to constitute a “private activity bond” under Section 141 of the Code.

The City hereby designates the Note as a “qualified tax-exempt obligations” for purchase by financial institutions pursuant to Section 265(b) of the Code. The City does not anticipate that it will issue more than \$10,000,000 in “qualified tax-exempt obligations” during the year 2017.

Section 8. Note Fund. A special fund of the City known as the “City of Pacific Local Improvement District No. 6 Note Redemption Fund, 2017” (the “Note Fund”) is hereby authorized to be created in the office of the Treasurer. The Note Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Note.

The City hereby covenants with the Bank that it will deposit in the Note Fund proceeds of the Bonds or the refunding notes or, in the alternative, assessments levied within the District, in an amount sufficient to pay the principal of and interest on the Note as the same become due.

The Notes shall be obligations only of the Note Fund and the Guaranty Fund of the City.

Section 9. Sale of Note. The City hereby ratifies and confirms its acceptance of the Note Purchase Offer dated December 8, 2016 to purchase the Note on the terms specified therein and in this ordinance. The proper officials of the City, agents and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Note to the Bank and for the proper application and use of the proceeds of sale of the Note. In furtherance of the foregoing, the Treasurer is authorized to approve and enter into agreements for the payment of costs of issuance, including the fees and expenses specified in the offer, including fees and expenses of the Placement Agent and other retained services, including Bond Counsel, and other expenses customarily incurred in connection with issuance and sale of bonds.

Section 10. Lost, Stolen or Destroyed Note. In case the Note shall be lost, stolen or destroyed, the City may execute and the Note Registrar may deliver a new Note of like date and tenor to the Bank and upon its filing with the Note Registrar evidence satisfactory to said Note Registrar that the Note was actually lost, stolen or destroyed, and upon furnishing the Note Registrar with indemnity satisfactory to the Note Registrar.

Section 11. Information Provided to the Bank. The City will provide its annual financial report to the Bank while the Note is outstanding.

Section 12. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Note.

Section 13. Effective Date. This ordinance shall be effective five days from its passage and publication as required by law.

PASSED by the City Council of the City of Pacific, Washington, and approved by its Mayor at a regular meeting of said Council held this 9th day of January, 2017.

CITY OF PACIFIC, WASHINGTON

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CERTIFICATE

I, the undersigned, City Clerk of the City of Pacific, Washington (the “City”) and keeper of the records of the City Council (the “City Council”), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. 2017-1950 of the City Council (the “Ordinance”), duly passed at a regular meeting thereof held on the 9th day of January, 2017.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of January, 2017.

City Clerk



Agenda Bill No. 17-005

TO: Mayor Guier and City Council Members

FROM: Jack Dodge, Community Development Manager
Marc Schoenberg, Building Inspector/Code enforcement Officer

MEETING DATE: January 9, 2017

SUBJECT: Adoption of 2015 Building Codes

ATTACHMENTS:

- Ordinance No. 2017-1948

Previous Council Review Date: None

Summary: The Washington State Building Code is comprised of the codes identified in RCW 19.27.031. The Washington State Building Code Council updates the codes as described in RCW 19.27.074. The 2015 Editions of the International Codes were adopted by reference by the State of Washington as part of the Washington State Building Code, to be effective July 1, 2016. Each city and county in Washington also adopts the codes by reference, in order to enforce them.

The Code sections proposed to be updated include the following:

- A. 2015 International Building Code (IBC) With:**
 - Appendix E: Supplemental Accessibility Requirements.
 - Appendix J: Grading.
- B. ICC/ANSI A117.1-09, Accessible and Usable Buildings and Facilities**
(This is a newly adopted code for the city and is used for commercial building accessibility requirements.)
- C. 2015 International Residential Code (IRC) With:**
 - Appendix F: Passive Radon Gas Control Methods.
 - Appendix G: Flood-Resistant Construction.
 - Appendix Q: Dwelling Unit Fire Sprinkler Systems.
- D. 2015 International Mechanical Code (IMC)**
- E. 2015 International Fuel Gas Code (IFGC)**
- F. 2015 International Fire Code (IFC) With:**
 - Appendix B: Fire-Flow Requirements for Buildings.
 - Appendix C: Fire-Hydrant Locations and Distribution.

Appendix D: Fire Apparatus Access Roads. (This code has been completely reworded to current VRFA standards.)

G. 2015 Uniform Plumbing Codes (UPC) With:

Appendix A: Recommended Rules for Sizing the Water Supply System.

Appendix B: Explanatory Notes on Combination Waste and Vent Systems.

Appendix I: Installation Standards.

H. 2015 International Energy Conservation Code(IECC)/Washington State Energy Code (Newly adopted code)

I. 2015 International Existing Building Code (IEBC) (Newly adopted code)

J. 2015 International Swimming Pool and Spa Code (ISPSC) (Newly adopted code)

K. 2015 International Property Maintenance Code (IPMC) “(Newly adopted code will offer better solutions to our more difficult code enforcement problems.)

L. Washington State Manufactured Homes Installation Requirements, or Mobile Homes Installation Requirements.

M. Washington State Factory Built Housing and Commercial Structures Installation Requirements, or Modular Installation Requirements

Recommended Action: The recommended action is to have the council forward this Ordinance to the next step of the adoption process, which is Jan. 9th 2017, for the first reading at the council session.

1st Motion for Consideration: I move to waive the second reading of Ordinance No. 2017-1948, because the codes need to be adopted as soon as possible as these codes took effect statewide July 1, 2016

2nd Motion for Consideration: I move to adopt Ordinance No. 2017-1948, adopting by reference the 2015 editions of the International Building Code, Icc/Ansi A 117.1- 2009 Edition, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Fire Code, Uniform Plumbing Code, International Energy Conservation Code, International Property Maintenance Code, International Swimming Pool And Spa Code, together with the amendments adopted by the state and certain appendices, repealing Chapters 8.16, 17.04, 17.24, 17.28 And 17.33 And Adding New Chapters 17.04 To The Pacific Municipal Code, adding an effective date.

Recommended Motion: Staff recommends that the City Council approve the ordinance adopting the current code cycle revision. These codes took effect statewide July 1st 2016. These codes are updated every 3 years and must be adopted by the city of Pacific’s Municipal Code to be enforceable by the employees of this jurisdiction.

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2017-1948**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
RELATING TO THE ADOPTION OF THE WASHINGTON STATE BUILDING
CODES, ADOPTING BY REFERENCE THE 2015 EDITIONS OF THE
INTERNATIONAL BUILDING CODE, ICC/ANSI A 117.1- 2009 EDITION,
INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL
CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL FIRE
CODE, UNIFORM PLUMBING CODE, INTERNATIONAL ENERGY
CONSERVATION CODE, INTERNATIONAL PROPERTY MAINTENANCE
CODE, INTERNATIONAL SWIMMING POOL AND SPA CODE, TOGETHER
WITH THE AMENDMENTS ADOPTED BY THE STATE AND CERTAIN
APPENDICES, REPEALING CHAPTERS 8.16, 17.04, 17.24, 17.28 AND 17.33
AND ADDING NEW CHAPTERS 17.04 TO THE PACIFIC MUNICIPAL
CODE, ADDING AN EFFECTIVE DATE.**

WHEREAS, the State of Washington has adopted the Washington State Building Code in RCW 19.27.031, which includes a number of the 2015 editions of the various International Building Codes to be adopted and enforced by local jurisdictions after July 1, 2016; and

WHEREAS, the City's existing chapter 17.04 of the Pacific Municipal Code is out-of-date and needs to be significantly revised; and

WHEREAS, the Fire Code is in chapter 8.16 of the Pacific Municipal Code, and should be moved to Title 17, given that the Fire Code is a part of the Washington State Building Code and the City's Building Code; and

WHEREAS, the City adopted the Housing Code, but now desires to repeal it, given that much of what was in the Housing Code is now included in the International Property Maintenance Code; and

WHEREAS, the SEPA Responsible Official has determined that adoption of this Ordinance is exempt from SEPA under WAC 197-11-800(2);

WHEREAS, on January 9, 2017, the City Council considered this Ordinance during its regular meeting;

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

Section 1. Chapter 8.16 of the Pacific Municipal Code is hereby repealed.

Section 2. Chapter 17.24 of the Pacific Municipal Code is hereby repealed.

Section 3. Chapter 17.28 of the Pacific Municipal Code is hereby repealed.

Section 4. Chapter 17.04 of the Pacific Municipal Code is hereby repealed.

Section 5. A new chapter 17.04 is hereby added to the Pacific Municipal Code, which shall read as follows;

CHAPTER 17.04

BUILDING CODE

Sections:

17.04.010 Washington State Building Code Adopted.

17.04.020 Conflicts and Interpretations of Codes.

17.04.030 Fees.

17.04.040 Violations and Penalties.

17.04.010 Washington State Building Code Adopted. The City adopts the Washington State Building Code as follows:

A. The International Building Code (2015 Edition), as published by the International Code Council, and amended by the Washington State Building Code Council in WAC 51-50, to be known hereafter as the "International Building Code" or the "IBC," together with:

Appendix E: Supplemental Accessibility Requirements.

Appendix J: Grading.

B. ICC/ANSI A117.1-2009, as referenced by Chapter 11 of the "IBC".

C. The International Residential Code (2015 Edition), published by the International Code Council, and amended by the Washington State Building Code Council in WAC 51-51, with the exception of Chapter 11 and Chapters 25 through 43, to be known hereafter as the "International Residential Code" or the "IRC," together with:

Appendix F: Passive Radon Gas Control Methods;

Appendix G: Flood-Resistant Construction;

Appendix Q: Dwelling Unit Fire Sprinkler Systems.

D. The International Mechanical Code (2015 Edition), published by the International Code Council, and amended by the Washington State Building Code Council in WAC 51-52, to be known as the “International Mechanical Code” or the “IMC.”

E. The International Fuel Gas Code (2015 Edition), published by the International Code Council and amended by the Washington State Building Code Council to be known as the “International Fuel Gas Code” or the “IFGC.”

F. The International Fire Code, (2015 Edition), as published by the International Code Council, and as amended by the State Building Code Council in Chapter 51-54A WAC, which shall be known hereafter as the "International Fire Code" or the "IFC," together with:

Appendix B: Fire-Flow Requirements for Buildings;

Appendix C: Fire-Hydrant Locations and Distribution;

Appendix D: Fire Apparatus Access Roads.

G. The Uniform Plumbing Code (2015 Edition), published by the International Association of Plumbing and Mechanical Officials, and amended by the Washington State Building Code Council in WAC 51-56, which shall be known hereafter as the “Uniform Plumbing Code” or the “UPC,” excluding chapters 12 and 14 and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5, and those portions of the code addressing building sewers, but including:

Appendix A: Recommended Rules for Sizing the Water Supply System;
Appendix B: Explanatory Notes on Combination Waste and Vent Systems; and
Appendix I: Installation Standards.

H. International Energy Conservation Code_(2015 Edition)/Washington State Energy Code * as set forth in Washington Administrative Code (WAC) chapter 51-11C (Commercial); WAC 51-11R (Residential), together with appendix A, B, C and D.

* Based on the 2015 IECC; "Residential" includes One- and Two-family dwellings, Townhouses and Group R-2 and R-3 buildings three stories or less,
"Commercial" includes all buildings not covered under the definition
"Residential"

I. The International Existing Building Code (2015 Edition), published by the International Code Council, to be known hereafter as the “International Existing Building Code” or the “IEBC”.

J. The International Swimming Pool and Spa code (2015 Edition) published by the International Code Council, to be known hereafter as the “International Swimming Pool and Spa Code” or the “ISPSC”.

K. The International Property Maintenance Code (2015 Edition), published by the International Code Council, to be known hereafter as the “International Property Maintenance Code” or the “IPMC,”

L. The Washington State Manufactured Homes Installation Requirements, or Mobile Homes Installation Requirements. Pursuant to RCW 43.22.440, the installation standards of WAC 296-150M, are adopted as amended by the State of Washington.

M. The Washington State Factory Built Housing and Commercial Structures Installation Requirements, or Modular Installation Requirements. Pursuant to RCW 43.22.455, the installation standards of WAC 296-150F, are adopted as amended by the State of Washington.

17.04.020. Conflicts and Interpretation of Codes.

A. In case of conflict among the codes enumerated in Section 17.04.010(A) through (M) of this Chapter, the first named code shall govern over those following, except as specifically described in WAC 51-11R-10600.

B. Wherever the adopted codes reference the International Plumbing Code, it shall mean the Uniform Plumbing Code as adopted by the State of Washington. Wherever the adopted codes reference the International Electrical Code, ICC Electrical Code, or the Electrical Code, it shall mean the National Electrical Code (NFPA 70) as adopted by the State of Washington in accordance with RCW 19.28 and WAC 296-46B. Wherever the adopted codes reference the International Energy Conservation Code, it shall mean the Washington State Energy Code as adopted by the State of Washington.

17.04.030 Fees. A permit shall not be issued under the Building Code or any of the Codes identified in Section 17.04.010 until the fees established by the City have been paid, nor shall an amendment to a permit be released until the additional fee, if any, is paid. The City has established a fee schedule for permits for all of the Codes identified in Section 17.04.010 by Resolution.

17.04.040 Violations and Penalties.

A. Section [A] 114.4 of the International Building Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building inspector, or of a

permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

B. Section R113.4 of the International Residential Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building inspector, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

C. Section [A] 109.4 of the International Fire Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building inspector, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

D. Section 106.3 Penalties of the Uniform Plumbing Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building inspector, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

E. Section [A] 108.4 of the International Mechanical Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building inspector, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

F. Section [A] 108.4 of the International Fuel Gas Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building inspector, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

G. Section [A] 106.4 of the International Property Maintenance Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building inspector, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

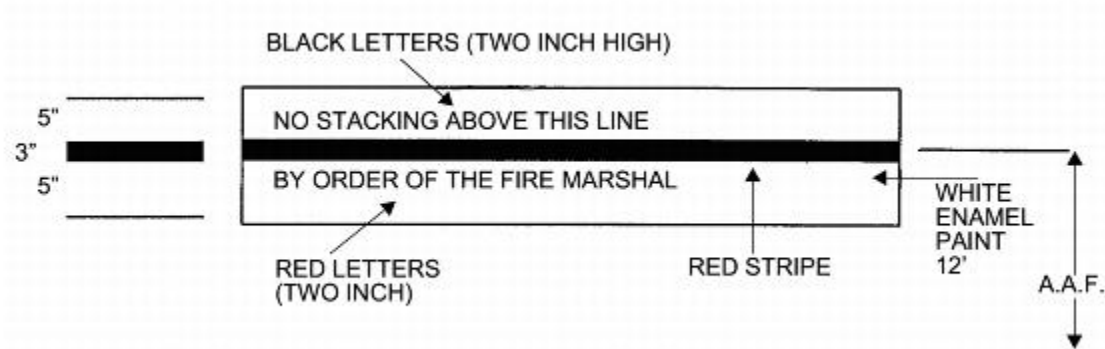
17.04.050 A new Section 3205.6.1 is hereby added to the International Fire Code, adopted in Section 17.04.010, which shall read as follows;

Section 3205.6.1, Signage.

Facilities designed in accordance with this section shall include the appropriate signage (as shown below) and shall be properly posted as described herein.

Example of approved signage required for use of Section 3205.6.1, as amended:

1. This sign must be posted prior to building being occupied.
2. Mount signs at 50'0" O.C. on all walls starting 25'0" from any exterior corner; also on two sides of each column.
3. Signage required on end of racks, if installed in rows.



1. This sign must be posted prior to building being occupied.
2. Mount signs at 50'0" O.C. on all walls starting 25'0" from any exterior corner; also on two sides of each column.
3. Signage required on end of racks, if installed in rows.

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

Section 7. Publication and Effective Date. This Ordinance shall be published by an approved summary consisting of the title. This Ordinance shall be effective five days after publication as provided by law.

Section 8. Adopted Codes available to Public. Pursuant to RCW 35.21.180, one copy of all codes adopted by reference in this Chapter has been filed for use and examination by the public in the office of the City Clerk, prior to and after the adoption thereof.

ADOPTED by the City Council of the City of Pacific and attested by the City Clerk in authentication of such passage on this _____ day of _____, 2017.

APPROVED by the Mayor this _____ day of _____, 2017.

APPROVED:

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris City Attorney



Agenda Bill No. 17-007

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: January 9, 2017

SUBJECT: Stormwater Code Revision Ordinance

ATTACHMENTS: Ordinance No. 2017-1949

Previous Council Review Date: N/A

Summary: The City of Pacific owns and operates a stormwater collection and conveyance system under a National Pollution Discharge Elimination System (NPDES) Phase II permit issued by the Washington State Department of Ecology (Ecology). Periodically Ecology revises the stormwater standards and regulations under the permit and requires the permittee to amend their standards to comply with the revisions.

The attached ordinance revises the City stormwater code to be in compliant with the Ecology requirements for stormwater utility operations and management. The primary changes require that the City Code use low impact development standards as the first choice of stormwater management.

Recommended Action: Forward Ordinance No. 2017-1949 to the meeting on January 23 for second reading and adoption.

Motion for Consideration: I move to adopt Ordinance No. 2017-1949, an ordinance of the City of Pacific, Washington, relating to stormwater management, adopting new requirements to be effective January 1, 2017, adding new definitions, adding new requirements relating to low impact development and other types of facilities, making housekeeping amendments to rearrange the enforcement sections into a new chapter addressing illicit discharges and enforcement procedures, identifying the elements of a notice of violation, changing the procedure for requests for reconsideration of notices of violation, changing the penalties for violation of Chapters 24.04 AND 24.08 from civil penalties to criminal penalties, describing the procedures for abatement of situations creating violations of Chapter 24.08 AND 24.10, amending

Sections 24.04.080, 24.04.090, 24.04.100, 24.04.140, 24.08.040, 24.08.100, 24.08.200, 24.08.240, 24.08.260, adding a new Section 24.04.040, 24.04.180, a new Chapter 24.10, and repealing Sections 24.04.040, 24.04.180, 24.04.190, 24.04.200 and 24.08.120, of the Pacific Municipal Code.

Budget Impact: The cost of advertising the Ordinance - \$300.00_±.

Alternatives: None

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2017- 1949**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
RELATING TO STORMWATER MANGEMENT REQUIREMENTS
TO BE EFFECTIVE JANUARY 1, 2017, AMENDING SECTIONS
24.08.015 OF THE PACIFIC MUNICIPAL CODE.**

WHEREAS the State of Washington Department of Ecology has issued to the City of Pacific an NPDES Phase II permit; and

WHEREAS the City Council of the City of Pacific has adopted by reference numerous stormwater codes for the health safety and welfare of the citizens as set forth in Pacific Municipal Code (PMC) Title 24; and

WHEREAS the City Council wishes to amend these PMC Titles in order to adopt by reference the updated Stormwater Codes,

**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. That Chapter 24.08. relating to stormwater management is amended to read as follows:

24.08.040 Definitions.

For the purposes of this chapter, the definitions found within: the latest King County Surface Water Design Manual; the latest Department of Ecology Western Washington Phase II Municipal Stormwater Permit, Appendix 1 – Minimum Technical Requirements; and the following shall apply:

“Approval” means the proposed work or completed work conforms to this chapter in the opinion of the director.

“As-graded” means the extent of surface conditions on completion of grading.

“Authorized enforcement agency” means employees or designees of the public works director of the city of Pacific designated to enforce this code.

“Bioretention” means a flow control best management practice consisting of a shallow landscaped depression designed to temporarily store and promote infiltration of stormwater runoff. Standards for bioretention

design, including soil mix, plants, storage volume and feasibility criteria, are specified in the adopted manual.

“Clean Water Act” means the federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), and any subsequent amendments thereto.

“Commercial agriculture” means those activities conducted on lands defined in RCW [84.34.020](#)(2), and activities involved in the production of crops or livestock for wholesale trade. An activity ceases to be considered commercial agriculture when the area on which it is conducted is proposed for conversion to a nonagricultural use or has lain idle for more than five years, unless the idle land is registered in a federal or state soils conservation program, or unless the activity is maintenance of irrigation ditches, laterals, canals, or drainage ditches related to an existing and ongoing agricultural activity.

“Compaction” means densification of a fill by mechanical means.

“Ecology” means the Washington State Department of Ecology.

“Excavation” means the mechanical removal of earth material.

“Fill” means a deposit of earth material placed by artificial means.

“Illegal discharge” means any direct or indirect nonstormwater discharge to the stormdrain system, except as exempted in PMC [24.08.120](#)(F).

“Illicit connections” means either of the following:

A. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any nonstormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or

B. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

“Illicit discharge” means all nonstormwater discharges to stormwater drainage systems that cause or contribute to a violation of state water quality, sediment quality or groundwater quality standards, including but not limited to sanitary sewer connections, industrial process water, interior floor drains, car washing and greywater systems.

“Industrial activity” means activities subject to NPDES industrial permits as defined in 40 CFR 122.26(b)(14).

“Low Impact Development” or “LID” means a stormwater and land use management strategy that strives to mimic pre-disturbance hydraulic processes of infiltration, filtration, storage, evaporation, and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

“LID Best Management Practices” means distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs are referred to as flow control BMPs and include, but are not limited to, bioretention, permeable pavements, limited infiltration systems, roof downspout controls, dispersion, soil quality and depth, and minimal excavation foundations.

“LID Principles” means land use management strategies that emphasize conservation, use of on-site natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.

“Mitigation” means, in the following order of preference:

- A. Avoiding the impact altogether by not taking a certain action or part of an action;
- B. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
- C. Rectifying the impact by repairing, rehabilitating or restoring the affected environment;
- D. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and
- E. Compensation for the impact by replacing, enhancing, or providing substitute resources or environments.

“Nonstormwater discharge” means any discharge to the storm drain system that is not composed entirely of stormwater.

“Premises” means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

“Public works director” means the person holding the position of the public works **manager** director of the city of Pacific, or his or her designee.

“Rain Garden” means a shallow, landscaped depression with compost-amended native soils and adapted plants. The depression is designed to

pond and temporarily store stormwater runoff from adjacent areas, and to allow stormwater to pass through the amended soil profile.

“Toe of slope” means a point or line of slope in an excavation or cut where the lower surface changes to horizontal or meets the existing ground slope.

“Top of slope” means a point or line on the upper surface of a slope where it changes to horizontal or meets the original surface.

“Unstable slopes” means those sloping areas of land which have in the past exhibited, are currently exhibiting, or will likely in the future exhibit mass movement of earth.

“Wastewater” means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

“Water body” means surface waters including rivers, streams, lakes, marine waters, estuaries, and wetlands.

“Vegetation” means all organic plant life growing on the surface of the earth. (Ord. 1816 § 3, 2012; Ord. 1726 § 1, 2009; Ord. 1482 § 1, 2000).

24.08.200 Minimum requirement No. 1 – Preparation of stormwater site plans.

All developers applying for any of the following permits and/or approvals shall submit for approval a stormwater site plan with their application and/or request:

A. Grading permit;

B. Substantial development permit required under Chapter [90.58](#) RCW (Shoreline Management Act);

C. Subdivision approval;

D. Short plat approval (industrial and commercial);

E. Conditional use permit;

F. Building permit where the permit relates to ~~5,000~~ **2,000** or more square feet of development coverage within the property, or where development is in a critical area;

G. Planned unit residential development; or

H. Any new development, redevelopment, and construction site activities that result in land disturbance of equal or greater than ~~one-acre~~ **7,000 square feet**, including projects less than one acre that are part of a larger common plan of development.

The stormwater site plans shall be prepared in accordance with the adopted manuals. (Ord. 1816 § 4, 2012; Ord. 1482 § 1, 2000).

24.08.240 Minimum requirement No. 5 – On-site stormwater management.

On-site stormwater management BMPs to infiltrate, disperse, and retain stormwater runoff on site shall be used to the maximum extent feasible without causing flooding or erosion impacts. Roof downspout control BMPs and dispersion and soil quality BMPs shall be utilized to reduce the hydrologic disruption of developed sites. (Ord. 1816 § 4, 2012; Ord. 1482 § 1, 2000).

Projects shall employ on-site Stormwater Management BMPs in accordance with the following project thresholds, standards, and lists to infiltrate, disperse, and retain stormwater runoff to the extent feasible without causing flooding or erosion impacts.

Projects qualifying as flow control exempt in accordance with minimum requirement #7 do not have to achieve the LID performance standard, nor consider rain gardens, permeable pavement, and full dispersion. However, those projects must implement other BMP’s described in the manual, if feasible.

Project Thresholds

Projects triggering only Minimum Requirements #1 through #5 shall either:

- a. Use on-site Stormwater Management BMPs from List #1 for all surfaces within each type of surface in List #1; or**
- b. Demonstrate compliance with the LID Performance Standard. Projects selecting this option cannot use Rain Gardens. They may choose to use Bioretention BMPs as described in the adopted manual to achieve the LID Performance Standard.**

Projects triggering Minimum Requirements #1 through #9, must meet the requirements described below

Project Type and Location	Requirement
New development on any parcel inside the UGA, or new development outside the UGA on a parcel less than 5 acres	Low Impact Development Performance Standard and Post-Construction Soil Quality and Depth as per the adopted manual; or List #2 (Applicant option).
New development outside the UGA on a parcel of 5 acres or larger	Low Impact Development Performance Standard and Post-Construction Soil Quality and Depth per the

	adopted manual.
Redevelopment on any parcel inside the UGA, or redevelopment outside the UGA on a parcel less than 5 acres	Low Impact Development Performance Standard and Post-Construction Soil Quality and Depth as per the adopted manual; or List #2 (Applicant option).
Redevelopment outside the UGA on a parcel of 5 acres or larger	Low Impact Development Performance Standard and Post-Construction Soil Quality and Depth as per the adopted manual.

Low Impact Development Performance Standard - Stormwater discharges shall match developed discharge durations to pre-developed durations for the range of pre-developed discharge rates from 8% of the 2-year peak flow to 50% of the 2-year peak flow. Projects that require flow control must also match flow durations between 8% of the 2-year flow through the full 50-year flow.

List #1

For each surface, consider the BMP's in the order listed for that type of surface. Use the first BMP that is considered feasible. No other on-site Stormwater Management BMP is necessary for that surface. Feasibility shall be determined by evaluation against:

- a. Design criteria, limitation, and infeasibility criteria identified in the current approved manual; and**
- b. Competing needs Criteria:**
 - The on-site Stormwater Management BMPs can be superseded or restricted where they are in conflict with:**
 - 1. Requirements of the following federal or state laws, rules, and standards: Historic Preservation Laws and Archaeology Laws as listed at <http://www.dahp.wa.gov/learn-and-research/preservation-laws>, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, Americans with Disabilities Act.**
 - 2. Where an LID requirement has been found to be in conflict with special zoning district design criteria adopted and being**

implemented pursuant to a community planning process, the existing local codes may supersede or reduce the LID requirement. This does not relieve municipal stormwater permittees of the requirement to review local design codes, standards, and rules to remove barriers and require use of LID principles and BMP's.

- 3. Public Health and safety standards.**
- 4. Transportation regulations to maintain the option for future expansion or multimodal use of public rights-of-way.**
- 5. Critical Area Ordinance that provides protection to tree species.**
- 6. Any Wellhead Protection Program established under the Federal Safe Drinking Water Act; or adopted to protect a Critical Aquifer Recharge Area established under the State Growth Management Act.**

Lawn and landscaped area:

- a. Post-Construction Soil Quality and Depth in accordance with the approved manual.**

Roofs:

- a. Full dispersion or Downspout Full Infiltration Systems in accordance with the approved manual.**
- b. Rain gardens or bioretention in accordance with the approved manual. The rain garden or bioretention facility must have a minimum horizontal projected surface area below the overflow which is at least 5% of the area draining to it.**
- c. Downspout dispersion in accordance with the approved manual.**
- d. Perforated stub-out connections in accordance with the approved manual.**

Other Hard Surfaces:

- a. Full dispersion in accordance with the approved manual.**
- b. Permeable pavement, rain gardens, or bioretention in accordance with the approved manual. Where pavement is proposed, it must be permeable to the extent feasible unless full dispersion is employed.**
- c. Sheet flow dispersion or concentrated flow dispersion in accordance with the approved manual.**

List #2: On-Site Stormwater Management BMPs for Projects Triggering Minimum Requirements #1 through #9

For each surface, consider BMPs in the order listed for that type of surface. Use the first BMP that is considered feasible. No other on-site Stormwater Management BMP is necessary for that surface. Feasibility shall be determined by evaluation against:

- a. Design criteria, limitations, and infeasibility criteria for each BMP in the adopted manual.**
- b. Competing needs criteria (Defined in List #1)**

Lawn and landscaped areas:

- a. Post-Construction Soil Quality Depth in accordance with the adopted manual.**

Roofs:

- a. Full dispersion or Downspout Full Infiltration System in accordance with the adopted manual.**
- b. Bioretention facilities that have a minimum horizontally projected surface area below the overflow which is at least 5% of the total surface area draining to it.**
- c. Downspout Dispersion Systems in accordance with the adopted manual.**
- d. Perforated Stub-out Connections in accordance with the adopted manual.**

Other Hard Surfaces:

- a. Full Dispersion in accordance with the adopted manual.**
- b. Permeable Pavement in accordance with the adopted manual. Where pavement is proposed, it must be permeable to the extent feasible unless full dispersion is employed.**
- c. Bioretention BMP's that have a minimum horizontally projected surface area below the overflow which is at least 5% of the total surface area draining to it.**
- d. Sheet Flow Dispersion or Concentrated Flow Dispersion in accordance with the adopted manual.**

Objective

To use practices distributed across a development that reduce the amount of disruption to the natural hydrologic characteristics of the site.

24.08.260 Minimum requirement No. 7 – Flow control.

~~Except as provided below, all projects shall provide flow control to reduce the impacts of stormwater runoff from impervious surfaces and land cover conversions. The requirement below applies to projects that discharge stormwater directly, or indirectly through a conveyance system, into a fresh water.~~ **Projects must provide flow control to reduce the impacts of stormwater runoff from hard surfaces and land cover conversions. The requirement below applies to projects that discharge stormwater directly, or indirectly through a conveyance system, into a fresh waterbody.**

A. Flow control is not required for projects that discharge directly to or indirectly through an MS4 to a water listed in Appendix I-E of the Stormwater Management Manual for Western Washington ~~(2005)~~**(2012)** subject to the following restrictions:

1. Direct discharge to the exempt receiving water does not result in the diversion of drainage from any perennial stream classified as Types 1, 2, 3, or 4 in the state of Washington interim water typing system, or Types “S,” “F,” or “Np” in the permanent water typing system, or from any Category I, II, or III wetland; and
2. Flow splitting devices or drainage BMPs are applied to route natural runoff volumes from the project site to any downstream Type 5 stream or Category IV wetland:
 - a. Design of flow splitting devices or drainage BMPs will be based on continuous hydrologic modeling analysis. The design will assure that flows delivered to Type 5 stream reaches will approximate, but in no case exceed, durations ranging from 50 percent of the two-year to the 50-year peak flow.
 - b. Flow splitting devices or drainage BMPs that deliver flow to Category IV wetlands will also be designed using continuous hydrologic modeling to preserve pre-project wetland hydrologic conditions unless specifically waived or exempted by regulatory agencies with permitting jurisdiction; and
3. The project site must be drained by a conveyance system that is comprised entirely of manmade conveyance elements (e.g., pipes, ditches, outfall protection, etc.) and extends to the ordinary high water line of the exempt receiving water; and
4. The conveyance system between the project site and the exempt receiving water shall have sufficient hydraulic capacity to convey discharges from future build-out conditions (under current zoning) of the site, and the

existing condition from non-project areas from which runoff is or will be collected; and

5. Any erodible elements of the manmade conveyance system must be adequately stabilized to prevent erosion under the conditions noted above.

If the discharge is to a stream that leads to a wetland, or to a wetland that has an outflow to a stream, both this minimum requirement and Minimum Requirement No. 8 apply.

B. The following require construction of flow control facilities and/or land use management BMPs that will achieve the standard flow control requirement per the approved manual:

1. Projects in which the total of effective impervious surfaces is 10,000 square feet or more in a threshold discharge area; or
2. Projects that convert three-fourths acre or more of native vegetation to lawn or landscape, or convert two and one-half acres or more of native vegetation to pasture in a threshold discharge area, and from which there is a surface discharge in a natural or manmade conveyance system from the site; or
3. Projects that through a combination of effective impervious surfaces and converted pervious surfaces cause a 0.1 cubic feet per second increase in the 100-year flow frequency from a threshold discharge area as estimated using an approved model.

That portion of any development project in which the above thresholds are not exceeded in a threshold discharge area shall apply on-site stormwater management BMPs in accordance with Minimum Requirement No. 5.

C. Stormwater discharges shall match developed discharge durations to pre-developed durations for the range of pre-developed discharge rates from 50 percent of the two-year peak flow up to the full 50-year peak flow. The pre-developed condition to be matched shall be a forested land cover unless:

1. Reasonable, historic information is available that indicates the site was prairie prior to settlement; or
2. The drainage area of the immediate stream and all subsequent downstream basins have had at least 40 percent total impervious area since 1985. In this case, the pre-developed condition to be matched shall be the existing land cover condition. Where basin-specific studies determine a stream channel to be unstable, even though the above criterion is met, the pre-developed condition assumption shall be the "historic" land cover condition, or a land cover condition commensurate with achieving a target flow regime identified by an approved basin study.

This standard requirement is waived for sites that will reliably infiltrate all the runoff from impervious surfaces and converted pervious surfaces.

Flow control BMPs shall be selected, designed, and maintained in accordance with the approved manual. (Ord. 1816 § 4, 2012; Ord. 1482 § 1, 2000).

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 28th DAY OF November, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 17-004

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: January 9, 2017
SUBJECT: Agreement with King County Behavioral Health and Recovery Program

ATTACHMENTS:

- **Resolution No. 2017-394**
- **Memorandum of Agreement between Pacific Police Department and King County Behavioral Health and Recovery Division**

Previous Council Review Date: Council briefed on 12/12/2016 and 1/3/2017.

Summary: There is a heroin epidemic in this region and overdoses from the drug are frequent. This agreement will allow all police cars in Pacific to carry the drug Narcan, (Naloxone), which is a nasal spray that can be administered by an officer to an opiate overdose victim.

Recommended Action: Allow Chief Calkins to sign the Agreement Between King County and the Pacific Police Department for the maintenance of Narcan kits and the application of Narcan to individuals requiring opiate antidote intervention.

Motion for Consideration: I move to approve Resolution 2017-394 authorizing the Mayor execute a Memorandum of Agreement between the Pacific Police Department and King County Behavioral Health and Recovery Division

Budget Impact: None

Alternatives: Not supply each officer with Narcan and rely on outside agencies to possess and administer the drug.

**City of Pacific
Washington**

RESOLUTION NO. 2017-394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON AUTHORIZING THE POLICE CHIEF TO SIGN A CONTRACT WITH THE KING COUNTY BEHAVIORAL HEALTH AND RECOVERY DIVISION FOR THE MAINTENANCE OF NARCAN (OR OTHER NALOXONE) KITS AND THE APPLCIATION OF NARCAN TO INDIVIDUALS REQUIRING OPIATE ANTIDOTE INTERVENTION.

WHEREAS, Pacific Police Officers respond to drug overdose calls during routine patrol, and

WHEREAS, Pacific Police Officers often times arrive at a medical emergency call before the Valley Regional Fire Department arrives, and

WHEREAS, the application of Narcan can save a person's life while experiencing an opiate overdose, and

WHEREAS, there is a heroin epidemic in our region currently with no end in sight.

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

Section 1. The Pacific City Council hereby authorizes the Police Chief to sign and enter into the contract with the King County Behavioral Health and Recovery Division, as defined in Attachment "A".

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 9th DAY OF JANUARY, 2017.

APPROVED:

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris City Attorney

MEMORANDUM OF AGREEMENT
between
PACIFIC POLICE DEPARTMENT
and
KING COUNTY BEHAVIORAL HEALTH AND RECOVERY DIVISION

I. SUBJECT

The following Agreement is entered into between King County Behavioral Health and Recovery Division, hereafter, BHRD, and Pacific Police Department hereafter, PPD.

II. PURPOSE

The purpose of this Agreement is to describe and assure continued partnership between BHRD and the PPD for the maintenance of Narcan (or other naloxone) kits and the application of Narcan to individuals requiring opiate antidote intervention.

III. DEFINITIONS

Narcan: Generic name naloxone, is a prescription medication used to treatment opiate overdose. Narcan is indicated for reversal of respiratory depression or unresponsiveness in the setting of opiate overdose. It is a narcotic antagonist which blocks the opiates in the body.

IV. RESPONSIBILITIES

A. BHRD agrees to the following:

1. Provide or coordinate initial training on how to administer Narcan or opiate antidote intervention, if desired,
2. Coordinate Narcan kit orders for PPD with pharmacy,
3. Provide the Narcan kit(s) without a cost to the PPD and will refill the kits as resources allows; and
4. Provide forms in an electronic format for reporting and data collection purposes.

B. PPD agrees to the following:

1. Provide all services under this agreement in compliance with BHRD Policy and Procedures,
2. Coordinate with BHRD around the provision of services under this memorandum of agreement,

3. Staff Training

- a. Ensure all staff are trained to administer the intranasal form of Narcan,
- b. Ensure all staff receive an annual refresher training on Opiate Overdose Prevention and Narcan administration, and

4. Ordering, Delivery and Storage of Narcan Kits

- a. Maintain Narcan kits in appropriate conditions in accordance with pharmacy and manufacturer recommendations,
- b. Naloxone kits shall be ordered through BHRD. Completed Naloxone Kit Request Forms shall be submitted to odprevention@kingcounty.gov. Pharmacy will deliver Narcan to PPD or make other arrangements so that PPD can obtain Narcan,
- c. Narcan medication shall be kept in an Overdose Prevention Kit and will be stored according to the manufacturer's recommendations and PPD policy and procedures, and

5. Quality Assurance

- a. PPD shall create and maintain operational policy and procedures related to opiate overdose response and Narcan administration. The policy and procedures shall include:
 - Guidelines for staff response to a suspected opiate overdose,
 - Staff training,
 - Documentation standards related to staff administration of Narcan to residents, and
 - Guidelines to monitor Narcan supplies and ordering replacement kits when refills are needed. This includes disposal of Narcan medication that has expired.
- b. PPD shall seek guidance from BHRD staff, as needed, as it relates to the provision of services under this memorandum of agreement.

6. Reporting Requirements

- a. Incidence and Loss Reports - PPD shall submit an Opiate Overdose Incident & Loss Form to BHRD each time a Narcan kit is applied to an individual, lost, stolen, expired, or for any other reason the kit is no longer available for use.

Completed forms shall be faxed or emailed to BHRD within 48 hours of the occurrence: Attn: Ileana Janovich via Fax 206-296-0583 or via secure email at odprevention@kingcounty.gov.

- b. One-Time Only Reports - Upon request from the BHRD, PPD shall submit one or more brief summaries of sample success stories accompanied by a release of information as provided by the BHRD. Person identifying information should NOT be included.
- c. Otherwise suitable documentation mutually agreed upon.

V. CONFIDENTIALITY

All data concerning persons who received Narcan administration and their services shall be held in the strictest confidence by both organizations. Information on individuals shall not be disclosed directly or indirectly except where authorized by the person or requested by law. All information, records, and data collected in connection with these services shall be protected from unauthorized disclosure in accordance applicable regulations set forth in the Code of Federal Regulations (42 CFR Part 2) and compliant with all Federal HIPAA requirements.

VI. COORDINATION

Erin James and Ileana Janovich will be the primary contact between PPD and King County BHRD to collaborate on responding to information requests and resolving questions that may arise.

VII. DISPUTE RESOLUTION

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this memorandum of agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities while attempting to resolve the dispute under this section.

If there is a dispute of the terms and outcomes of this Agreement, the parties that are involved with the dispute first work with the BHRD Assistant Director to resolve the matter. If the matter is unresolved, both parties agree to follow King County dispute resolution protocols and procedures to resolve the matter.

VIII. TERMINATION

Either BHRD or PPD may terminate the Agreement, upon thirty days written notice. Required reports and/or unused Narcan kits shall be returned to BHRD or pharmacy, if applicable.

IN WITNESS HERETO, the King County Behavioral Health and Recovery Division and the Pacific Police Department below, have executed this Agreement as of the dates written below:

KING COUNTY BHRD

Pacific Police Department

FOR

Signature

Signature

Jim Vollendroff, Director

Name, Title (Please type or print)

Date

Date

PACIFIC MUNICIPAL COURT, KING COUNTY, WASHINGTON STATE

CITY OF PACIFIC,)
)
Plaintiff,) NO. 6Z428372
V.)
) SUBPOENA
DECEMBER U. HOLIDAY,)
)
Defendant.)

TO: PACIFIC POLICE OFFICER STEPHENS

In the name of the State of Washington, you are hereby required to appear at this Municipal Court on the 30th day of January, 2017, at 8:30 a.m., at 100 Third Ave., SE, Pacific, WA 98047, to give evidence in the above-entitled cause on the part of the Plaintiff.

Given under my hand this 13th day of December, 2016.

Michael G. Bejarano
 Michael G. Bejarano, WSBA #25008 *KL*
 Attorney for Plaintiff

SUBPOENA RETURN

I HEREBY CERTIFY, that I served this subpoena upon the above-named person by: a) personal service; b) U.S. Mail; c) facsimile; or d) e-mail on this 13th day of December, 2016.

By: *[Signature]*

The case now set for trial on the above date could be settled before trial. To assure that you will not unnecessarily appear, please call the Prosecutor, Michael G. Bejarano at (253) 735-3997 the afternoon prior to the court date.



Agenda Bill No. 17-008

TO: Mayor Guier and City Council Members
FROM: Community Services Senior Center
MEETING DATE: January 3, 2017
SUBJECT: King County Metro Community Access Transportation(CAT)
Program for free lease of the Senior Center Bus

ATTACHMENTS: Resolution 2017-395
Agreement between King County Metro Community Access
Transportation (CAT) and the City of Pacific.

Previous Council Review Date: Contract has been in place for five years.

Summary: King County Metro provides a free lease of the senior center bus for our senior lunch program and our afternoon events.

Recommendation/Action: Staff recommends Council approve Resolution No. 2017-395.

Motion for Consideration: Move to approve Resolution No. 2017-395, authorizing the execution of an agreement between King County Metro Community Access Transportation (CAT) and the City of Pacific

Budget Impact: A free lease of the vehicle for our transportation program, the City is required to maintain the minimum insurance coverage.

Alternatives: No senior lunch meal transportation Monday through Friday or any afternoon trips. This bus is used for trips to stores along with New Hope food pantry. We have trips to restaurants for lunch, trips for example to museums, and parks.

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2017-395

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KING COUNTY COMMUNITY ACCESS TRANSPORTATION TO PROVIDE COST-EFFECTIVE TRANSPORTATION SERVICE FOR THE PACIFIC ALGONA SENIOR CENTER.

WHEREAS, King County, through Accessible Services, provides paratransit services to persons with disabilities through its Community Access Transportation Program, and,

WHEREAS, The County from time to time provides funding through grants to non-profit agencies to assist in the operating costs of programs operated by such agencies; and

WHEREAS, The County has determined that it is in their best interest to provide a grant to fund local programs that make cost-effective transportation service available to senior citizens and persons with disabilities who are eligible for the County's ADA Paratransit Program, and

WHEREAS, The Pacific Algona Senior Center provides the eligible population-seniors, and/or passengers that hold an Access Card- with transportation, enabling participants to socialize and participate in other activities and bus trips in King County, and

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute a Community Access Transportation Agreement by and between King County and the City of Pacific to provide a grant to fund cost-effective transportation service for the Pacific Algona Senior Center.

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

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 9TH DAY OF JANUARY, 2017.

CITY OF PACIFIC.

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

FILED WITH THE CITY CLERK: 12.17.12
PASSED BY THE CITY COUNCIL: 12.26.12
EFFECTIVE DATE: 12.26.12
RESOLUTION NO. 12-1226

COMMUNITY ACCESS TRANSPORTATION AGREEMENT

between

KING COUNTY

and

CITY OF PACIFIC

THIS COMMUNITY ACCESS TRANSPORTATION AGREEMENT (the "Agreement"), made this January 1, 2017, by and between King County, Washington (hereinafter "County") and the City of Pacific (hereinafter "Agency").

The County, through Accessible Services, provides paratransit services to persons with disabilities through its Access Transportation Program. The County from time to time provides funding through grants to non-profit agencies to assist in the operating costs of programs operated by such agencies.

The Agency offers and manages the operation of transportation services to senior citizens and persons with disabilities meeting the eligibility criteria for the County's ADA Paratransit Program. The Agency has requested a grant to assist in funding to operate local van services.

The County has determined that it is in the best interest of the County to provide a grant to fund local programs that make cost-effective transportation service available to senior citizens and persons with disabilities who are eligible for the County's ADA Paratransit Program.

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions upon which the County will provide vehicles and pass-through funding support for the Agency's transportation service for seniors or people with disabilities.

2. COUNTY ROLE AND RESPONSIBILITIES

2.1 Service Vehicles and Operating Costs. The County will provide use of County vehicles in providing a Community access transportation service and up to \$10,000 per year to the Agency to cover the cost of some operating expenses for their transportation program. Total agreement value cannot exceed \$50,000.

2.2 Vehicle(s) Subject to Agreement. The County shall provide the Agency with the vehicle(s) identified in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter referred to as the "Vehicle" or "Vehicles"). The County may demand return of all the Vehicle(s), or any number thereof, at any time prior to the expiration of this Agreement by giving the Agency thirty (30) days written notice of the County's intention to re-take possession of the Vehicle(s). The Vehicle(s) shall be

subject to all terms and conditions of this Agreement upon the Agency's acceptance of possession of the Vehicle(s).

- 2.3 Reimbursement of Operating Costs and Vehicle Maintenance Expenses. The County will reimburse the Agency for allowable operating costs pursuant to the payment and reimbursement provisions set forth at Section 5 of this Agreement. The Agency's costs and expenses shall be subject to review and approval by the County prior to reimbursement.
- 2.4 Vehicle Licensing, Registration, and Taxes. The County shall be responsible for registering the Vehicle(s), annual emissions tests and securing license plates for the Vehicle(s) as required by applicable state law. The Vehicle(s) shall be registered in the name of the County and any registration or licensing fees shall be paid by the County. The Agency shall be solely responsible for any and all other taxes, fees, fines, or penalties related to the vehicles or their use, condition, or possession.

3. AGENCY ROLE AND RESPONSIBILITIES

- 3.1 Community Transportation Service. The Agency shall provide trips for Access eligible customers and may also include senior citizens and individuals with disabilities. The Agency shall provide at least 200 rides per month for Access eligible customers, seniors and people with disabilities. The County may revoke this Agreement from the Agency if it fails to provide the requisite number of rides per month for Access eligible riders.
- 3.2 Use of Vehicle(s). The Agency shall use and operate the Vehicle(s) only for the purposes described in Exhibit C, which is attached hereto and incorporated herein by this reference. The Agency shall not use or permit the use of the Vehicle(s) in a negligent or improper manner or in violation of any applicable federal, state, or local law, rule or regulation, or so as to void any insurance covering the Vehicle(s). Modification to the Vehicle(s) or the installation of additional equipment, which requires mounting, is prohibited unless approved in advance by the County in writing.
- 3.3 Possession and Acceptance of Vehicle(s).
 - 3.3.1 Vehicles provided on "AS IS" basis. By entering into this agreement, the Agency acknowledges and agrees that it has inspected the Vehicle(s) and acknowledges that the Vehicle(s) are provided on an "AS IS" basis and that the County has made no warranties, express or implied, regarding the Vehicle(s) including, but not limited to, performance guaranties and implied warranties of merchantability or fitness for a particular purpose, all of which are expressly excluded.
 - 3.3.2 Locations. The Agency shall take possession of the Vehicle(s) from the County at one or more locations within King County as determined by the County. By accepting possession of the Vehicle(s), the Agency acknowledges and agrees that it has inspected the Vehicle(s) and concluded that they are in proper operating condition and are adequate and sufficient for the Agency's uses as authorized herein. In addition, the Agency shall ensure that a responsible Agency staff person successfully completes a County Vehicle delivery and maintenance orientation session before the Vehicle is driven by the Agency.
- 3.4 Maintenance of Vehicle(s). The County shall be responsible for maintaining and mechanically repairing the Vehicles including all associated equipment, (radios and mobility lifts, if applicable)as specified in

Exhibit B, which is attached hereto and incorporated herein by this reference. The Agency shall also provide a copy of the current Community Access Transportation (CAT) Program Guide, which is attached hereto and incorporated herein as Exhibit D, to all drivers and monitor drivers to insure they are in compliance with program manual procedures. For major vehicle breakdowns, the County will provide roadside assistance and stranded passenger transportation.

- 3.5 Taxes, Fees, Fines and Penalties. Pursuant to Subsection 2.4 of this Agreement, the County will be responsible for Vehicle registration and licensing fees. The Agency shall be solely responsible for any and all other taxes, fees, fines, or penalties related to the Vehicles or their use, condition, or possession.
- 3.6 Theft, Damage and Loss. The Agency shall have sole use, care, custody, control and responsibility for the Vehicle(s) until they are returned to the County. The Agency assumes the entire risk of any physical damage, loss, theft and/or loss of use of the Vehicle(s), whatever the cause and whether or not covered by insurance and irrespective of fault. In the event of theft or in the event a Vehicle is damaged to the extent the estimated repair cost would exceed the value of the Vehicle(s), the Agency shall immediately inform the County of the theft or loss and shall reimburse the County for the fair market value of the Vehicle(s) within thirty (30) days. In the event a Vehicle(s) is damaged to a lesser extent, the Agency shall immediately inform the County of the damage and arrange for the prompt repair of the damage.
- 3.7 Reporting of Accidents or Incidents. The Agency shall notify the County before the end of the business day in which it occurred of any accident or incident involving the Vehicle(s) in which a person or property is, or is claimed to be, injured or damaged. The Agency shall notify the County as provided for in Exhibits C and D.
- 3.8 Obligation to Insure. The Agency shall at all times, and at its own cost, maintain at a minimum the insurance coverages set forth in Exhibit E, which is attached hereto and incorporated herein by this reference.
- 3.9 Driver Eligibility and Training Requirements. The Agency shall at all times comply with the driver eligibility and training requirements set forth at Exhibit F, which is attached hereto and incorporated herein by this reference.
- 3.10 Return of Vehicle(s). Upon expiration or earlier termination of this Agreement, the Agency shall return the Vehicle(s) to the County by delivering the Vehicle(s) to the County or the County's agent as the County may direct.
- 3.10.1 Repossession authorization. If the Agency fails or refuses to return the Vehicle(s) to the County as provided for in Subsection 3.10, the County shall have the right to take possession of the Vehicle(s) and remove it/them from the Agency. For this purpose, the County shall be permitted to enter any premises under the control of the Agency where the Vehicle(s) may be located, without being liable to any suit, action, defense or other proceedings by the Agency. The Agency shall not allow any of the Vehicle(s) to be located on premises over which the Agency has no control.
- 3.10.2 Condition of Vehicles upon return. The Agency shall return the Vehicle(s) to the County in the same condition as they were when the Agency received them, less reasonable wear and tear, at a

site specified by the County. In the event the County determines that a returned Vehicle is damaged or in need of repair and that the Agency is responsible for such damage or repair under this Agreement, the County will determine the cost to be paid by the Agency either by having the necessary work done or preparing or securing estimates therefor. The Agency shall promptly pay the County the amount thereof.

- 3.11 Compliance with Laws. The Vehicle(s) covered by this Agreement shall not be used in violation of any applicable federal, state or municipal statutes, laws, ordinances, rules or regulations.
- 3.11.1 Maximum weight limits. The Agency shall ensure that the Vehicle(s) is/are not operated in excess of its/their respective rated maximum weights. If any Vehicle is damaged in any manner due to overloading, the Agency shall pay the amount of any and all damages and losses the County may sustain on account of such damage.
- 3.11.2 Fines and penalties. The Agency shall defend, indemnify and hold the County harmless from any and all fines, forfeitures or penalties for traffic or parking violations or for the violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority issued on account of the use, condition, or operation of any of the Vehicle(s).
- 3.11.3 No hazardous materials. The Agency shall ensure that the Vehicle(s) is/are not used for any unlawful purpose or for the transportation of any property or material deemed extra-hazardous by reason of being explosive or inflammable; provided, that portable oxygen systems and other medically-necessary equipment required by persons transported by the Agency shall not be deemed extra-hazardous under this Agreement.
- 3.12 Reporting Requirements. The Agency must designate an Agency representative responsible for record keeping and reporting requirements. The Agency is responsible for providing the County with of the name, e-mail address and phone number of the current agency representative. The Agency shall maintain Daily Trip Logs as provided in Exhibit I and consolidate the information onto monthly reports to the County in the form provided for at Exhibit G and H, which is attached hereto and incorporated herein by this reference. Such reports shall include, among other information and data, the number of monthly trips provided by the Agency pursuant to this Agreement and expenses submitted for reimbursement. The Agency may use the forms provided in Exhibits G, H and I or an equivalent version revised by the Agency, which must be approved by the County. The Agency also agrees to provide further reports that may be requested by the County from time to time.
- 3.13 Record Keeping. The Agency shall establish and maintain for the project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible and indirect costs claimed to have been incurred in the performance of this Agreement. Such accounts are referred to herein collectively as the "Project Account". All costs claimed against the Project Account must be supported by executed payrolls, time records, invoices, Agreements, and payment vouchers evidencing in proper detail the nature and propriety of the charges.
- 3.13.1 Ineligible Reimbursement. If, after funds have been paid to the Agency, the County or the grantor determines certain costs were ineligible for reimbursement or for any other reason determines that grant funds be repaid, the Agency shall indemnify and hold the County harmless against any such

claim and repay the County within thirty (30) days of receiving notice of such claim.

3.13.2 Meetings and Records Review. The Agency agrees to meet regularly with the County, which may include quarterly or semi-annual meetings. The meetings will discuss program improvements, review vehicle inspections, driver records, monthly reports and driver trip logs. The County may also visit, at any time, the Agency or Subcontractor's offices to review records related to the solicitation, utilization, and payment to Subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Agency shall provide all reasonable assistance requested by the County during such visits. The Agency shall maintain, for six (6) years after completion of all Work under this Agreement, the following:

- a) Records, including written quotes, bids, estimates or proposals submitted to the Agency by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payment to the Subcontractors and suppliers in this Agreement.
- b) The Agency shall make the foregoing records available to the County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

4. TITLE OF VEHICLES

The Vehicle(s) shall at all times remain the sole and exclusive property of the County, and the Agency shall have and acquire no right or property interest therein. If requested by the County, the Agency shall execute any documents designated by the County to affirm or set forth the County's ownership of or interest in the Vehicle(s). The Agency shall not part with or otherwise sell, purport to sell, pledge, assign, deliver, or transfer any of the Vehicles to any other person or legal entity without the prior written permission of the County. The Agency shall not allow any levy, lien, or encumbrance of any kind or nature to be placed upon or maintained against any of the Vehicle(s). If a levy, lien, or encumbrance is placed against any of the Vehicle(s), the Agency shall immediately take all actions necessary to remove such levy, lien, or encumbrance. The County shall have the right, but not the obligation, to display notice of its ownership of the Vehicle(s) by affixing an identifying plate, outside stencil or other indicia of ownership on the Vehicles.

5. BILLING AND PAYMENT PROCEDURES

5.1 Reimbursement of Costs and Expenses. The Agency shall be eligible for reimbursement of actual, allowable operating costs and vehicle maintenance expenses on a monthly basis. Reimbursable costs are those costs that are incurred pursuant to this Agreement, approved by the County, authorized for and allowable expenses under federal, state, and County law, ordinance, regulation and policy. Examples of allowable costs under the County's CAT program are set forth at Attachment 1 to Exhibit H, which is attached hereto and incorporated herein by this reference.

5.2 Reimbursement Caps. Total reimbursements after a 6-month period may not exceed 60% of the total

funds awarded to an Agency over a twelve-month period. (I.E. an Agency who is eligible for \$10,000 over a twelve-month period, should not submit more than \$6,000 worth of reimbursements during the first 6 months of operations.)

- 5.3 Invoicing and Reimbursement Process. In order to be reimbursed for reimbursable expenses, the Agency must provide the County with a completed Monthly Reimbursement Request no later than ten (10) days after the end of the month in which the expense was incurred. The Agency shall use the Monthly Reimbursement Request form, which is attached to this Agreement as Exhibit H and incorporated herein by this reference. No more than one request shall be submitted per month. The Agency shall include with the Monthly Reimbursement Request documentation supporting the claimed incurred costs. The County will disburse payment to the Agency within thirty (30) days of receipt of a complete and fully documented invoice.
- 5.4 Final Invoice. The Agency's final invoice shall be submitted within ten (10) days after the expiration or earlier termination of this Agreement. The final invoice shall credit all payments previously made by the County. Adjustments, if any, under the terms of this Agreement shall be performed at the time of submitting the final invoice.
- 5.5 Reimbursement Limitations. The County's payment may be withheld if the Agency is not current in submitting monthly reports to the County as provided for in Subsection 3.12 of this Agreement. Such payments or reimbursements are also contingent upon available funding for the Community Access Transportation Program.
- 5.6 Billing Address. The Agency shall submit invoices to King County Community Access Transportation Program, MS: KSC-TR-0800, 201 S. Jackson St., Seattle, WA 98104. All invoices shall be submitted to the County no later than ten (10) days following the end of the month in which the expenses were incurred.

6. TERM OF AGREEMENT

This Agreement shall commence on the date it is signed by both Parties and terminate on December 31, 2021 unless earlier terminated or extended pursuant to the terms and conditions of this Agreement.

7. TERMINATION

- 7.1 Termination for Default or Failure to Perform. The County may by written notice to the Agency declare this Agreement in default in the event the Agency fails to perform a material provision of the Agreement. Said notice shall be provided no less than ten (10) days in advance of the effective date of the termination.
- 7.2 Termination for Non-Appropriation of Funds. In addition to termination for default, the County may terminate this Agreement for non-appropriation of internal or external funding. Funding under this Agreement beyond the current appropriation year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.
- 7.3 Termination for Convenience. Either party may terminate this agreement for convenience and without cause by giving the other party written notice of such termination. Said notice shall be provided not less

than thirty (30) days in advance of the effective date of the termination.

7.3 Return of Vehicles and No Claims upon Termination. Upon termination for any reason, including default, convenience or non-appropriation, the Agency shall immediately deliver the Vehicle(s) to the County in accordance with the County's directions. The Agency shall have no right to make a claim for any costs whatsoever arising from the termination of this Agreement.

8. AUDITS, INSPECTIONS AND RETENTION OF RECORDS

8.1 Audits and Inspections. The County, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Agency's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, and other matters covered by or related to this Agreement.

8.2 Retention of Records. During the Term of this Agreement and for a period not less than six (6) years from the date of final payment to the Agency, the Agency's records and accounts pertaining to this Agreement and accounting therefor are to be kept available for inspection and audit by the County, as well as the state and federal governments, and copies of all records, accounts, documents, or other data pertaining to this Agreement will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period otherwise provided for herein.

9. INDEMNIFICATION.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with the use, condition, or operation of the Vehicle(s). In addition, the Agency shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services, and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Agency or its Subcontractors, and the Agency, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost, including attorney's fees, arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Agency. In addition the County shall be entitled to recover from the Agency its attorney fees, and costs incurred to enforce the provisions of this section. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

10. AMENDMENTS AND MODIFICATIONS

Either Party may request changes to the provisions of this Agreement. Proposed changes shall not be effective unless and until they are mutually agreed upon and incorporated by written amendment signed by authorized representatives of both Parties to this Agreement.

11. LEGAL RELATIONS

11.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

11.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

11.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

11.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

11.6 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

11.7 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.

11.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party, which consent may be withheld in that Party's sole and absolute discretion.

11.9 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and permitted assigns.

11.10 Rights and Remedies. Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.

11.11 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

11.12 Survival. The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

12. NONDISCRIMINATION AND COMPLIANCE WITH APPLICABLE LAWS

The Agency shall comply with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination and shall require the same of any subcontractors providing services or performing any of the work using Vehicles or funds provided under this Agreement.

12.1 Nondiscrimination in Employment. During the Term of this Agreement, the Agency shall not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age, except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

12.2 Equal Employment Opportunity Efforts. The Agency will undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. The Agency's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

12.3 Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's Equal Benefits ("EB") ordinance, and related administrative rules adopted by the County Executive, as a condition of this Agreement, the Agency shall not discriminate in the provision of employee benefits between employee with spouses, and employees with domestic partners during the Term of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement and may subject the Agency to administrative sanctions and remedies for breach.

12.3.1 EB Worksheets and Declaration. The Agency shall complete a Worksheet and Declaration form for County review and acceptance prior to Agreement execution. The EB compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

12.4 Nondiscrimination in Subcontracting Practices. During the Term of this Agreement, the Agency shall not create barriers to open and fair opportunities to participate in County agreements or to obtain or compete for agreements and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age, except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

- 12.5 Compliance with Non-Discrimination Laws and Regulations. The Agency shall fully comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination and shall not deny participation in or the benefits of its services, programs, or activities to people with disabilities on the basis of such disability. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Restoration Act of 1987, and the Americans with Disabilities Act of 1990 ("ADA"). In addition, King County Code chapters 12.16, 12.17, and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. The Agency shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statues or rules included or referenced in the Agreement. Failure to comply with this section shall be a material breach of this Agreement.
- 12.6 Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Agency to utilize small businesses, including Small Contractors and Suppliers ("SCS") and minority-owned and women-owned business enterprises ("OMWBE") in County agreements. The County encourages the Agency to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>.
- 12.7 Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of the Agreement, for which the Agency may be subject to damages, withholding of payment(s) and any other sanctions provided for by contract and/or by applicable law.

13. NOTICE REQUIREMENTS.

Any notice given under this Agreement shall be in writing and given by sending such notice by registered mail, return receipt requested, with postage prepaid, addressed as follows, or at such other address as the Party to be notified shall have last directed in writing, or by serving said notice personally.

Metro Transit: Metro CAT Program Manager
MS: KSC-TR-0800
201 S. Jackson St.
Seattle, WA 98104

The Agency: City of Pacific
Attn: Darcie Thach
100 3rd Ave SE
Pacific, WA 98047

The effective date of notice shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable.

14. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by this reference as if fully set forth herein:

Exhibit A – *Vehicles*

Exhibit B – *Maintenance Requirements*

Exhibit C – *Permitted Use of Vehicles*

Exhibit D – *Community Access Transportation (CAT) Program Guide*

Exhibit E – *Insurance Requirements*

Exhibit F – *Driver Eligibility and Training Requirements*

Exhibit G – *CAT Program Monthly Report*

Exhibit H – *Monthly Reimbursement Request (together with Attachment 1: Allowable Expenses)*

Exhibit I – *Daily Trip Log*

Exhibit J – *CAT Defective Equipment Report*

15. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized representative as of the latest date written below.

KING COUNTY METRO

CITY OF PACIFIC

Priscilla Vargas
Manager, Paratransit Rideshare

Leanne Guier
Mayor

DATE: _____

DATE: _____

Community Access Transportation Agreement

EXHIBIT A

VEHICLES

VEHICLE DESCRIPTIONS

The following vehicles are subject to this Agreement:

Vehicle	#
2006 Candidate	#4000

The County may substitute, add or subtract vehicles at their discretion.

EXHIBIT B

MAINTENANCE REQUIREMENTS

A. MAINTENANCE REQUIREMENTS

1. The County shall be responsible for maintaining and mechanically repairing the vehicle(s), including all associated equipment, (radios and mobility lifts, if applicable) on the vehicles. The Agency is responsible for scheduling routine maintenance on a regular cycle with their assigned Service Provider. The Agency shall bring vehicles to the facility designated by the County for maintenance on the schedule established by the County, and pick up vehicles when work is complete. For any unscheduled maintenance or repair needs the Agency must follow the maintenance procedures in the current program manual, which is attached as Exhibit D, and use the CAT Defective Equipment/Repair form, which is attached as Exhibit J. For all scheduled maintenance, the County shall provide a back up vehicle of similar size (including wheelchair tie-down capacity, if applicable).
2. For unscheduled maintenance needs, the County shall provide a back up vehicle of similar size (including wheelchair tie-down capacity, if applicable). Any vehicle needing what the County determines to be excessive repairs may be subject to repossession by the County or may result in termination as provided in this Agreement.
3. The Agency shall provide a copy of the current program manual, which is attached to this Agreement as Exhibit D, to all drivers and monitor drivers to insure they are in compliance with program manual procedures. The Agency shall purchase fuel and perform routine checks of the vehicle operating systems, including ensuring that all fluids (engine oil, transmission fluid, and window washing fluid) remain at level specified by the vehicle manufacturer; all lights, signals and audible warning systems remain operational; and tire pressure is maintained at the level specified by the tire manufacturer. The Agency shall be responsible for cleaning and maintaining the cleanliness of the interior and exterior of each Vehicle(s). The Agency may handle minor maintenance expenses that are covered in Exhibit H that cost under \$300. Minor maintenance expenses may be reimbursed using the reimbursement request form, which is attached as Exhibit H.
4. The Agency shall keep records of all maintenance and repairs made to the Vehicle(s). All such maintenance and repair records, including original invoices, shall be kept on file for each of the Vehicle(s) and made available to the County upon request or upon the termination of this Agreement.
5. For major vehicle breakdowns, the County will provide roadside assistance and stranded passenger transportation through the Access Service Providers from 5:00AM to Midnight. If a roadside emergency occurs, the Agency should contact their assigned Service Provider. For minor breakdowns that can be repaired quickly and economically (under \$300), such as flat tires, agencies should use available services in their area and submit the expense for reimbursement.

B. REPAIR

1. Vehicles with significant dents (2" long X ½" or greater deep X 2" or greater wide), significant scrapes or cracked windows shall be repaired by the Agency within 60 Days of the incident. The County may inspect vehicles at any time and at its sole discretion have a vehicle removed from service.

C. VEHICLE CLEANING

1. The Agency shall ensure that on a daily basis, the vehicles' interiors are swept, dusted, spot-mopped and the trash emptied, including cleanup of any accidental spills. The Agency shall also, on a weekly basis, ensure that the interiors of all vehicles are clean, the windows and seats cleaned, and the driver's area cleaned. The Agency shall also ensure that the reachable exteriors of all vehicles are washed at least monthly, with more frequent washing as may be required during periods of inclement weather. Less frequent washing may be approved by the County during a water shortage. The Agency shall ensure that, on a monthly basis, the interiors of all vehicles are fully and thoroughly cleaned (with disinfectant) throughout including dashboard, ceilings, walls and all other interior areas and surfaces.
2. The Agency shall ensure that any vehicle that has been marked with graffiti is removed within seven days.

Community Access Transportation Agreement

EXHIBIT C

PERMITTED USE OF VEHICLES

- 1) The Agency shall use the vehicles subject to this Agreement to transport seniors or people with disabilities.
- 2) All trips provided shall either begin or end in King County. The vans cannot leave the state or travel outside a 100-mile radius of the Agency or travel through mountain passes during adverse weather conditions. The Agency must notify the Community Access Transportation Program Coordinator in advance if the van is going to be used between Midnight and 5:00 AM. The vehicle(s) shall not be used by employees or volunteers of the Agency for their own personal benefit or private use. The Agency shall have full responsibility for all aspects of the use of the vehicle(s).
- 3) Child transportation trips shall originate from (the Agency/the client home) and may go to and from the (name of child care center, address). Children must be transported in accordance with federal, state and local laws and must be provided child restraint seats. A parent, legal guardian or Agency chaperone of a child must accompany their child during any trip in the van. The Agency is responsible for conducting a thorough background check for all agency chaperones prior to the chaperones assisting with the transportation of any children.
- 4) Agency shall provide all drivers with a copy of the Community Access Transportation (CAT) Program Guide, which is attached as Exhibit D, and shall review the manual with each driver.
- 5) Agency shall develop and maintain accident and breakdown procedures to be implemented by the vehicle driver. These procedures should address the following topics:
 - Rider safety
 - Obtaining medical assistance in case of personal injury
 - Protecting the accident or breakdown scene
 - Communication with Agency Program Coordinator
 - Notification of the police or Washington State Patrol
 - Exchange of information
 - Completion and mailing of a Washington State Collision Report.
 - Emergency numbers to call
- 6) In case of any damage to the vehicle or injury to any person or where a person might be injured or property damaged, the Agency shall notify the County before the end of the business day on the day of the incident. A report shall be sent to the Community Access Transportation Program within 24-hours either by phone, 206-263-1082 or FAX, 206-205-6490.
- 7) In case of a break down on the vehicle, the Agency shall designate a responsible management staff person who will be the emergency contact with the County. For routine maintenance, the Agency shall contact their assigned Service Provider.

Community Access Transportation Agreement

EXHIBIT D



Community Access Transportation (CAT)

Program Guide
2017



Table of Contents

Section 1:	Introduction
Section 2:	Roles and Responsibilities Driver Riders Agency Program Coordinator CAT Program and Program Manager Maintenance Service Provider
Section 3:	Knowing Your Van Inspecting Your Van Daily Inspection Weekly Inspection Monthly Inspection Maintaining Your Van Preventative Maintenance Defective Equipment Report Maps to Maintenance Facilities
Section 4:	Operating Your Van Driving Habit 1 Turning Room Driving Habit 2 Height and Weight Restriction Driving Habit 3 Using a Passenger as a Spotter Driving Habit 4 Merging Driving Habit 5 Mirrors and Scanning Driving Habit 6 Parking and Securing Your Van Driving Habit 7 Stopping and Following Distances Driving Habit 8 Use of Seat Belts Driving Habit 9 Loading and Unloading Riders
Section 5:	Handling Emergencies, Accidents & Incidents Breakdowns Procedures Accident Procedures
Section 6:	Reporting and Communicating with the CAT Office Monthly Report Daily Trip Log Reimbursement & Expenses
Section 7:	Contacts Defective Equipment Report

Section 1: Introduction

Community Access Transportation (CAT) expands transportation options for people with disabilities, seniors, and others with special transportation needs by developing partnerships with community agencies and businesses. Metro has programs that provide either vehicles and/or operating expenses to assist partners in setting up their own transportation programs. Agencies and businesses benefit because they can customize their transportation programs to meet their needs. The community benefits because more rides can be provided by these cost-effective providers.

Section 2: Roles and Responsibilities

Driver: The driver is responsible for the following:

- Driving the van safely
- Inspecting the van
- Maintaining the van
- Handling emergencies and breakdowns
- Working with the Agency Program Coordinator
- Being punctual:
 - * Make sure you know in which city the rider lives
 - * Locate addresses on a map or in your head if you are familiar with the area. (Watch out for subtle distinctions, i.e. Street vs. Avenue, South vs. Southwest.)
 - * Note any comments listed next to the riders name which indicate client's mobility and any special needs they may have

Riders: The riders are responsible for the following:

- Observing the guidelines (i.e. not eating, drinking or smoking in the van) established by the agency
- Helping keep the van clean
- Orderly conduct

Agency Program Coordinator: The Agency Program Coordinator is the primary program contact. The Agency Program Coordinator is responsible for managing the Agency program:

- Recruiting drivers
- Reporting monthly program information
- Managing service routes/schedules
- Keeping daily vehicle records, documenting vehicle mileage and rider information
- Scheduling routine maintenance
- Coordinating driver training in compliance with the agreement
- Sending current certificates of insurance to CAT Program Manager
- Have vehicle emission tested each year

The CAT Program Manager: The CAT Program Manager is the liaison for ongoing support of Community Access Transportation programs. The CAT Program Manager is responsible for:

- Communicating program information to the Agency
- Monitoring contract compliance
- Distributing service related equipment and materials
- Providing technical assistance to partners

- Answering maintenance questions
- Tracking maintenance cost and schedules
- Coordinating vehicle utilization and replacement
- Tracking accidents, incidents, and complaints

The CAT Program Manager is **Harold Davis**
 Telephone number **(206) 477-2802 or cell (206) 510-2233**

Maintenance Service Provider: The Maintenance Service Provider is responsible for the maintenance of your vehicle:

- all maintenance
- roadside assistance for major repairs in King County
- stranded passenger transportation for King County
- all expenses for roadside assistance for vehicles that breakdown outside of King County must be covered by the agency.

Maintenance Service Providers operate from 5AM to Midnight each day only within King County. Each agency is assigned a Maintenance Service Provider based on their geographic location:

South King County

Transdev
 8002 S. 212th Bldg. #105
 Kent, WA 98032
 Tony Schroeder
 253-859-8888
 425-766-4281 (cell)

East King County

Transdev
 2000 118th Ave SE
 Bellevue, WA 98005
 Leigh Burdick
 425-637-9000
 206-793-5113 (cell)

South Seattle

Solid Ground
 8100 8th Ave S
 Seattle, WA 98108
 Jon Hauge
 (206) 716-3840
 (206) 396-4408 (cell)

North Seattle

Transdev
 16325 5th Ave NE
 Shoreline, WA 98155
 Leigh Burdick
 425-637-9000
 206-793-5113 (cell)

Section 3: Knowing Your Van

The van is equipment on loan from Metro. It represents a significant investment that needs to be protected through regular inspections, maintenance and proper operation.

The maintenance of your van is especially important. Lack of attention to details can cause the CAT Program costly mechanical repairs and cause your riders delays and inconvenience.

Inspecting Your Van:

- Be thorough
- Don't assume anything
- Don't rush
- Have someone else check along with you
- Don't wait to fix a problem

There are three kinds of inspections:

- Daily
- Weekly
- Monthly

Van Inspection Chart

Daily	Weekly	Monthly
Inspect: Horn 4-way Flashers Exterior Gauges Wheel lug nuts Emergency Brake First Aid kit Manual WC lift tool Tires Mirrors Headlights Windows Seat Belts Interior Wheelchair lift Observe while Driving: Service Brakes Steering system Exhaust system/Muffler Fuel System	Check fluids: Oil Coolant/antifreeze Windshield Power steering Transmission Brake Other weekly inspection items: Tire pressure Battery Air System Heater/AC System Wiper/Blades	Complete Daily and Weekly inspection checks; Check the following: Tire tread Wiper fluid Belts and hoses Lights Other equipment (spare tire and jack, chains, emergency triangle kit)

Daily Inspection:

Inspect the vehicle daily before starting it. Check the following:

Exterior

- Is there any observable body damage?
- Are there any obstacles in the path of the vehicle?
- Is there any fluid on the ground?
- Are there any flat tires or loose lug nuts?

Lights

- Make sure the following operate properly: headlights, taillights, turn signals, emergency flashers, marker lights, interior lights, and backing lights

Gauges

- Are gauges within the normal range? (check after a 30-second warm up)
- Are they operating correctly?
- Are there any irregularities?

Tires

- Are there any cuts or foreign objects stuck in the tread?
- Are the wheel covers tight?

Mirrors

- Are they clear of ice, snow, and condensation?
- Are they adjusted properly?

Windows

- Are they clean and clear of fog, ice and/or snow?
- Are they free of cracks or rock chips?

Seat Belts

- Are they operational and easily accessible?
- Are they free of wear and tear along the edges?

Interior

- Is the interior of the van clean and free of debris?
- Is there a litter bag and a place to store small articles?
- Are the floor-tracks for wheelchair tie-downs free of debris?

Wheelchair Lift:

- Did you test the wheelchair lift? Is it in good working order?
- Do the lights above and below the wheelchair door illuminate?

While you're driving, you'll be able to check the following mechanical equipment:

Brakes

- Are the brakes working properly?
- Is there any squeaking or unusual noise?

Steering

- Is the van tracking in a straight line?

Exhaust System and Muffler

- Is the exhaust system making noise?
- Is there an odor of exhaust fume in the vehicle?
- Are there excessive fumes from the muffler?

Fuel Systems

- Are there excessive fumes from the fuel system?

Air System

- Ensure that the following operate properly: heater, defroster and air conditioner

Weekly Inspection:

The weekly inspection items mainly involve checking the fluids used by your van. Develop a routine to check the level of the following fluids:

Oil

- Are there any evident leaks in the motor area or on the ground?

Coolant/Antifreeze

- Is the level between the minimum and maximum indicator on the surge tank?

Power Steering Fluid

- The level can be read when hot or cold

Transmission Fluid

- The fluid should have a pinkish color
- It shouldn't have a burnt odor (check with motor running)

Brake Fluid

- Is the fluid filled to the top?
- Don't overfill

Tire Pressure

- The correct pressure is found in your driver's manual
- Check inner and outer tires when they're cold
- Use a tire gauge
- Check lug nut indicators for alignment

Battery

- Check that the cable is tightly attached to the terminals
- Make sure that the cables and terminals are free of corrosion

Monthly Inspection:

This inspection should include all the daily and weekly items in addition to the following items:

Tire Tread

- Measure the tread depth by using a penny. Insert the penny upside-down (inserting President Lincoln's head into the tire's tread). If President Lincoln's entire head is showing, it's time to replace your tires
- Look for signs of damage or uneven wear as follows: cuts to the side, bulges, deep bruises, or exposed ply or cord

Wipers

- Replace worn or stiff blades
- The wiper arms should be tight against the windshield

Belts and Hoses

- Check the belt tension
- Look for cracks or holes in hoses
- Make sure that the clamps are tight

Other Equipment

- Ensure that the spare tire and jack are serviceable
- Make sure that your traction chain adjusters are ready
- Check that the chains are ready to use
- Ensure that the triangle kit is located in a readily accessible place in the van
- The fire extinguisher pressure gauge should register in the green area

Maintaining Your Van:

In addition to the regular inspections, there are some simple things you can do to protect the van:

Appearance:

The appearance of the van is important. It affects your passengers' comfort and satisfaction. A well-kept van is more likely to create a favorable impression with the general public. Remember to do the following:

- Wash the van at least twice a month
- Report damage at the time it occurs
- Make sure lights, reflectors, and windows are in good repair

Preventative Maintenance:

Preventative maintenance for your van is scheduled based on mileage and time, whichever comes first. There are six types of preventative maintenance:

- Type A Lube, oil change, safety inspection, and needed repairs (5K miles/365 days)
- Type B Everything in Type A, plus a tune up if necessary (15K miles/910 days)
- Type C Transmission service every 30,000 miles (30K miles/1095 days)
- Type D Differential and Wheel Chair lift (60K miles/910 days)
- Type E Engine tune & Cooling System (90K miles/1825 days)
- Type F PVC replacement (120K miles/1460 days)

Scheduling your Preventative Maintenance and Unscheduled Maintenance Needs:

To schedule your maintenance, you'll need to do the following:

- Call your Maintenance Service Provider
- Bring the van to the service garage
- Complete a Defective Equipment Report and email to service provider and CAT Program Manager

The County shall provide a back-up vehicle of equal seating (including wheelchair tie-down capacity, if applicable) or larger. For unscheduled maintenance needs the County shall provide a back-up vehicle ***whenever possible***.

The Agency should handle minor maintenance expenses under \$300 and submit them for reimbursement with their monthly report.

Service Loaners:

- Loaner vehicles must be returned in the same condition as they were received.
- Service providers will check-out and check-in loaner vehicles similar to the rental car process. A vehicle check-out form will be provided by the service provider and should be signed by your driver and the mechanic.
- Fuel level (at $\frac{3}{4}$ tank), interior cleanliness and vehicle exteriors will be inspected by the service provider.
- Please remember to replace the amount of fuel used by your agency before returning the vehicle.
- If loaner vehicles are not returned in the same condition as they were received, service providers can ask drivers to replace the gasoline and/or clean the vehicle.

Defective Equipment Report:

Whether your van is in the garage for scheduled maintenance or because of a mechanical problem, you should fill out a Defective Equipment Report and either bring it with you and give it to the mechanic or email it the provider (always email a copy to the CAT program coordinator). Be specific in your description, even if you have already called and mentioned it previously.

Copies of the Defective Equipment Report form can be found on the last page.

Maintenance Facilities:

South King County maintenance garage:

Transdev
8002 S. 212th St. Bldg. #E105
Kent, WA 98032

Tony Schroeder
253-859-8888
425-766-4281 (cell)

East King County maintenance garage:

Transdev
2000 118th Ave SE
Bellevue, WA 98004

Leigh Burdick
425-637-9000
206-793-5113 (cell)

South Seattle maintenance garage:

Solid Ground Transportation
8100 8th Avenue South
Seattle, WA 98108

Jon Hauge
(206) 716-3840
(206) 396-4408 (cell)

North Seattle maintenance garage:

Transdev
16325 5th Ave NE
Shoreline, WA 98155

Leigh Burdick
425-637-9000
206-793-5113 (cell)

Section 4: Operating Your Van

Driving a van is very different than driving a car. The increased height, length, and weight of a van require you to be especially careful to ensure the safety and comfort of your riders. There are some simple but important habits to observe when the van is in operation.

Driving Habit 1. Turning Room

Give yourself plenty of room. The turning radius of the van is greater than that of a regular vehicle.

- Reduce speed
- Start your turn farther forward into the intersection
- Make a square or wider turn
- Look through the turn

Driving Habit 2. Height and Width Restriction

Always observe the height and width restrictions on the van.

- They're tall (clearance of 11 feet)
- They're longer than the average car (over 21 feet long)
- They're wide (at least 8 feet with the mirrors on each side)
- They can provide a visibility challenge for the driver

Driving Habit 3. Using a Passenger as a Spotter

Although the driver is responsible for safely navigating the vehicle at all times, using a passenger, when appropriate, who is in the vehicle as a spotter when backing up and merging to help you see what's coming may be helpful. You should avoid backing up at all times. If you must back up, remember to do the following:

- Use spotters if appropriate
- Use your mirrors
- Get out of the van and look at what's behind you
- Use hazard-warning flashers
- If there is no one to assist with backing up, limit backing distance to the length of the vehicle

Driving Habit 4. Merging

When merging into traffic, remember to do the following:

- Reduce or increase your speed to create space around you

- Signal your intentions
- Use the merge lane
- Use your mirrors
- Yield the right of way

Driving Habit 5. Mirrors and Scanning

Use your mirrors at all times and scan.

- Check or “scan” the mirrors continuously for traffic hazards, etc.
- Check each mirror every 5 seconds
- Scan the roadway in front and behind you
- Look at least 12 seconds ahead for hazards, traffic, pedestrians, or changing road conditions

Driving Habit 6. Parking and Securing Your Van

Secure your van before you leave it. Never leave it running in gear. Make sure that you take the following precautions:

- Park off street
- Choose a parking space with plenty of room
- On a hill, turn the wheels so the van will roll against the curb
- Secure the van by following these steps:
 - Set the parking brake first
 - Put the transmission in park
 - Turn the electrical accessories off
 - Close all windows
 - Turn the engine off and remove the keys
 - Lock all doors
- When starting up again, release the parking brake last before leaving a parking space

Driving Habit 7. Stopping and Following Distances

Allow longer stopping and following distances. Following distance between you and other vehicles increase in a van because of its weight. You need to be constantly aware to allow for these differences.

Pick a point on the side of the road next to the vehicle ahead of you. Count 1-2-3-4 from the time that vehicle passes the point until you do. Leave at least 3 counts between you and the vehicle in front. Regardless of the speed you are traveling, this allows significant stopping distance. Vehicle speed and weight are two factors that affect your ability to stop in time. Remember the following:

- The van weighs over 9,000 pounds and takes longer to stop than a car
- Allow 3 to 4 seconds following distance between your van and the vehicle in front

- Increase that distance when driving under the following conditions:
 - In adverse weather
 - On rough and curving roads
 - When the van tires are not new

Driving Habit 8. Use of Seat Belts

Drivers and riders must use seat belts at all times.

- Make sure all the seat belts are in good operating order
- Make sure they're available for use
- Ask all passengers to keep them fastened. Offer assistance as necessary

Driving Habit 9. Loading and Unloading Riders

Always use extreme caution when loading and unloading riders.

- Move out of traffic
- Turn on hazard flashers
- Park the van on a level surface and apply the emergency brake
- Turn off the engine
- Assist riders, if necessary
- Have riders walk behind the van
- Check that the passenger door is closed

Section 5: Handling Emergencies, Accidents, and Incidents

Although most of the emergencies and accidents that occur are minor, it's important that you know how to handle emergencies. Serious problems that you may encounter fall into the following two categories:

- Breakdowns
 - Broken chains
 - Flat tires
 - Electrical malfunction
 - Tire blowout
 - Frozen emergency brake
 - Loss of power assist (steering and brakes)
 - Locked keys in van
 - Engine will not start
 - Wheelchair lift will not stow

- Collision and Accidents
 - Minor fender benders with minor damage (less than \$1,000)
 - Major and multiple vehicle collisions and possible injuries

Breakdown Procedures

For minor breakdowns that can be repaired quickly and economically (under \$300), such as flat tires, agencies should use available services in their area and submit the expense for reimbursement. In case of a major breakdown of the vehicle that requires roadside assistance or stranded passenger transportation, the Agency should call their assigned Maintenance Service Provider. The Maintenance Service Providers normal hours of operation are from 5:00AM to Midnight seven days a week. If you are unable to reach your maintenance service provider, call the following Metro Accessible Services contacts. Let them know that you are a Community Access Transportation agency: Don Okazaki at 206-793-4636 (first alternate), John Rochford at 206-396-4039 (second alternate) Michael Glauner at 206-510-9222 (third alternate).

Agencies must contact Metro in advance if they plan on operating vans between the hours of midnight and 5:00AM. Roadside assistance during those hours may not be available. Vans operating outside of King County are not eligible for roadside assistance by King County Metro. All expenses for roadside assistance for vehicles that breakdown outside of King County must be covered by the agency.

Accident Procedures

In case of an accident where any person is taken by an ambulance for medical treatment or observation, the Agency must notify the County as soon as possible by email at don.okazaki@kingcounty.gov and phone at 206-263-1082. Information should include an explanation of the incident, location of the accident and an Agency contact phone number to call for

additional questions.

In case of any damage to the vehicle or injury to any person or where a person might be injured or property damaged, the Agency shall notify the County before the end of the business day on the day of the incident. The King County Metro Accident form shall be sent to the Community Access Transportation Program within 24-hours by email to partnerships@kingcounty.gov or FAX, 206-205-6490.

It is important that you follow your Agency's accident procedures. Some helpful information is presented below:

1. Protect the scene
 - Turn on hazard flashers
 - Move the van out of traffic if possible
 - Make sure riders are in a safe location. Do not allow them to exit the vehicle unless remaining on board is more hazardous, i.e., still in traffic, threat of fire
 - Set up the reflectorized triangle kit on the traffic-side corner of vehicle at least 100 feet back
2. Obtain medical assistance for injured persons by dialing 911 immediately.
3. Call your Agency's Program Coordinator. The Agency Program Coordinator will notify the CAT Program Manager within 24 hours.
4. Notify the police or Washington State Patrol. Make sure you obtain the officer's name, badge number, case number, and jurisdiction.
5. Exchange information with the other driver.

Section 6: Reporting and Communicating with the CAT Office

Each agency is responsible for maintaining a Daily Trip Log to document vehicle mileage, vehicle travel and riders. A Monthly report reflecting the total number of one-way trips provided to individuals and the Daily Trip Log are due to the County by the **10th day of the following month** (a copy of the report forms are attached on the next page). Agencies may mail, fax or e-mail their reports to:

Harold Davis – Program Manager
King County Metro CAT
MS KSC -TR-0800
201 S Jackson Street
Seattle, WA 98104-3854

Fax: (206) 205-6490
E-mail: partnerships@kingcounty.gov

**Monthly Progress Report
CAT Program**
Due by the 10th day of the following month

Agency: _____

Staff Reporting: _____ Phone: _____

FAX: _____ e-mail: _____

Monthly Report Period: _____ Van# _____

Section 1: Monthly Trips:

a) Total Trips Provided	b) # of trips for riders with ID number	c) # of trips for riders w/o ID Number (60+) or disabled	d) # of trips for riders w/o ID Number under 60

Note 1: A round-trip should be recorded as 2 passenger trips provided

Note 2: Box 1a = (1b + 1c + 1d)

Section 2: Monthly Miles:

a) # of miles traveled for transporting passengers*	
b) # of miles traveled for business use (IE: maintenance/repairs)	
c) Total Number of Miles Traveled (2a + 2b = 2c)	
d) End of the Month Odometer Reading	

Note: *For example, miles traveled from agency to customer's house and back to agency OR miles traveled from group home to grocery store and back to group home.

Section 3: Monthly Trips Involving Lift use:

a) Total Number of Lift Deployment	
------------------------------------	--

Note: a round-trip should be recorded as 2 lift deployments

Send report by the 10th day of the month via e-mail, fax or mail:

- partnerships@kingcounty.gov
- Fax: 206-205-6490

Instructions for Daily Trip Log

Daily Trip Log

1. The Daily Trip Log should be used by the van drivers to record information on trips for a specific day or shift. A new trip log should be used each day or shift.
2. Drivers must record the odometer reading at the beginning and end of the day (or shift). It is not necessary to record the odometer reading for every trip.

The Daily Trip Log should list:

- name of rider
 - the pickup location and time
 - drop off location and time
 - lift use (yes or no)
 - ID Number
3. The trip duration (in minutes) should be recorded in the Trip Time column.

An example is shown below:

Name	Pick Up	Drop Off	Pick Up Time	Drop Off Time	Trip Time		ID Number
Pat Smith	1200 1 st Ave. N.	Wallingford SS	4:00 pm	4:25 pm	25 min.	N	None
Jamie Jones	1400 3 rd Ave. N.	Wallingford SS	4:05 pm	4:25 pm	20 min.	Y	A0000007

**Daily Trip Log
CAT Program**

Agency _____ Month _____

Driver _____ Van # _____

Beginning Odometer _____ Ending Odometer _____ Total Miles _____

	Name	Pick Up Location	Drop Off Location	Pick Up Time	Drop Off Time	Trip Time	ID Number
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Section 7: Contacts

CAT Program Manager

Harold Davis
201 S Jackson St - MS KSC-TR-0800
Seattle, WA 98104-3854
(206) 477-2802 office; (206) 510-9222 cell
E-Mail: harold.davis@kingcounty.gov

Emergency Road Side Assistance (5:00 a.m. – Midnight)

For major breakdowns in King County that requires roadside assistance or stranded passenger transportation, call your Maintenance Service Provider. If they are not available, contact Don Okazaki at 206-263-1082 (primary alternate), John Rochford at 206-396-4039 (second alternate), or Michael Glauner at 206-510-9222 (third alternate). King County does not provide emergency roadside assistance outside of King County.

South King County:

Transdev

Tony Schroeder
8002 S. 212th St. Bldg. #E105
Kent, WA 98032
253-859-8888 425-766-4281 (cell)

East King County:

Transdev

Leigh Burdick
2000 118th Ave SE
Bellevue, WA 98004
425-637-9000 206-793-5113 (cell)

South Seattle:

Solid Ground Transportation

Jon Hauge
8100 8th Avenue South
Seattle, WA 98108
(206) 716-3840 (206) 396-4408 (cell)

North Seattle:

Transdev

Leigh Burdick
16325 5th Ave NE
Shoreline, WA 98155
425-637-9000 206-793-5113 (cell)

DEFECTIVE EQUIPMENT REPORT

Equipment No.	Make	Driver	Phone	Drivable <input type="checkbox"/> Yes <input type="checkbox"/> No	Date
License No.	Mileage	Department	Where Parked Now		Time

To be completed by operator

Priority 1 2 3 (circle one)

Describe problem(s)	(Please indicate any repeats)	<input type="checkbox"/> PM Due
Requested by:		

To be completed by Fleet Service Personnel

All Above Repairs Were Completed – State Any Exceptions and Reasons.			
Mechanic's Signature		Date	Time

Community Access Transportation Agreement

EXHIBIT E

INSURANCE REQUIREMENTS

Evidence and Cancellation of Insurance

- A. Prior to execution of the Agreement, the Agency shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Agency shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Agency's Work hereunder in accordance with Agreement provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Agreement shall not relieve the Agency from its insurance obligations hereunder.

Insurance Requirements

- D. The Agency shall obtain and maintain the minimum insurance set forth below.
By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Agency under this Agreement. The Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Agreement.
For all coverages:

Each insurance policy shall be written on an “occurrence” form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a “claims made” form.

If coverage is approved and purchased on a “Claims Made” basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

E. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the combination of symbols 2, 8 and 9.

3. Workers’ Compensation

Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or “Other States” State Law.

4. Employers Liability or “Stop Gap”:

The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

5. Crime Coverage; Employee Dishonesty

6. Property Coverage: Coverage for all Property to include Mobile Control Units if provided by the County. Coverage may be provided via a Property, Auto or Inland Marine Form.

F. Minimum Limits of Insurance

The Agency shall maintain limits no less than, for:

General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit.

Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.

Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate.

Workers' Compensation: Statutory requirements of the state of residency.

Employers Liability Stop Gap: \$1,000,000.

Employee Dishonesty Coverage: \$ 100,000.

Property and/or Inland Marine: Replacement Value of all property provided by the County to the Agency under this Agreement

G. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

H. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

The County, its officers, officials, employees and agents, and the City of Seattle, are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Agreement. Use the above exact language on the Endorsement Form. (CG 20 10 11/85 or its equivalent)

To the extent of the Agency's negligence, the Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Agency in any way.

The Agency's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

I. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

J. Subcontractors

The Agency shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor.

Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

K. Work Site Safety

The Agency shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Agency shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Agency shall be responsible for the Subcontractor's compliance with these provisions.

L. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Agreement.**

Community Access Transportation Agreement

EXHIBIT F

DRIVER ELIGIBILITY AND TRAINING REQUIREMENTS

- A. The Vehicle(s) shall be operated only by drivers who are at least 21 years old and who have a current and unrestricted Washington State driver's license and have driven for at least five (5) years. Restrictions for glasses or contact lenses are acceptable.
- B. All drivers must clear a criminal history check and Washington State Department of Licensing record check prior to independently operating the Vehicles. Drivers must not have been convicted of a felony offense involving theft, fraud, burglary, robbery, crimes against children or adults or any such similar offense, and must have no convictions for any other felony offense within the previous ten (10) years. In addition, drivers must have no convictions of a serious traffic violation, including but not limited to any of the following violations within the past five (5) years:
- Driving while under the influence of drugs or alcohol
 - Leaving the scene of an accident (hit and run)
 - Using a commercial vehicle in the commission of a crime
 - Reckless driving and or reckless endangerment
 - A suspended license for moving violations
 - Negligent driving
 - Vehicular homicide or vehicular assault
 - More than one "at fault" accident
 - Open container
- C. The Agency shall designate at least one (1) agency representative who will serve as the Agency Driver Training Coordinator. The Agency Driver Trainer Coordinator will participate, demonstrate and prove efficiency in a train-the-trainer course provided by the County and be responsible for:
- providing driver training instruction and materials to drivers;
 - distributing and scoring written tests as specified in the training course;
 - reviewing drivers and their ability to perform driving procedures specified in the training course;
 - documenting driver performance during and after training, which they will store at their office and make available to the County upon request;
 - coordinating and administering driver training refresher courses for drivers already trained;
 - completing train-the-trainer training within sixty (60) days of the start of this Agreement, or provide adequate proof and documentation to the County's satisfaction that the training has already been provided;
 - training and approving all current Agency drivers within sixty (60) days of the start of this

Agreement;

- training and approving all new Agency drivers added to this program after the start of this Agreement, before they are allowed to operate any County owned vehicles;
- providing refresher training instructions and test to trained drivers every thirty-six (36) months;
- other assigned tasks as designated at the train-the-trainer course.

D. The Agency shall train drivers in the following areas:

1. Safe operation of the vehicle and its equipment including wheelchair lift if appropriate and safety restraint system.
2. Passenger assistance and sensitivity.
3. Defensive driving skills.
4. CPR.

E. The Agency may use existing driver training resources such as the National Safety Council/Evergreen Safety Council's Defensive Driving Course or the training resources offered by the County to meet the four training requirements listed in Paragraph D.

F. Drivers may not operate a County-owned Vehicle unless they meet the following requirements:

- currently certified for CPR (certification card may not be expired);
- completed the County approved Driver Training course or Driver Training Refresher Course;
- met all driver requirements specified in this Agreement.

G. The Agency shall submit to the County information on all drivers and driver training upon request including, but not limited to:

- (1) Personal information such as name, date of birth, driver's license number and date of issue.
- (2) Criminal History and Department of Licensing Record Check results.
- (3) Training information such as the dates of all required and other training.
- (4) Other safety and driver-related information as requested by the County.

Community Access Transportation Agreement

EXHIBIT G

CAT PROGRAM MONTHLY REPORT

Invoice Date: _____

Agency: _____

Staff Reporting: _____ Phone: _____

FAX: _____ e-mail: _____

Monthly Report Period: _____ Van# _____

1. Monthly Trips Provided:

	Access Eligible Registered Riders	Non-Access Eligible Seniors (60+) and people with disabilities	Other Riders:	TOTAL
a) Total Number of Passenger Trips Provided				

Note: A round-trip should be recorded as 2 passenger trips provided

2. Total Monthly Miles:

a) # of miles traveled for transporting passengers*	
b) # of miles traveled for business use (gas, maintenance, etc.)	
c) Total Number of Miles Traveled (2a + 2b = 2c)	
d) End of the Month Odometer Reading	

Note: *For example, miles traveled from agency to customer's house and back to agency OR miles traveled from group home to grocery store and back to group home.

3. Total Trips Involving the Use of the Lift:

a) Total Number of Lift Deployments	
-------------------------------------	--

Note: a round-trip should be recorded as 2 lift deployments

Send report by the 10th day of the month via e-mail or FAX:

- partnerships@kingcounty.gov
- 206-205-6490

Community Access Transportation Agreement

EXHIBIT H

MONTHLY REIMBURSEMENT REQUEST

One of the most important tasks that are required of the Community Access Transportation program is keeping good records of budgets and funds. The program is funded through the County and/or other funding partners and we need to ensure that expenses that are made in the project have an appropriate audit trail.

A list of expenditures that are eligible for reimbursement and those that are not are attached. The County will provide reimbursement only for those costs that are termed "Reimbursable Expenses." (*See Attachment 1: Allowable Expenses*)

In order to claim reimbursement from the County, agencies need to complete the Monthly Reimbursement Request form.

Directions:

- A. Complete your Agency information.
- B. Identify the month for which the expenditures are being reported. This should be the month in which the expenditure was actually made.
- C. List the allowable expenditures and monthly amount. For example:
 - Gasoline \$300
 - Insurance \$100
- D. Total all monthly reimbursable expenses.
- E. Return to the County by the 10th day of the month by e-mail at partnerships@kingcounty.gov

Questions: Call (206) 205-6569 or (206) 205-6494.

**Community Access Transportation Program
Monthly Reimbursement Request**

Invoice Date:
 Agency Name:
 Mailing Address:
 City, State, Zip:
 Staff Contact:
 Phone:
 FAX:
 E-mail:
 Period (Covering Month of):

Agency Reimbursable Expenditures

<u>Reimbursable Operating Expenses</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
Sub Total:	<input type="text"/>
<u>Reimbursable Roadside Assistance/maintenance</u>	
_____	_____
_____	_____
_____	_____
_____	_____
Sub Total:	<input type="text"/>
Total Reimbursable Expenses:	<input type="text"/>
Note: attach a copy of the original itemized invoice	

Send report by the 10th day of the month via e-mail or FAX:
 • partnerships@kingcounty.gov

- 206-205-6490

ATTACHMENT 1

ALLOWABLE EXPENSES

The Community Access Transportation program is funded by King County's Community Access Transportation Program and/or other funding partners. The following list provides examples of allowable expenses agencies may submit for reimbursement during their agreement with the County under the program:

- Fuel
- Insurance
- Drug Testing
- Cell phones
- Cleaning fees
- Child/infant seats
- Printing costs for brochures and other informational pieces
- Salaries/benefits for time spent by employees related to transportation service
- Other miscellaneous expenses pre-approved by the County related to operating a transportation service

Allowable routine maintenance and Roadside emergency expenses:

- Fluids (engine oil, transmission fluid, and window washing fluid) all lights, signals and audible warning systems and wiper blades.
- Minor roadside assistance expenses under \$300, such as flat tire repairs and battery recharging.

The following is a non-exclusive list of examples of **non-allowable**, **non-reimbursable** expenses and costs under this program:

- Food costs for drivers
- Costs for social events
- Traffic fines or penalties incurred by the drivers
- Fund raising costs (if a private organization)

For questions about the report form and reimbursable expenses under the Community Access Transportation Program, please call (206) 205-6569 or e-mail to partnerships@kingcounty.gov.

Community Access Transportation Agreement

EXHIBIT I

DAILY TRIP LOG

Daily Trip Log

4. The Daily Trip Log should be used by the van drivers to record information on trips for a specific day or shift. A new trip log should be used each day or shift.
5. Drivers must record the odometer reading at the beginning and end of the day (or shift). It is not necessary to record the odometer reading for every trip.

The Daily Trip Log should list:

- name of rider
- the pick-up location and time
- drop-off location and time
- lift use (yes or no)
- ID Number

6. The trip duration (in minutes) should be recorded in the Trip Time column. An example is shown below:

Name	Pick Up	Drop Off	Pick Up Time	Drop Off Time	Trip Time	Lift?	ID Number
Pat Smith	1200 1 st Ave. N.	Wallingford SS	4:00 pm	4:25 pm	25 min.	N	None
Jamie Jones	1400 3 rd Ave. N.	Wallingford SS	4:05 pm	4:25 pm	20 min.	Y	A000007

Daily Trip Log

Agency _____

Date _____

Driver _____

Van # _____

Beginning Odometer _____

Ending Odometer _____

Total Miles _____

	Name	Pick Up Location	Drop Off Location	Pick Up Time	Drop Off Time	Trip Time	Lift?	ID Number
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								



TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk/Personnel Manager
MEETING DATE: January 9, 2017
SUBJECT: **Appointment of Mayor Pro-Tem**

ATTACHMENTS: N/A

Previous Council Review Date: **Workshop, January 3, 2017**

Summary: As Council Member Clint Steiger was the Mayor Pro-Tem for 2016 and the term of the mayor pro tem is one year, a new Mayor Pro-Tem needs to be selected.

At the workshop on January 3, 2107, Council Member Katie Garberding nominated Council Member Storaasli; Council Member Oliveira nominated Council Member Kave.

Recommendation/Action: Accept further nominations then make a motion to appoint a Mayor Pro Tem.

Motion for Consideration: I move to appoint Council Member XX as Mayor Pro-Tem for 2017.

Budget Impact:

Alternatives:



Agenda Bill No. 17-002

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk/Personnel Manager
MEETING DATE: January 9, 2017
SUBJECT: **Appointment of Council President**

ATTACHMENTS: N/A

Previous Council Review Date: **Workshop on January 3, 2017**

Summary: As Council Member Vic Kave was the Council President for 2016 and his term as president expired on December 31, 2016, a new Council President needs to be selected.

At the workshop on January 3, 2017, Council Member Oliveira nominated Council Member Kerry Garberding; Council Member Katie Garberding expressed her interest in the position.

Also of note: The next Council President will be providing an article/letter for the City of Pacific newsletter. The deadline to submit the article to the City Clerk will be February 3, 2017.

Recommendation/Action: Accept further nominations then make a motion to appoint a Council President at tonight's meeting.

Motion for Consideration: I move to appoint Council Member XX as Council President for 2017."

Budget Impact:

Alternatives:



Agenda Bill No. 17-003

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk/Personnel Manager
MEETING DATE: January 9, 2017
SUBJECT: Council Committee Appointments

ATTACHMENTS: N/A

Previous Council Review Date: Workshop on January 3, 2017

Summary: Annually, the Council discusses the structure and assignment of the Council Committees and external Council Committees and Special Positions.

At the workshop on January 3, 2017, Council Members expressed their preferences for the committees they would like to serve on, taking into account the desires of those council members not in attendance at the workshop. Those preferences are shown in the matrix below.

COMMITTEE	Katie Garberding	Kerry Garberding	Kave	Oliveira	Storaasli	Steiger	Newlun	Mayor Guier
Finance Committee			X		X		X	
Governance Committee	X			X	X			
Public Works Committee		X	X			X	X	
Public Safety Committee	X		X	X		X		
Human Services Committee	X			X			X	
Technology Committee		X					X	
EXTERNAL COMMITTEES								
Valley Regional Fire Authority*		X			X			
Council Parliamentarian								
Hotel/Motel Advisory								
Solid Waste								
COUNCIL LIAISONS								

Planning Commission					X			
Park Board		X						
Cities and Schools Forum								
Suburban Cities Association (SCA)								
South County Area Transportation Board (SCATBD) **								
Pierce County Regional Council (PCRC)						X		

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

**Public Works Manager Jim Morgan serves as the representative for the board

2016 Committees
Finance Committee, Meets: 2 nd Wednesday, Katie Garberding, Newlun, Oliveira
Governance Committee, Meets 1 st Tuesday, Kerry Garberding, Kave, Storaasli
Human Services Committee, Meets 4 th Tuesday, Katie Garberding, Oliveira, Steiger
Public Safety Committee, Meets 3 rd Wednesday; Katie Garberding, Kave, Steiger
Public Works Committee, Meets 1 st Wednesday, Kerry Garberding, Kave, Steiger
Technology Committee, Meets: 3 rd Thursday, Kerry Garberding, Newlun, Oliveira

Recommendation/Action: Appoint Council Members to the Council Committees.

Motion for Consideration:

Budget Impact: N/A

Alternatives:

CITY OF PACIFIC

AGENDA BILLS

AGENDA ITEM NO. Consent Agenda 10A MEETING DATE: January 9, 2017
SUBJECT: Claim Voucher & Payroll Approval PREPARED BY: Richard Gould, Finance Director

SUMMARY:

Approval of Payroll for the period of December 1, 2016 through December 15, 2016; Approval of the Payroll for the period December 16, 2016 through December 31, 2016. Claims Voucher for December 20, 2016 through January 9, 2016.

PAYROLL AUTO DEPOSIT		\$	158,931.15
PAYROLL CHECKS:	5035-5044	\$	3,414.99
EFT'S		\$	63,966.87
CLAIMS CHECKS:	47803-47807	\$	19,829.09
CLAIMS CHECKS VOIDED:	47802		

TOTAL EXPENDITURES: \$ 246,142.10

RECOMMENDATION: Approval of payment for Payroll and Claims

MOTION: Move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

ATTACHMENTS: Check Registers and Payroll Expense itemization

CHECK REGISTER

City Of Pacific
MCAG #: 0423

12/20/2016 To: 12/31/2016

Time: 08:54:24 Date: 01/06/2017
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8028	12/20/2016	Payroll	1	EFT		388.59	12/01/16 - 12/15/16 Payroll
8029	12/20/2016	Payroll	1	EFT		2,621.56	12/01/16 - 12/15/16 Payroll
8030	12/20/2016	Payroll	1	EFT		1,338.11	12/01/16 - 12/15/16 Payroll
8031	12/20/2016	Payroll	1	EFT		1,882.23	12/01/16 - 12/15/16 Payroll
8032	12/20/2016	Payroll	1	EFT		4,381.43	12/01/16 - 12/15/16 Payroll
8033	12/20/2016	Payroll	1	EFT		2,570.10	12/01/16 - 12/15/16 Payroll
8034	12/20/2016	Payroll	1	EFT		1,340.15	12/01/16 - 12/15/16 Payroll
8035	12/20/2016	Payroll	1	EFT		2,308.92	12/01/16 - 12/15/16 Payroll
8036	12/20/2016	Payroll	1	EFT		443.29	12/01/16 - 12/15/16 Payroll
8038	12/20/2016	Payroll	1	EFT		1,390.13	12/01/16 - 12/15/16 Payroll
8039	12/20/2016	Payroll	1	EFT		1,350.95	12/01/16 - 12/15/16 Payroll
8040	12/20/2016	Payroll	1	EFT		2,229.88	12/01/16 - 12/15/16 Payroll
8041	12/20/2016	Payroll	1	EFT		92.05	12/01/16 - 12/15/16 Payroll
8043	12/20/2016	Payroll	1	EFT		3,355.99	12/01/16 - 12/15/16 Payroll
8044	12/20/2016	Payroll	1	EFT		317.91	12/01/16 - 12/15/16 Payroll
8045	12/20/2016	Payroll	1	EFT		870.51	12/01/16 - 12/15/16 Payroll
8046	12/20/2016	Payroll	1	EFT		2,663.29	12/01/16 - 12/15/16 Payroll
8047	12/20/2016	Payroll	1	EFT		2,652.97	12/01/16 - 12/15/16 Payroll
8049	12/20/2016	Payroll	1	EFT		2,266.68	12/01/16 - 12/15/16 Payroll
8050	12/20/2016	Payroll	1	EFT		1,578.65	12/01/16 - 12/15/16 Payroll
8051	12/20/2016	Payroll	1	EFT		1,351.68	12/01/16 - 12/15/16 Payroll
8052	12/20/2016	Payroll	1	EFT		1,039.43	12/01/16 - 12/15/16 Payroll
8053	12/20/2016	Payroll	1	EFT		1,674.30	12/01/16 - 12/15/16 Payroll
8054	12/20/2016	Payroll	1	EFT		2,371.05	12/01/16 - 12/15/16 Payroll
8055	12/20/2016	Payroll	1	EFT		91.45	12/01/16 - 12/15/16 Payroll
8056	12/20/2016	Payroll	1	EFT		2,308.56	12/01/16 - 12/15/16 Payroll
8057	12/20/2016	Payroll	1	EFT		82.05	12/01/16 - 12/15/16 Payroll
8058	12/20/2016	Payroll	1	EFT		1,599.48	12/01/16 - 12/15/16 Payroll
8059	12/20/2016	Payroll	1	EFT		1,711.80	12/01/16 - 12/15/16 Payroll
8060	12/20/2016	Payroll	1	EFT		1,232.05	12/01/16 - 12/15/16 Payroll
8061	12/20/2016	Payroll	1	EFT		2,027.37	12/01/16 - 12/15/16 Payroll
8062	12/20/2016	Payroll	1	EFT		1,793.05	12/01/16 - 12/15/16 Payroll
8063	12/20/2016	Payroll	1	EFT		1,740.46	12/01/16 - 12/15/16 Payroll
8064	12/20/2016	Payroll	1	EFT		1,965.57	12/01/16 - 12/15/16 Payroll
8065	12/20/2016	Payroll	1	EFT		1,144.12	12/01/16 - 12/15/16 Payroll
8066	12/20/2016	Payroll	1	EFT		2,266.82	12/01/16 - 12/15/16 Payroll
8067	12/20/2016	Payroll	1	EFT		1,669.61	12/01/16 - 12/15/16 Payroll
8069	12/20/2016	Payroll	1	EFT		2,540.02	12/01/16 - 12/15/16 Payroll
8070	12/20/2016	Payroll	1	EFT		1,942.36	12/01/16 - 12/15/16 Payroll
8072	12/20/2016	Payroll	1	EFT		1,184.85	12/01/16 - 12/15/16 Payroll
8073	12/20/2016	Payroll	1	EFT		1,802.45	12/01/16 - 12/15/16 Payroll
8074	12/20/2016	Payroll	1	EFT		1,387.46	12/01/16 - 12/15/16 Payroll
8075	12/20/2016	Payroll	1	EFT		1,460.26	12/01/16 - 12/15/16 Payroll
8076	12/20/2016	Payroll	1	EFT		1,613.99	12/01/16 - 12/15/16 Payroll
8077	12/20/2016	Payroll	1	EFT	INTERNAL REVENUE SERVICE	27,697.73	941 Deposit For 12/20/2016 - 12/20/2016
8078	12/20/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	675.00	12/20/2016 To 12/20/2016 - DCP - DRS
8107	12/20/2016	Claims	1	EFT	NEOPOST NORTHWEST	1,000.00	
8336	12/28/2016	Claims	1	EFT	WA ST DEPT OF LICENSING	144.00	CPL's Processed In September 2016
8487	12/21/2016	Claims	1	EFT	COLUMBIA BANK	152.40	Additional Cashier's Check For The Tax On The Purchase Of Morgan Property. December 2016
8037	12/20/2016	Payroll	1	5035		1,397.21	12/01/16 - 12/15/16 Payroll

CHECK REGISTER

City Of Pacific
MCAG #: 0423

12/20/2016 To: 12/31/2016

Time: 08:54:24 Date: 01/06/2017

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8042	12/20/2016	Payroll	1	5036		87.05	12/01/16 - 12/15/16 Payroll
8048	12/20/2016	Payroll	1	5037		92.05	12/01/16 - 12/15/16 Payroll
8068	12/20/2016	Payroll	1	5038		92.05	12/01/16 - 12/15/16 Payroll
8071	12/20/2016	Payroll	1	5039		87.05	12/01/16 - 12/15/16 Payroll
8196	12/20/2016	Claims	1	47802	CHICAGO TITLE CO. OF WA		SELLER: MORGAN BUYER: CITY OF PACIFIC - Voided
8197	12/20/2016	Claims	1	47803	COLUMBIA BANK	11,811.14	CASHIERS CHECK FOR MORGAN PROPERTY PURCHASES
						84,337.56	
001 General Fund						4,203.49	
101 Street						11,963.54	
305 Parks Capital Improvement						13,074.03	
401 Water						9,373.94	
402 Sewer						8,523.27	
409 Storm						-14,196.52	
800 Payroll EE Benefit Clearing						<u>117,279.31</u>	
						Claims:	13,107.54
						Payroll:	104,171.77

Voucher Approval

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

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____

CHECK REGISTER

City Of Pacific
MCAG #: 0423

12/20/2016 To: 01/09/2017

Time: 09:01:59 Date: 01/06/2017
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
59	01/05/2017	Payroll	1	EFT		169.59	12/16/16 - 12/31/16 Payroll
60	01/05/2017	Payroll	1	EFT		3,158.57	12/16/16 - 12/31/16 Payroll
61	01/05/2017	Payroll	1	EFT		2,046.13	12/16/16 - 12/31/16 Payroll
62	01/05/2017	Payroll	1	EFT		2,411.05	12/16/16 - 12/31/16 Payroll
63	01/05/2017	Payroll	1	EFT		4,208.99	12/16/16 - 12/31/16 Payroll
64	01/05/2017	Payroll	1	EFT		2,927.89	12/16/16 - 12/31/16 Payroll
65	01/05/2017	Payroll	1	EFT		1,361.10	12/16/16 - 12/31/16 Payroll
66	01/05/2017	Payroll	1	EFT		2,418.87	12/16/16 - 12/31/16 Payroll
68	01/05/2017	Payroll	1	EFT		1,627.17	12/16/16 - 12/31/16 Payroll
69	01/05/2017	Payroll	1	EFT		1,379.95	12/16/16 - 12/31/16 Payroll
70	01/05/2017	Payroll	1	EFT		3,196.22	12/16/16 - 12/31/16 Payroll
71	01/05/2017	Payroll	1	EFT		92.03	12/16/16 - 12/31/16 Payroll
73	01/05/2017	Payroll	1	EFT		3,506.84	12/16/16 - 12/31/16 Payroll
74	01/05/2017	Payroll	1	EFT		318.09	12/16/16 - 12/31/16 Payroll
75	01/05/2017	Payroll	1	EFT		965.74	12/16/16 - 12/31/16 Payroll
76	01/05/2017	Payroll	1	EFT		2,665.59	12/16/16 - 12/31/16 Payroll
77	01/05/2017	Payroll	1	EFT		3,851.94	12/16/16 - 12/31/16 Payroll
79	01/05/2017	Payroll	1	EFT		2,863.95	12/16/16 - 12/31/16 Payroll
80	01/05/2017	Payroll	1	EFT		2,621.33	12/16/16 - 12/31/16 Payroll
81	01/05/2017	Payroll	1	EFT		1,331.07	12/16/16 - 12/31/16 Payroll
82	01/05/2017	Payroll	1	EFT		1,361.41	12/16/16 - 12/31/16 Payroll
83	01/05/2017	Payroll	1	EFT		1,885.09	12/16/16 - 12/31/16 Payroll
84	01/05/2017	Payroll	1	EFT		2,499.53	12/16/16 - 12/31/16 Payroll
85	01/05/2017	Payroll	1	EFT		91.63	12/16/16 - 12/31/16 Payroll
86	01/05/2017	Payroll	1	EFT		2,832.27	12/16/16 - 12/31/16 Payroll
87	01/05/2017	Payroll	1	EFT		82.03	12/16/16 - 12/31/16 Payroll
88	01/05/2017	Payroll	1	EFT		2,342.45	12/16/16 - 12/31/16 Payroll
89	01/05/2017	Payroll	1	EFT		1,720.41	12/16/16 - 12/31/16 Payroll
90	01/05/2017	Payroll	1	EFT		1,407.19	12/16/16 - 12/31/16 Payroll
91	01/05/2017	Payroll	1	EFT		2,010.01	12/16/16 - 12/31/16 Payroll
92	01/05/2017	Payroll	1	EFT		2,050.75	12/16/16 - 12/31/16 Payroll
93	01/05/2017	Payroll	1	EFT		1,772.20	12/16/16 - 12/31/16 Payroll
94	01/05/2017	Payroll	1	EFT		2,004.04	12/16/16 - 12/31/16 Payroll
95	01/05/2017	Payroll	1	EFT		1,092.16	12/16/16 - 12/31/16 Payroll
96	01/05/2017	Payroll	1	EFT		2,670.89	12/16/16 - 12/31/16 Payroll
97	01/05/2017	Payroll	1	EFT		1,674.87	12/16/16 - 12/31/16 Payroll
99	01/05/2017	Payroll	1	EFT		2,936.21	12/16/16 - 12/31/16 Payroll
100	01/05/2017	Payroll	1	EFT		1,937.85	12/16/16 - 12/31/16 Payroll
102	01/05/2017	Payroll	1	EFT		1,326.47	12/16/16 - 12/31/16 Payroll
103	01/05/2017	Payroll	1	EFT		1,841.01	12/16/16 - 12/31/16 Payroll
104	01/05/2017	Payroll	1	EFT		1,422.76	12/16/16 - 12/31/16 Payroll
105	01/05/2017	Payroll	1	EFT		1,494.88	12/16/16 - 12/31/16 Payroll
106	01/05/2017	Payroll	1	EFT		2,406.00	12/16/16 - 12/31/16 Payroll
108	01/06/2017	Payroll	1	EFT		903.30	A. MARRS BACK-PAY
147	01/05/2017	Payroll	1	EFT	INTERNAL REVENUE SERVICE	34,297.74	941 Deposit For 01/05/2017 - 01/06/2017
67	01/05/2017	Payroll	1	5040		1,347.48	12/16/16 - 12/31/16 Payroll
72	01/05/2017	Payroll	1	5041		87.03	12/16/16 - 12/31/16 Payroll
78	01/05/2017	Payroll	1	5042		46.01	12/16/16 - 12/31/16 Payroll
98	01/05/2017	Payroll	1	5043		92.03	12/16/16 - 12/31/16 Payroll
101	01/05/2017	Payroll	1	5044		87.03	12/16/16 - 12/31/16 Payroll
166	01/05/2017	Payroll	1	47804	AMERICAN LEGAL SERVICES	43.44	12/20/2016 To 01/06/2017 - Legal Fee
167	01/05/2017	Payroll	1	47805	D.R.I.V.E.	20.00	12/20/2016 To 01/06/2017 - DRIVE

CHECK REGISTER

City Of Pacific
MCAG #: 0423

12/20/2016 To: 01/09/2017

Time: 09:01:59 Date: 01/06/2017
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
168	01/05/2017	Payroll	1	47806	TEAMSTERS LOCAL 117	2,110.75	12/20/2016 To 01/06/2017 - Union Dues; 12/20/2016 To 01/06/2017 - Initiation Fees
169	01/05/2017	Payroll	1	47807	WESTERN CONFERENCE OF TEAMSTERS PENSION	5,843.76	12/20/2016 To 01/06/2017 - Union Pension
						95,458.78	
						7.18	
						8,687.17	
						14,821.07	
						8,436.41	
						9,835.69	
						-8,383.51	
						128,862.79	Payroll: 128,862.79

Voucher Approval

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

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



City Council Minutes

Regular Meeting
December 12, 2016
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Council Members Katie Garberding, Kerry Garberding, Newlun, Oliveira, Storaasli, Council President Kave, Mayor Pro Tem Steiger, and Mayor Guier

STAFF PRESENT

City Administrator Richard Gould, Public Works Manager Jim Morgan, Community Development Manager Jack Dodge, and City Clerk Amy Stevenson-Ness.

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by council.

PUBLIC HEARING: Regarding the condemnation of three parcels of property located at 224 County Line Road SW, 638 Yakima Ave. S. and 646 Yakima Ave. S. in Pacific, for the purpose of expansion of the public works facilities.

Mr. Morgan stated a public hearing regarding the condemnation of property must be held.

Mayor Guier opened the public hearing at 6:35 p.m.

Speaking before Council:

NONE

Mayor Guier closed the public hearing at 6:36 p.m.

AUDIENCE COMMENT

Speaking before Council:

NONE

REPORTS

A. Mayor

Mayor Guier reported:

- There will be a Workshop on December 19 and Special Meeting on December 19 to pay bills.
- Staff Christmas Party will be on December 16, Noon to 1:00; notification that we are closing windows will be posted.

B. Finance/City Administrator

- Has been on virtual server since December 6; hope to have everyone on by end of the year
- Attended WCMA to discuss federal administration change; affordable rent and tenant protections
- Bond Anticipation Note – There will be presentations from the bond attorney and banker to discuss terms of the note toward paying off Valentine project.

C. Public Works Department

Public Works Manager Jim Morgan reported:

- Traffic lights are operating at Ellingson and SB 167 and 8th and 167 by end of week
- Pump work at government canal complete
- Issues with sweeper have been fixed
- Had service leaks over last couple of weeks
- Shelves have been built for records storage

D. Community Development Department

Community Development Manager Jack Dodge reported:

- Reviewing development process regulations
- Still in discussions with Sumner regarding the interlocal agreement for the Manufacturing Industrial Center.
- The owners of the Tacoma Blvd property are getting clear title so the sale can be completed
- One comp plan change request received

F. Public Safety Department

Council Member Katie Garberding

- Calkins, Carter, Bos, Hong, corrections officer attended service for Tacoma Officer Jack Guitierrez.

G. City Council Members

None

H. Boards and Committees

i. Finance Committee

Council Member Justin Newlun reported the meeting on December 14, 2016, was cancelled.

ii. Governance Committee

Council Member Storaasli reported the meeting for December and January were cancelled.

iii. Human Services Committee

Council Member Oliveira said there will be no meeting in December and that family bingo is on the 3rd Tuesday of December

On December 30, there will be a community movie night, Finding Dory, at 6:00
February is Secret Life of Pets.

iv. Public Safety Committee

Council Member Steiger stated the meeting scheduled for December 21, 2016 is cancelled.

Council Member Katie Garberding read a letter into the record from Lloyd Rector complimenting the police force and the difficult work they do.

v. Public Works Committee

Council Member Steiger reported the meeting was held on December 7, 2016.

vi. Technology Committee

Council Member Kerry Garberding stated the Technology Committee on December 15, 2016, has been cancelled.

vii. Lodging Tax Advisory Committee

No meeting scheduled at this time.

viii. Park Board

The meeting for December has been cancelled.

ix. Planning Commission

Mr. Dodge reported that the meeting will be held on December 27 at 6:00pm, for a public hearing.

x. Pierce County Regional Council (PCRC)

Council Member Storaasli reported the next meeting is on December 15.

xi. Sound Cities Association (SCA)

Mayor Guier reported:

- She represented the City Council at the SCA delegation meeting on November 30. The SCA Budget was approved and heard from the UW president.
- PIC meeting cancelled

xii. South County Area Transportation Board (SCATBd)

Mr. Morgan reported the meeting will be on December 20. Chuck Hendricksen will attend in his place.

xiii. Valley Regional Fire Authority (VRFA)

Council Member Steiger reported the meeting will be held on December 6.

OLD BUSINESS

A. Ordinance No. 2016-1943: Ordinance Regarding the condemnation of three parcels of property located at 224 County Line Road SW, 638 Yakima Ave. S. and 646 Yakima Ave. S. in Pacific, for the purpose of expansion of the public works facilities.

Mr. Morgan stated a condemnation ordinance was adopted previously but the city did not hold a public hearing on the proposed condemnation so a hearing needed to be held and new ordinance adopted.

COUNCIL MEMBER KATIE GARBERDING MOVED to adopt Ordinance No. 2016-1943 condemning three parcels of property located at 224 County Line Road SW, 638 Yakima Ave. S. and 646 Yakima Ave. S. in Pacific, for the purpose of expansion of the public works facilities.. Seconded by Council Member Storaasli.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli

Nays: None

B. Resolution No. 2016-390: Authorizing the Public Works Manager to bind the city solely for the purpose of signing federal grant-funded transportation project reimbursement requests.

Mr. Morgan stated this would be solely for federal grant-funded transportation project reimbursement requests.

COUNCIL MEMBER OLIVEIRA MOVED to approve Resolution No. 2016-390 Authorizing the Public Works Manager to bind the city solely for the purpose of signing federal grant-funded transportation project reimbursement requests. Seconded by Council Member Katie Garberding.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli

Nays: None

B. Resolution No. 2016-391: Amendment to CFT Grant Interlocal Agreement

Mr. Dodge stated the interlocal agreement needed to be amended for the Morgan property purchase.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2016-391: Amendmending the CFT Grant Interlocal Agreement. Seconded by Council Member Kerry Garberding.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli
Nays: None

D. Ordinance No. 2016-1944: Accepting the donation of land from Mrs. Lane Morgan with a value of \$7,000.

Mr. Dodge advised Mrs. Morgan is donating land valued at \$7,000 and it must be accepted by ordinance.

COUNCIL MEMBER OLIVEIRA MOVED to adopt Ordinance No. 2016-1944: Accepting the donation of land from Mrs. Lane Morgan with a value of \$7,000. Seconded by Council Member Newlun.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli
Nays: None

E. Ordinance No. 2016-1945: Accepting the donation of land from Mrs. Lane Morgan with a value of \$1,000.

Mr. Dodge stated Mrs. Morgan is donating land valued at \$1,000 and it must be accepted by ordinance

COUNCIL MEMBER KATIE GARBERDING MOVED to adopt **Ordinance No. 2016-1945:** Accepting the donation of land from Mrs. Lane Morgan with a value of \$1,000. Seconded by Council Member Storaasli.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli
Nays: None

() **F. Ordinance No. 2016-1946:** Adopting the 2017 Budget – Second Reading.

COUNCIL MEMBER OLIVEIRA MOVED to adopt Ordinance No. 2016-1946 adopting the 2017 Budget. Seconded by Council Member Newlun.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli
Nays: None

() **G. Ordinance No. 2016-1947:** Amending the 2016 Budget, Second Reading.

COUNCIL MEMBER NEWLUN MOVED to adopt Ordinance No. 2016-1947 amending the 2016 Budget. Seconded by Council Member Katie Garberding.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli
Nays: None
Absent:

H. Motion to cancel City Council meeting on December 27, 2016.

COUNCIL MEMBER STORAASLI MOVED to cancel the meeting on December 27, 2016. Seconded by Council Member Katie Garberding

Voice vote was taken and carried 7-0.

NEW BUSINESS

A. Resolution No. 2016-392: Authorizing the execution of a Purchase and Sale Agreement for the purchase of the Lane Morgan property Tract A, located at the SW corner of South 376th Street and South 375 Place between 4505 and 4603 South 376th Street in the County of King, tract a of King County Exempt Segregation EMSC15-0024.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2016-392 Authorizing the execution of a Purchase and Sale Agreement for the purchase of the Lane Morgan property Tract A, located at the SW corner of South 376th Street and South 375 Place between 4505 and 4603 South 376th Street in the County of King, tract a of King County Exempt Segregation EMSC15-0024. Seconded by Council Member Storaasli.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli
Nays: None

B. Resolution No. 2016-393: Authorizing the execution of a Purchase and Sale Agreement of the Lane Morgan Property, Trout Lake 10-foot wide parcel located between 4418 and 4520 South 376th Street.

COUNCIL MEMBER KAVE MOVED to approve Resolution No. 2016-393: Authorizing the execution of a Purchase and Sale Agreement of the Lane Morgan Property, Trout Lake 10-foot wide parcel located between 4418 and 4520 South 376th Street. Council Member Kerry Garberding.

Roll Call vote was taken resulting as follows

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli
Nays: None

CONSENT AGENDA

- A. Payroll and Voucher Approval
- B. Minutes of the meetings of November 14 and November 28, 2016, and workshop of November 21, 2016.

COUNCIL MEMBER OLIVEIRA MOVED to approve the Consent Agenda.
Seconded by Council Member Katie Garberding.

Voice vote was taken and carried 7-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 7:24 p.m.

Amy Stevenson-Ness, CMC, City Clerk



City Council Minutes

Workshop
Monday, December 19, 2016
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Council Members Katie Garberding, Kerry Garberding, Kave, Oliveira, Storaasli, Mayor Pro Tem Steiger, and Mayor Guier

Absent Council President Kave

STAFF PRESENT

Public Safety Director John Calkins, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

AGENDA ITEMS

- A. AB 16-132:** Reappointing members to the Park Board of Commissioners and Civil Service Commission.

Mayor Guier stated there are two positions up for reappointment; one on the Park Board of Commissioners and one on the Civil Service Commission.

Jim Meier stated he is pleased to serve on the Park Board and to be reappointed to the position.

Scott McIver said he has been on the Civil Service Commission and is pleased to continue serving.

Direction by consensus of Council: forward to the Special Meeting for appointment.

ADJOURN

Council President Kave adjourned the workshop at 6:34 p.m.

Amy Stevenson-Ness, CMC
City Clerk



City Council Minutes

**Special Meeting,
December 19, 2016
6:35 p.m.**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Council Members Katie Garberding, Kerry Garberding, Newlun, Oliveira, Storaasli, Mayor Pro Tem Steiger, and Mayor Guier

Absent: Council President Kave,

STAFF PRESENT

City Administrator Richard Gould, Public Safety Director John Calkins, Court Administrator Kelly Rydberg, and City Clerk Amy Stevenson-Ness.

ADDITIONS TO/APPROVAL OF AGENDA

Associate Planner Paula Wiech advised the term for the park board is a three-year term and expires in 2019.

The agenda was approved unanimously by council.

POLICE DEPARTMENT COMMENDATIONS

Public Safety Director John Calkins stated Sgt. Hong wrote letters of commendation for Officers Gale and Wisniewski for their actions during a volatile and difficult domestic violence situation.

Sgt. Hong provided a brief synopsis of the situation and stated that Officers Gale and Wisniewski handled the situation appropriately and prevented this from becoming a more dangerous situation.

Mr. Calkins presented the officers with certificates of commendation for their actions.

Mayor Guier thanked the officers for their service and for their thoughtful actions.

OLD BUSINESS

- A. Reappointing members to the Park Board of Commissioners and Civil Service Commission.

COUNCIL MEMBER STEIGER MOVED to reappoint Jim Meier to the Park Board of Commissioners for a three-year term expiring December 31, 2019; and Scott McIver to the Civil Service Commission, for a six-year term expiring December 31, 2022.

Voice vote was taken and carried 6-0.

CONSENT AGENDA

- A. Payroll and Voucher Approval
- B. Minutes of the workshop of December 5, 2016.

COUNCIL MEMBER NEWLUN MOVED to approve the Consent Agenda.
Seconded by Council Member Oliveira.

Voice vote was taken and carried 6-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 6:49 p.m.

Amy Stevenson-Ness, CMC, City Clerk