



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

March 23, 2015
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.** Court
- (3) D.** Community/Senior/Youth/Services (Reports attached)
- E.** Public Works Department
- F.** Community Development Department
- G.** Public Safety Department
- H.** City Council Members
- I.** Boards and Committees
 - i. Finance Committee
 - ii. Governance Committee
 - iii. Human Services Committee
 - iv. Public Safety Committee
 - v. Public Works Committee
 - vi. Technology Committee
 - vii. Park Board
 - viii. Planning Commission
 - ix. Pierce County Regional Council (PCRC)
 - x. Sound Cities Association (SCA)
 - xi. South County Area Transportation Board (SCATBd)
 - xii. Valley Regional Fire Association (VRFA)

6. OLD BUSINESS

- (7) A. Resolution No. 2015-239:** Authorizing the execution of a Supplemental Agreement with AHBL, in the amount of \$79,782.43 and to be paid from the City's Street Construction funds, for the West Valley Project.
- (47) B. Resolution No. 2015-240:** Authorizing the Mayor to purchase two new pickup trucks and utility service bodies off of the Washington State contract in an amount not-to-exceed \$40,000 per vehicle and to delegate the purchasing authority to the Public Works Manager to facilitate the transaction.
- (57) C. Ordinance No. 2015-1895:** Amending Chapter 16.12 regarding legal non-conforming uses to update the code to provide clarity and meet current legal requirements.
- (67) D. Resolution No. 2015-241:** Park Board support of Earth Day

- (70) E. **Resolution No. 2015-242:** Authorizing the execution of an amendment to the agreement with SCORE for inmate housing
- (94) F. **Resolution No. 2015-243:** Authorizing the surplus of the equipment listed in Exhibit A and remove it from the Finance, Court and Community Services Departments, as the equipment has outlived it's useful life and been replaced.
- (98) G. **Ordinance No. 2015-1896:** Amending Chapter 2.38.020 of the PMC relating to residency requirements for Park Board Commissioners.
- (104) H. **Ordinance No. 2015-1897:** Amending Chapter 2.36.030 of the PMC relating to residency requirements for the Planning Commissioners.
- (107) I. **AB-15-045:** Appointment to Civil Service Commission.
- (109) J. **AB-15-046:** Approval of an expenditure for Council Photos
- (110) K. **AB15-047:** Appointment to Park Board of Commissioners

7. **NEW BUSINESS**

8. **CONSENT AGENDA**

- (111) A. Payroll and Voucher Approval

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

10. **ADJOURN**

Finance Committee Garberding, Kave, Walker Meets: 3 rd Tuesdays	April 21, 2015 6:30 p.m.	City Hall
Governance Committee Kave, Oliveira, Putnam	April 7, 2015 6:30 p.m.	City Hall
Human Services Committee Garberding, Oliveira, Steiger Meets 4 th Tuesday	March 24, 2015 6:30 p.m.	Senior Center
Park Board Meets 3 rd Tuesday	April 21, 2015 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	March 24, 2015 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger Meets 2 nd Wednesday	March 26, 2015 6:30 p.m.	City Hall
Public Works Committee Jones, Putnam, Steiger Meets 1 st Wednesday	April 1, 2015 7:00 p.m.	City Hall
Technology Committee Jones, Oliveira, Walker Meets: 3 rd Thursday	April 16, 2014 5:00 p.m.	City Hall

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

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned. Meeting materials are available on the City's website at: www.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.



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

February # 2015 Month End Council Report

		<u>Y.T.D.</u>
Unduplicate Count	51	164
<u>Education & Learning</u>		
Tiny Tot Program	68	138
Computer Lab	11	13
Arts & Crafts	58	86
Board Games & Cards	19	67
Story Time / KCLS	8	23
Lego Building	29	35
<u>Exercise</u>		
Bounce House & Exercise	45	107
Open Gym	268	514
Zumba	12	28
Wiggles & Giggles	28	48
<u>Social Events</u>		
Movie Day	21	21
Wii Video Games	0	0
Bingo	0	0
Parent Participation	82	165
Bus Passes	16	18
<u>Nutrition</u>		
Summer Lunch Program	0	0
Nutrition Snack Program	192	388
Pop Corn Fridays	50	99
Taco Tuesdays	41	95
Bread	33	59
<u>Special Events</u>		
	1	3
Valentine Exchange & Party	19	45
<u>Rental Revenue</u>		
	\$600.00	\$975.00
<u>Donations</u>		
	\$475.00	\$475.00
<u>Fundraising</u>		
Taco Tuesday	\$8.50	\$28.25

Zumba	\$11.00	\$27.00
Volunteers	27	52 Hrs.
Volunteer Hrs.	60.5	125.5 Hrs

Grant Information Youth Services # 2013

<u>Age</u>	0-5	6--12	13-18	19-65	66+
	195%	182%	107%	12%	0%

Ethnicity

African American	41%
Latino	47%
Caucasian	376%
Asian	21%
South East Islander	8%
Native American	4%
Other	0%

Gender

Male	308	62%
Female	189	38%

Youth & Family Services

March 2015



Mon	Tue	Wed	Thu	Fri
2 10:00 AM– 11:00 PM Free Play Open Gym 1:00 PM - 3:00 PM Adult Open Gym \$ 1.00 3:00 PM - 5:00 PM Youth Open Gym	3 10:00 AM - 11:00 AM Tiny Tot Program 11:30 AM - 1:00 PM Taco Tuesday \$ 1.50 3:00 PM - 5:00 PM Youth Open Gym Free Bread	4 10:00 AM - 11:00 AM Bounce House & Exercise 3:00 PM - 5:00 PM Open Gym 6:00 PM—9:00 PM Jam Session	5 10:00 AM– 11:00 AM Tiny Tot Program 1:30 PM—3:00 PM Youth Open Gym 6:30 PM—7:30 PM Zumba	6 10:00 AM—11:00 AM Wiggles & Giggles To Music 3:00 PM—5:00 PM Youth Open Gym Pop Corn Friday
9 10:00 AM– 11:00 PM Free Play Open Gym 1:00 PM - 3:00 PM Adult Open Gym \$ 1.00 3:00 PM - 5:00 PM Youth Open Gym	10 10:00 AM - 11:00 AM Tiny Tot Program 11:30 AM - 1:00 PM Taco Tuesday \$ 1.50 3:00 PM - 5:00 PM Youth Open Gym Free Bread	11 10:00 AM - 11:00 AM Bounce House & Exercise 3:00 PM - 5:00 PM Open Gym 6:00 PM—9:00 PM Jam Session	12 10:00 AM– 11:00 AM Valentine’s Day Card Exchange 1:30 PM—3:00 PM Youth Open Gym 6:30 PM—7:30 PM Zumba	13 10:00 AM—11:00 AM Wiggles & Giggles To Music 3:00 PM—5:00 PM Youth Open Gym 7:00 PM—10:00 PM Late Night Program
16 10:00 AM– 11:00 PM Free Play Open Gym 1:00 PM - 3:00 PM Adult Open Gym \$ 1.00 3:00 PM - 5:00 PM Youth Open Gym	17 10:00 AM - 11:00 AM Tiny Tot Program 11:30 AM - 1:00 PM Taco Tuesday \$ 1.50 3:00 PM - 5:00 PM Youth Open Gym Free Bread	18 10:00 AM - 11:00 AM Bounce House & Exercise 3:00 PM - 5:00 PM Open Gym 6:00 PM—9:00 PM Jam Session	19 10:00 AM– 11:00 AM Tiny Tot Program 3:00 PM—5:00 PM Youth Open Gym 6:30 PM—7:30 PM Zumba	20 10:00 AM—11:00 AM Wiggles & Giggles To Music 3:00 PM—5:00 PM Youth Open Gym Pop Corn Friday
23 10:00 AM– 11:00 PM Free Play Open Gym 1:00 PM - 3:00 PM Adult Open Gym \$ 1.00 3:00 PM - 5:00 PM Youth Open Gym	24 10:00 AM - 11:00 AM Tiny Tot Program 11:30 AM - 1:00 PM Taco Tuesday \$ 1.50 3:00 PM - 5:00 PM Youth Open Gym Free Bread	25 10:00 AM - 11:00 AM Bounce House & Exercise 3:00 PM - 5:00 PM Open Gym 6:00 PM—9:00 PM Jam Session	26 10:00 AM– 11:00 AM Tiny Tot Program 3:00 PM- 5:00 PM Youth Open Gym 6:30 PM-7:30 PM Zumba	27 10:00 AM—11:00 AM Story Time / KCLS 3:00 PM—5:00 PM Youth Open Gym Pop Corn Friday
30 10:00 AM– 11:00 PM Free Play Open Gym 1:00 PM - 3:00 PM Adult Open Gym \$ 1.00 3:00 PM - 5:00 PM Youth Open Gym	31 10:00 AM - 11:00 AM Tiny Tot Program 11:30 AM - 1:00 PM Taco Tuesday \$ 1.50 3:00 PM - 5:00 PM Youth Open Gym Free Bread			Citizens Appreciation Dinner Sat. 3/28/2015 5:00 PM—7:00 PM Adult- \$ 10.00 Kids - \$ 5.00 Family of (5) \$25.00



Agenda Bill No. 15-036

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: March 23, 2015
SUBJECT: Resolution No. 15-239; West Valley Highway Supplemental Agreement No. 1 – Pierce County Segment

ATTACHMENTS: Resolution 2015-239

Previous Council Review Date: N/A

Summary: The attached Resolution provides expenditure approval with AHBL, Inc. for additional design engineering services on the Pierce County portion of the West Valley Highway Improvement Project. The need for additional services is based upon a claim by the Muckleshoot Tribe that the Jovita Creek culverts under West Valley Highway are fish passage barriers. Neither City staff nor the design team knows if the Jovita Creek culverts are fish passage barriers or not. To complete the final project design requires that the Muckleshoot's claim is addressed and answered. To determine the fish barrier status of the Jovita Creek culverts is extra work; work not part of the original agreement with AHBL.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-239.

Motion for Consideration: MOVE TO APPROVE RESOLUTION No. 2015-239, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 1 WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN SERVICES FOR CONDUCTING AN ASSESSMENT AND POTENTIAL REPLACEMENT DESIGN OF THE JOVITA CREEK CULVERT CROSSING FOR THE PIERCE COUNTY PORTION OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECT.

Budget Impact: If accepted by Council, the cost of services is \$79,782.43 and to be paid from the City's Street Construction funds.

Alternatives:

- 1) Not approve Supplemental Agreement No. 1.
- 2) Only approve the Phase I assessment of Jovita Creek culverts and not the Phase 2 design.
- 3) Seek additional design funding during right-of-way acquisition phase.

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2015-239

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON,
AUTHORIZING EXECUTION OF SUPPLEMENTAL
AGREEMENT NO. 1 WITH AHBL FOR ADDITIONAL
ENGINEERING DESIGN SERVICES FOR CONDUCTING
AN ASSESSMENT AND POTENTIAL REPLACEMENT
DESIGN OF THE JOVITA CREEK CULVERT CROSSING
FOR THE PIERCE COUNTY PORTION OF THE WEST
VALLEY HIGHWAY IMPROVEMENT PROJECT.**

WHEREAS, the City Council, by Resolution No. 2014-190 approved a contract with AHBL for design engineering services for the Pierce County portion of West Valley Highway Improvement Project for \$109,991.33; and

WHEREAS, during the course of said design engineering services AHBL learned that the Muckleshoot Tribe understands the two Jovita Creek box culverts under West Valley Highway to be fish passage barriers; and

WHEREAS, an assessment and determination of the two culverts fish barrier status is required to inform the engineering design team for completion of the final project design; and

WHEREAS, this work was not part of the original contract with AHBL in the amount of \$109,991.33; and

WHEREAS, AHBL has prepared Supplemental Agreement No. 1 in the amount of \$79,782. to conduct an environmental assessment of the Jovita Creek box culverts to determine fish barrier status and perform additional design engineering services, if the box culverts are determined to be fish barriers; and

WHEREAS, Supplemental Agreement No. 1 increases the total amount of the design engineering services to \$189,773.76 and extends the project from May 31, 2015 to June 30, 2015; 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 Supplemental Agreement No. 1 to the contract authorized by Resolution No. 2014-190 between the City of Pacific and AHBL for an environmental assessment of Jovita Creek box culverts and additional engineering design services as required.

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

APPROVED BY THE CITY COUNCIL ON MARCH 23, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

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



Supplemental Agreement Number <u>001</u>		Organization and Address AHBL, Inc. 2215 N. 30th Street #300 Tacoma, WA 98403	
Original Agreement Number		Phone: (253) 383-2422	
Project Number	Execution Date 3/23/2015	Completion Date 6/30/2016	
Project Title West Valley Highway - Pierce County Segment	New Maximum Amount Payable \$ 189,773.76		
Description of Work This Supplement provides services and fees related to Phase 1 - Assessment of Jovita Creek Culvert. We have also provided a budget level estimate for Phase 2 -Culvert Replacement/redesign, should the culvert be found to truly be a barrier.			

The Local Agency of City of Pacific
desires to supplement the agreement entered into with AHBL, Inc.
and executed on 3/23/2015 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached detailed scope of work for Supplement #1

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date shall be extended to June 30, 2016

III

Section V, PAYMENT, shall be amended as follows:

The amount payable under this contract has increased by \$79,782.43 from \$109,991.33 to a new total of \$189,773.76. See attached updated Exhibit E.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Sean Comfort, PE - VP

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A-1
Scope of Work
West Valley Highway Improvements
Supplement #1

AHBL, Inc.

EXHIBIT A-1 AHBL Scope of Work

Supplement No. 1

The following is Supplement No. 1 to our LAG Agreement for the West Valley Highway Pierce County Section project. This Supplement includes additional AHBL civil engineering, land use planning and land surveying services for the project. Also included are additional sub-consultant services.

During the NEPA kick-off meeting with WSDOT on this project there were discussions about an important 2014 Federal court decision that was made following a lawsuit by 27 Washington State Tribes. The decision requires the Washington State to replace culverts that are fish barriers over a 17-year timeframe.

One WSDOT culvert replacement project that will be replaced in the near term is downstream of the West Valley Highway / Jovita Creek culvert at SR 167. During the formal Tribe noticing period for the West Valley Highway project, the Muckleshoot Tribe sent an email commenting that the culvert is a fish passage barrier and that "they have been attempting to contact Pacific to see if this culvert can be replaced timely as the downstream culvert on SR 167 is currently being designed to become fish passable per the Culvert Case injunction."

Because the tribe has challenged that the culvert is unfit and a barrier, we now need to prove otherwise. The evaluation of the culvert is a combination of science/biology and engineering. The protocols for the evaluation and potential design requirements should it need to be replaced are set by Washington Dept. of Fish and Wildlife.

This proposal provides services and fees related to Phase 1 – Assessment of Jovita Creek Culvert. We have also provided a budget level estimate for Phase 2 – Culvert Replacement/Redesign, should the culvert be found to truly be a barrier for fish passage.

Our scope of services is listed below.

Civil Engineering – 2140392.10

Phase I – Culvert Evaluation

1. Perform a hydraulic analysis of the existing culvert under West Valley Highway that is upstream to the Jovita Creek Culvert at SR 167 in accordance to the *WDFW 2013 Water Crossing Design Guidelines*.
2. Preparation of a plan/Profile as-built drawing of the existing Jovita Creek culvert and longitudinal profile of Jovita Creek 5-foot downstream.
3. Assistance to Landau Associates to evaluate whether the existing culvert is determined to be a fish passage barrier. Included is coordination with Landau Associates and review of the Biological Assessment prepared by Landau Associates.

4. Completion of one Opinion of Probable Cost for proposed improvements to the existing culvert so that the culvert is not a barrier for fish passage.
5. Completion of two geotechnical borings at the location where the Jovita Creek Culvert crosses West Valley Highway (AMEC Environmental).

Phase II – Culvert Design

6. If the existing culvert is determined to be a fish passage barrier, prepare a new culvert design which will allow for fish passage. Included is a plan and profile drawing showing new culvert and associated improvements on the upstream and downstream ends of the culvert. Design will be in accordance with *WSDOT* standards and the *WDFW 2013 Water Crossing Design Guidelines*.
7. Preparation of one Opinion of Probable Cost for the proposed culvert/stream improvements.

Reimbursable Expenses – Task 90

8. Reimbursable expenses for all disciplines including mileage and reprographic expenses. This will be billed on a time and expense basis.

Land Use Planning – 2140392.30

Phase I – Culvert Evaluation

1. Throughout Phase 1 activities, manage the project and design team in their evaluation of the culvert for schedules, reports and findings. Coordinate and review all required technical evaluation and studies as required by WSDOT and to support the NEPA Environmental Classification Summary. Attend progress meetings as needed.
2. Preparation of Natural Resources Support associated with evaluation of the existing condition of the Jovita Creek Culvert under West Valley Highway and its ability to provide fish passage. A technical memorandum will be prepared with a description of methodology, conclusions regarding condition to provide fish passage, appropriate field forms and site photographs. Prepare a Biological Assessment for the project to address selected species federally listed as threatened or endangered in the action area under the ESA and Essential Fish Habitat Evaluation. (Landau Associates)

Phase II – Culvert Design

3. Manage the design team during the culvert design phase. Coordinate for all required technical information as required by WSDOT and to support the NEPA Environmental Classification Summary.
4. Provide Natural Resources Support associated with culvert design, which will be limited to field survey and agency and design team coordination. (Landau Associates)

Land Surveying – 2140392.50

Phase I Culvert Evaluation

1. Completion of an as-built survey of the existing Jovita Creek culvert under West Valley Highway.

2. Determination of the longitudinal profile of the channel bed and water surface extending 250-feet upstream and 150-feet downstream of the existing Jovita Creek culvert under West Valley Highway. This information will be provided to the civil engineer for use in completing the hydraulic analysis of the existing culvert.
 3. Complete one cross-section of the downstream control (first downstream riffle).
 4. Survey the location of the two geotechnical borings completed by AMEC Environmental.
-

Exhibit E-1

Fee- Lump/Fixed/Unit

(backup)

West Valley Highway Improvements

Supplement #1

AHBL, Inc.

Exhibit E -1
Consultant Fee Determination Summary Sheet
(Lump Sum Cost Plus Fixed Fee, Cost per unit Work)

Project: West Valley Highway Pierce County Segment Design
Consultant: ABHL, Inc.

Direct Salary Cost (DSC) Original

Classification	Man Hours	Direct Labor			Cost
				Rate	
Principal Civil	21.50	X	\$	64.52	\$ 1,387.18
PM Civil	60.50	X	\$	46.15	\$ 2,792.08
PE 5 Civil	30.75	X	\$	38.63	\$ 1,187.87
PE 4 Civil	119.75	X	\$	35.38	\$ 4,236.76
Proj Admin Civil	3.50	X	\$	28.23	\$ 98.81
Tech 2 Civil	70.00	X	\$	27.57	\$ 1,929.90
Word Proc	3.00	X	\$	23.08	\$ 69.24
Prin. Planning	57.75	X	\$	52.89	\$ 3,054.40
Planner 3	35.00	X	\$	26.39	\$ 923.65
Landscape Project Manager	13.50	X	\$	32.21	\$ 434.84
Principal Survey	6.75	X	\$	52.89	\$ 357.01
PM Survey	13.25	X	\$	42.71	\$ 565.91
Survey Tech	16.75	X	\$	27.24	\$ 456.27
Chief of Parties	3.50	X	\$	39.04	\$ 136.64
Party Chief	33.00	X	\$	28.85	\$ 952.05
Chalman	33.00	X	\$	20.00	\$ 660.00
Original Contract Sub TOTAL DSC					\$ 19,242.59

Direct Salary Cost (DSC) Supplement #1

Classification	Man Hours	Direct Labor			Cost
				Rate	
Principal Civil	10.00	X	\$	64.52	\$ 645.19
PM Civil	24.00	X	\$	64.52	\$ 1,548.46
??	0.00	X	\$	-	\$ -
PE 4 Civil	102.00	X	\$	37.26	\$ 3,800.48
Proj Admin Civil	4.00	X	\$	28.85	\$ 115.38
Tech 2 Civil	52.00	X	\$	28.61	\$ 1,487.50
Word Proc	4.00	X	\$	23.56	\$ 94.23
Prin. Planning	43.00	X	\$	52.88	\$ 2,274.04
Landscape PM	0.00	X	\$	32.86	\$ -
Planner 3	20.00	X	\$	24.04	\$ 480.77
Principal Survey	2.00	X	\$	64.52	\$ 129.04
PM Survey	2.00	X	\$	43.48	\$ 86.97
Survey Tech	4.00	X	\$	28.85	\$ 115.38
Chief of Parties	2.00	X	\$	39.82	\$ 79.64
Party Chief	16.00	X	\$	29.81	\$ 476.92
Chalman	16.00	X	\$	23.00	\$ 368.00
Amendment #1 Sub TOTAL DSC					\$ 11,702.01

Overhead (OH Cost -- Including Salary Additives)

(original)	OH Rate X DSC of	<u>219.69%</u>	X	\$ 19,242.59	\$ 42,274.03
(Supplement #1)	OH Rate X DSC of	<u>219.69%</u>	X	\$ 11,702.01	\$ 25,708.14
Subtotal					\$ 67,982.18

Fixed Fee (FF)

(original)	FF Rate x DSC of	<u>30.00%</u>	X	\$ 19,242.59	\$ 5,772.78
(Supplement #1)	FF Rate x DSC of	<u>30.00%</u>	X	\$ 11,702.01	\$ 3,510.60
Subtotal					\$ 9,283.38

Reimbursables		
Printing/reproductions		\$ 1,500.00
Mileage		\$ 307.36
Locate Services for Survey		\$ 2,208.00
	SubTotal Reimbursables =	<u>\$ 4,015.36</u>
Subconsultants		
	AMEC	\$ 19,391.18
	CRC	\$ 3,371.73
	Landau	\$ 11,100.00
	Transpo	\$ 4,823.67
Subconsultant Total (original)		<u>\$ 38,686.58</u>
AMEC Supplement #1		\$ 4,061.68
Subconsultant Landau Supplement #1		\$ 34,800.00
Subconsultant Total (Supplement #1)		<u>\$ 38,861.67</u>
Subconstulant Grand Total		\$ 77,548.25
Original Contract Total		\$ 109,991.33
Supplement 1 Total		\$ 79,782.43
Grand Total		<u>\$ 189,773.76</u>

9/21/2014

AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design

AHBL Overhead rate
Negotiated Fixed Fee

219.69%
30.00%

TASK 1	Work Task	CIVIL ENGINEERING										PLANNING		
		SC	BF	MSK	AB	Sheri	Frank	LK	SS	LK	SS	SC	SS	SC
	Management/Coordination/Administration	Principal Civil	PM Civil	PE 4 Civil	PE 5 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Prin. Planning	Landscap PM	Landscap PM	Planner 3	Planner 3	
	Through Design	0.00												
1.1	Provide Professional Project Management	2.75	2											
1.2	Prepare and Update Monthly Schedule	2.5	8	3										
1.3	Provide monthly progress reports in memorandum format to the City	2.5	6	1	4									
1.4	Provide monthly progress billing to the City	1.5	4											
1.5	Coordinate with City Staff/WSDOT	3	8	3										
1.6	Provide QA/QC reviews of all submittals (30%, 60%, 90%, and PS&E submittals)	12.25	28.00	4.00	10.00	0.00	0.00	0.00	19.25	0.00	0.00	0.00	0.00	
Total	TASK 1 Management/Coordination/Administration	\$64.52/hr	\$46.15/hr	\$38.63/hr	\$35.38/hr	\$28.23/hr	\$21.57/hr	\$23.08/hr	\$52.89/hr	\$32.21/hr	\$32.21/hr	\$36.39/hr	\$36.39/hr	
	Direct Labor hourly rate	\$225.62/hr	\$161.38/hr	\$135.09/hr	\$123.72/hr	\$98.72/hr	\$96.41/hr	\$60.71/hr	\$184.95/hr	\$112.64/hr	\$112.64/hr	\$92.28/hr	\$92.28/hr	
	Billing Rate	\$ 2,763.84	\$ 4,518.69	\$ 540.34	\$ 1,237.20	\$ -	\$ -	\$ -	\$ 3,560.31	\$ -	\$ -	\$ -	\$ -	
	Task Total - Civil	\$ 9,060.08												
	Task Total - Planning	\$ 3,560.31												
	Task Total - Survey	\$ -												
	TASK 1 Management/Coordination/Administration	\$ 21,630.39												

TASK 2	Work Task	CIVIL ENGINEERING										PLANNING		
		SC	TS	MS	AB	Sheri	Frank	LK	SS	LK	SS	SC	SS	SC
	Environmental Permitting	Principal Civil	PM Civil	PE 4 Civil	PE 5 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Prin. Planning	Landscap PM	Landscap PM	Planner 3	Planner 3	
2.1	APE Map, Letter & Coordination	5.00												
2.2	Complete Draft ECS	53,142.74	22.00						12	12				
2.3	Complete Final Draft ECS	\$785.75	5.00						3.5	3.5				
2.4	Complete Final ECS	\$415.85	3.00						1.5	1.5				
2.5	Prepare Mitigation Plans in AutoCAD	\$1,705.53	14.50						1	13.5				
2.6	Coordinate with Consultants. Review Reports	\$1,849.51	10.00						10	10				
2.7	Prepare Environmental Justice Report	\$554.66	3.50						2.5	2.5				
2.8	Prepare Air Quality Checklist	\$727.84	5.00						3	3				
2.9	Prepare SEPA Checklist, Monitor Decision	\$2,123.67	20.00						3	3				
Total	TASK 2 Environmental Permitting	\$11,951.81	88.00	0.00	0.00	0.00	0.00	1.00	38.50	13.50	0.00	0.00	0.00	
	Hourly Rate	\$225.62/hr	\$161.38/hr	\$135.09/hr	\$123.72/hr	\$98.72/hr	\$96.41/hr	\$60.71/hr	\$184.95/hr	\$112.64/hr	\$112.64/hr	\$92.28/hr	\$92.28/hr	
	Task Total - Civil	\$ 80.71							\$ 7,120.62	\$ 1,520.57	\$ -	\$ -	\$ -	
	Task Total - Planning	\$ 11,871.10												
	Task Total - Survey	\$ -												
	TASK 2 Environmental Permitting	\$ 11,951.81												

TASK 3	Work Task	CIVIL ENGINEERING										PLANNING		
		SC	TS	MS	AB	Sheri	Frank	LK	SS	LK	SS	SC	SS	SC
	Preliminary Design	Principal Civil	PM Civil	PE 4 Civil	PE 5 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Prin. Planning	Landscap PM	Landscap PM	Planner 3	Planner 3	
3.1	Prepare plan sheets 1"-40" plan views per sheet, 16 sheets	10	3	42										
3.2	Prepare 30%/60% Detail Sheets	3.5	3.5	6					33.5	16.5				
3.3	Prepare 30%/60% summary memo	1.5	2.5	1.5	20									
3.4	Prepare 30%/60% Cost Estimate	1.5	2.5	4.5	8.75									
3.5	Prepare 30%/60% Outline Specifications	1.5	7.5	7	8.5									
3.6	Quality Review (30% & 60%)	4	4.5	3.75	2.5									
3.7	Submittal 30%/60% to City and WSDOT for review	0.75	3.5	7	20									
3.8	30% & 60% Plan revisions	9.35	32.50	26.75	109.75	3.50	70.00	2.00	0.00	0.00	0.00	0.00	0.00	
Total	TASK 3 Preliminary Design	\$225.62/hr	\$161.38/hr	\$135.09/hr	\$123.72/hr	\$98.72/hr	\$96.41/hr	\$60.71/hr	\$184.95/hr	\$112.64/hr	\$112.64/hr	\$92.28/hr	\$92.28/hr	
	Hourly Rate	\$ 2,066.98	\$ 5,244.91	\$ 3,613.53	\$ 13,578.31	\$ 345.51	\$ 6,748.67	\$ 161.42	\$ -	\$ -	\$ -	\$ -	\$ -	
	Task Total - Civil	\$ 31,779.33												
	Task Total - Planning	\$ -												
	Task Total - Survey	\$ -												
	TASK 3 Preliminary Design	\$ 31,779.33												

AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design

TASK #	Work Task	LAND SURVEYING															
		DF	BD	TD	DR	RC	CD	SC	BF	??	LK	PLANNING					
		Principal Survey	PM Survey	Survey Tech	Chief of Parties	Party Chief	Chainman	Principal Civil	PM Civil	PE 4 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Prin. Planning	Landscope PM	AC	
4.1	Research Record Drawing and other record Data	3.00															
		\$ 446.06															
4.2	Boundary/ROW Mapping	12.00															
		\$ 1,854.53															
4.3	Topographic Survey-field	66.00															
		\$ 5,637.18															
4.4	Topographic Survey-office	18.75															
		\$ 1,930.46															
4.5	Quality Review	3.00															
		\$ 554.85															
4.6	Plan Revisions	3.50															
		\$ 512.79															
Total		\$10,937.87															
	Hourly Rate	\$184.95/hr	\$149.35/hr	\$95.26/hr	\$136.52/hr	\$100.89/hr	\$69.94/hr	\$100.89/hr	\$69.94/hr	\$0.00/hr	\$0.00	\$0.00	\$0.00	\$0.00/hr	\$0.00/hr	\$0.00	\$0.00/hr
	Task Total - Survey	\$ 1,248.42	\$ 1,974.92	\$ 1,595.53	\$ 477.82	\$ 3,329.22	\$ 2,307.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TASK 4 Survey	\$ 10,937.87															

Supp #	Work Task	CIVIL ENGINEERING															
		SC	BF	??	AB	Sheri	Frank	LK	SC	BF	??	LK	PLANNING				
		Principal Civil	PM Civil	PE 4 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Principal Civil	PM Civil	PE 4 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Prin. Planning	Landscope PM	AC	
Supp 1	Supplemental Agreement #1 - Civil and Planning	2	4	4	4	4											
\$1.1	Project Review, coord w/ geotech, biologist, project meetings	1	2	2	2	2	8										
		\$ 5,385.90															
\$1.2	Phase II Culvert Design and Drafting	4	8	40	24	8											
		\$ 10,319.69															
\$1.4	Detail Sheets	1	2	2	2	8											
		\$ 1,286.46															
\$1.5	Quality Review	1	2	2	2	12											
		\$ 2,416.90															
\$1.6	Plan revisions	1	2	2	2	2											
		\$ 2,693.96															
\$1.7	Technical specifications	1	2	2	2	2											
		\$ 1,362.78															
\$1.8	Cost Estimate	1	2	2	2	2											
		\$ 1,883.95															
\$1.9	Summary of Quantities	1	1	4	4	2											
		\$ 746.79															
Total	Supp 1 Supplemental Agreement #1 - Civil and Planning	\$10.00	\$24.00	\$0.00	\$102.00	\$4.00	\$52.00	\$4.00	\$2.00	\$190.29/hr	\$100.87/hr	\$100.87/hr	\$82.38/hr	\$329.52	\$7,952.09	\$114.89/hr	
	Hourly Rate	\$225.62/hr	\$225.62/hr	\$ -	\$13,289.90	\$403.49	\$5,201.64	\$329.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Task Total - Civil	\$ 26,895.53															
	Task Total - Planning	\$ 9,633.29															
	Task Total - Survey	\$ -															
	Supp 1 Supplemental Agreement #1 - Civil and Planning	\$ 36,528.82															

Supp #	Work Task	LAND SURVEYING															
		DF	BD	TD	DR	RC	CD	SC	BF	??	LK	PLANNING					
		Principal Survey	PM Survey	Survey Tech	Chief of Parties	Party Chief	Chainman	Principal Civil	PM Civil	PE 4 Civil	Proj Admin Civil	Tech 2 Civil	Word Proc	Prin. Planning	Landscope PM	AC	
Supp 1	Supplemental Agreement #1 - Land Surveying	2	4	4	4	4											
\$1.1	Topographic Survey field	8.00															
		\$ 2,954.61															
\$1.2	Topographic Survey-office	8.00															
		\$ 986.09															
\$1.3	Quality Review	2.00															
		\$ 451.23															
\$1.4	Enter task Description	0.00															
		\$ -															
\$1.5	Enter task Description	0.00															
		\$ -															
\$1.6	Enter task Description	0.00															
		\$ -															
\$1.7	Enter task Description	0.00															
		\$ -															
\$1.8	Enter task Description	0.00															
		\$ -															
\$1.9	Enter task Description	0.00															
		\$ -															
Total	Supp 1 Supplemental Agreement #1 - Land Surveying	\$2.00	\$2.00	\$4.00	\$2.00	\$16.00	\$16.00	\$2.00	\$2.00	\$139.24/hr	\$104.23/hr	\$104.23/hr	\$80.43/hr	\$1,286.86	\$ -	\$ -	
	Hourly Rate	\$225.62/hr	\$152.06/hr	\$100.87/hr	\$100.87/hr	\$403.49	\$1,667.75	\$278.49	\$1,667.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Task Total - Civil	\$ 451.23	\$ 304.12	\$ 403.49	\$ 278.49	\$ 1,667.75	\$ 1,286.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Task Total - Planning	\$ -															
	Task Total - Survey	\$ 4,391.94															
	Supp 1 Supplemental Agreement #1 - Land Surveying	\$ 4,391.94															

PROJECT SUMMARY

West Valley Highway Pierce County Segment Design

9/22/2014

AHBL Staff Hours per Task

	CIVIL	PLANNING	SURVEY	TOTAL
TASK 1 Management/Coordination/Administration	\$ 9,060.08	\$ 3,560.31	\$ -	\$ 12,620.39
TASK 2 Environmental Permitting	\$ 80.71	\$ 11,871.10	\$ -	\$ 11,951.81
TASK 3 Preliminary Design	\$ 31,779.33	\$ -	\$ -	\$ 31,779.33
TASK 4 Survey	\$ -	\$ -	\$ 10,937.87	\$ 10,937.87
Original Contract subtotal	\$ 40,920.12	\$ 15,431.41	\$ 10,937.87	\$ 67,289.40
Supplement #1	\$ 26,895.53	\$ 9,533.29	\$ 4,391.94	\$ 40,820.76
PROJECT TOTAL	\$ 67,815.65	\$ 25,064.70	\$ 15,329.80	\$ 108,210.15
				From E-1 Back check Diff
				\$ 108,210.15 \$ -
Reimbursable Expenses				
Locate Services for Survey				\$ 2,208.00
Reproduction				\$ 1,500.00
Mileage (36mi round trip AHBL to Pacific x 16 Round trips)				\$ 307.36
Total				\$ 4,015.36 \$ 4,015.36 \$ -
Subconsultant				
AMEC				\$ 19,391.18
CRG				\$ 3,371.73
Landeau Associates				\$ 11,100.00
Transpo				\$ 4,823.67
subconsultant subtotal original contract				\$ 38,686.58
Landeau Associates Supplement #1				\$ 34,800.00
AMEC Supplement #1				\$ 4,061.68
Subconsultant subtotal Supplement #1				\$ 38,861.67
Total Subconsultant				From E-1 Back check Diff
				\$ 77,548.25 \$ 77,548.25 \$ -
Original Contr total				\$ 109,991.33
Supplement #1 total				\$ 79,782.43
Grand Total				From E-1 Back check Diff
				\$ 189,773.76 \$ 189,773.76 \$ -

Exhibit G

Subcontracted work

West Valley Highway Improvements

Supplement #1

**AMEC Environmental &
Infrastructure, Inc.**

March 4, 2015
Project No. 4917-17647-A

AHBL, Inc.
2215 North 30th Street
Suite 300
Tacoma, WA 98403



Attention: Mr. Sean Comfort, P.E.

Subject: Proposal for Change Order #1 Additional Services
West Valley Highway, County Line Road to 8th Street E
Pacific, Washington

Dear Sean:

At your request, AMEC Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler), is pleased to submit this proposal to conduct additional geotechnical services for the above-referenced project. The contents of this proposal are based on written and verbal information supplied by you, on our recent site visit, and on our knowledge of subsurface conditions in the site vicinity.

SITE AND PROJECT DESCRIPTION

A portion of West Valley Highway, approximately 0.5 mile in length, from County Line Road to 8th Street SE, located within the City of Pacific and Pierce County, is to be evaluated for improvements. The proposed improvements would include minor realignment and potential widening to three lanes with a sidewalk on one side. Proposed improvements would also include repairs to pavement and drainage and mitigation of potential slope instability and settlement hazards along the alignment.

In addition, the project will likely include improvements to the Jovita Creek culvert crossing. The type and size of the replacement is not known as of this writing, but will likely require a larger span, with a bottomless culvert supported on strip footings.

SCOPE OF WORK

A scope of work for a preliminary geotechnical investigation has already been authorized by AHBL for West Valley Highway – Pierce County, in a Subconsultant Agreement for Professional Services, AHBL File No. 2140392.10/.30/.50, dated December 5, 2014.

AMEC's scope of work for additional services under this Agreement will be as follows:

11810 North Creek Parkway N
Bothell, Washington 98011
(425) 368-1000 Phone
(425) 368-1001 Facsimile
www.amecfw.com

1. Field Exploration.
 - a. Drill two hollow-stem auger borings up to 40 feet deep along the shoulder of West Valley Highway outside of the existing Jovita Creek culvert to investigate subsurface conditions for support of a new culvert. No wells will be installed; groundwater levels will be noted at time of drilling. This work will include the need for traffic control.
2. Engineering Analysis. Preliminary analyses will be conducted in order to evaluate feasibility of support of a new widened culvert on grade, or as a bottomless culvert with strip footings, or if ground improvement or deeper foundations would be required.
3. Report Preparation. Logs of the borings and a discussion of culvert design considerations will be included in the overall geotechnical report being prepared for this project.

Assumptions

It is assumed this additional drilling will be conducted at the same time as the other drilling for the West Valley highway project. It is also assumed that only one report will be prepared for all geotechnical studies on this project. If work requires a separate mobilization of the driller and traffic control, and if a separate report is required, the costs will be greater.

Deliverables

No separate deliverable will be provided for this additional work.

COST AND SCHEDULE

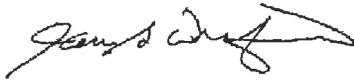
AMEC services will be performed on a time-and-expenses basis as a subconsultant to AHBL, Inc., under a WSDOT Local Agency Guidelines (LAG) agreement. Exhibit G1 presenting our estimated breakdown of labor and costs and Exhibit G2 presenting our current WSDOT-audited overhead rates are attached.

CLOSURE

We appreciate the opportunity to submit this proposal for additional services, and we look forward to serving your geotechnical needs. We understand this proposal will be an attachment to your standard subconsultant agreement. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.



James S. Dransfield, P.E.
Principal

Reviewed by:
Todd D. Wentworth, P.E., L.G.

Attachments
Exhibits G-1, G-2 and current WSDOT audited overhead rate

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

Supplement #1

**AMEC Environmental &
Infrastructure, Inc.**

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)
Supplement #1

Project: West Valley Highway - Pierce County Segment

Subconsultant: AMEC Environmental & Infrastructure, Inc.

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor Rate	Cost
Principal (618 to 624)	0	X	69.95	0
Associate (617)	0	X	49.92	0
Senior Project Engineer (616)	0	X	41.62	0
Senior Project Geologist (615)	8	X	41.89	335.12
Project Engineer/Geologist (614)	0	X	38.03	0
Senior Staff Engineer/geologist (613)	0	X	32.1	0
Staff Engineer/Geologist (611 to 612)	0	X	31.37	0
CAD Drafting (516)	0	X	30.29	0
Word Processing (806)	0	X	19.38	0
Clerical (805 to 807)	0	X	23.39	0

TOTA DSC \$ 335.12

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 1.6711 X \$ 335.12 = \$ 560.02

Fixed Fee (FF)

FF Rate x DSC of 30.00% X \$ 335.12 = \$ 100.54

Reimbursable

Field Expenses (mileage, Equipment, etc) \$ 56.00

Subcontractor Expense (Driller, Traffic, Lab) 0% markup \$ 3,010.00

\$ -

\$ -

\$ -

\$ -

Total Reimbursables = \$ 3,066.00

Subconsultant Total \$ 4,061.68

Grand Total \$ 4,061.68

Exhibit G
Subcontracted work
West Valley Highway Improvements
Supplement #1

Landau, Inc.



March 3, 2015

AHBL
2215 North 30th Street, Suite 300
Tacoma, Washington 98406

Attn: Lisa Klein

**RE: NATURAL RESOURCES SUPPORT SERVICES – CULVERT REPLACEMENT
WEST VALLEY IMPROVEMENTS PROJECT
COUNTY LINE ROAD TO 8TH STREET EAST
PACIFIC, WASHINGTON**

Dear Lisa:

Landau Associates is pleased to present this proposed scope of services and cost estimate for natural resources support services for culvert replacement activities associated with the West Valley Improvement Project, County Line Road to South 8th Street in the City of Pacific (City), Washington. The proposed scope of services presented in this letter is based on discussions with and information provided by AHBL. Presented below is a summary of our project understanding and our proposed scope of services.

PROJECT BACKGROUND

The City plans to repair and upgrade portions of the West Valley Highway from County Line Road to the City limits at 8th Street East. Landau Associates previously provided a scope of services for wetland/waterway delineation and natural resources support services for the project. Since preparation and approval of the previous proposal, the Muckleshoot Tribe has provided comments associated with cultural resources consultation efforts that the Jovita Creek culvert is a fish passage barrier and that “they have been attempting to contact Pacific to see if this culvert can be replaced timely as the downstream culvert on SR 167 is currently being designed to become fish passable per the Culvert Case injunction.” The culvert case injunction is in reference to a federal court injunction, issued in March 2013, requiring the state to significantly increase the effort for removing state-owned culverts that block habitat for salmon and steelhead. The Washington State Department of Transportation (WSDOT) has recently issued a contract for design-build services associated with State Route (SR) 167 located downstream from the proposed project. In addition, Landau Associates understands that a new pedestrian crossing will be provided over Jovita Creek as part of project improvements that may affect Endangered Species Act (ESA) protected species/critical habitat.

As a result, the project will require evaluation of the existing culvert along Jovita Creek to determine if the culvert satisfies fish passage requirements, and preparation of a Biological Assessment (BA) for compliance with the ESA to evaluate impacts to listed species/critical habitats associated with the proposed new pedestrian crossing of Jovita Creek. Based on an assessment in 2006, the Washington Department of Fish & Wildlife (WDFW) has identified the culvert as a “barrier” and a “partial blockage”; but is also noted as containing a fishway, which is assumed to have been installed to facilitate fish passage. If the culvert is determined to be a fish passage barrier, replacement will likely be required. If replacement will be required, design of the culvert will follow the WDFW 2013 *Water Crossing Design Guidelines*.

Landau Associates understands that AHBL is leading the environmental permit process, and that our proposed scope of services may be provided in two phases: (1) support evaluation of the existing culvert and preparation of a BA for compliance with the ESA, and if necessary, (2) culvert design support.

PROPOSED SCOPE OF SERVICES

The following defines Landau Associates’ proposed Phase 1 and Phase 2 tasks for natural resources support associated with the proposed culvert replacement activities.

PHASE 1. CULVERT EVALUATION AND BIOLOGICAL ASSESSMENT

Task 1.1. Culvert Evaluation

Landau Associates will support evaluation of the existing Jovita Creek culvert by requesting assessment information completed by WDFW in 2006, and will also provide an evaluation of current conditions following the WDFW *Passage Barrier and Surface Water Diversion Screening Assessment and Prioritization Manual* (Manual). Assessment following the Manual will include review of existing design information and collection of field survey data. Field survey data will include longitudinal profile of the channel bed and water surface extending 50 feet (ft) downstream of the culvert and one cross-section of the downstream control (i.e., first downstream riffle). A Wolman pebble count will also be completed between the culvert outlet and downstream control.

Results of the evaluation will be summarized in a technical memorandum that will include:

- Description of methodology
- Conclusions regarding condition to provide fish passage
- Appropriate field forms from the Manual
- Site photographs.

Landau Associates will prepare a draft technical memorandum for review and comment by AHBL and the City, and then a final document.

Assumptions:

- Jovita Creek is a wade-able stream.
- Downstream control occurs within 50 ft downstream of the existing culvert.
- Land survey (by a registered land surveyor in Washington State) will be provided in advance of this stream survey; site features and/or common reference points will be utilized for data integration.
- Landau Associates' field survey will be completed using an autolevel and survey rod, the accuracy of which will be sufficient for evaluation, and the field survey does not require registered land surveyor stamp/certification.
- Field work will occur during a dry period.
- Underbrush and vegetation may need to be cleared with hand equipment (machetes, etc.) during the land and field surveys.
- The City or AHBL will provide as-built drawings of the existing culvert.
- Fishway features are accessible for survey, and are not located within the culvert.

Deliverables:

- An electronic (Adobe PDF) copy of the draft Culvert Evaluation Technical Memorandum.
- An electronic (Adobe PDF) copy of the final Culvert Evaluation Technical Memorandum.

Task 1.2. Biological Assessment

Landau Associates will prepare a BA for selected species federally listed as threatened or endangered in the action area under the ESA and Essential Fish Habitat (EFH) Evaluation for the proposed project. Landau Associates will obtain updated species lists from agency websites, request site-specific species and habitat information from the WDFW priority habitats and species database, and review information from the Washington Natural Heritage Program.

Evaluation of specific project details, such as construction techniques and equipment used, timing of construction, and best management practices (BMPs) will be based on information provided by AHBL.

The report will establish the project action area, which incorporates the furthest extent of both aquatic and terrestrial impacts. Appropriate environmental baseline information and species history will be summarized in the BA. A determination of "*may effect, not likely to adversely affect*" (NLAA) is anticipated. The project is not expected to impact EFH.

Landau Associates will prepare a draft BA and EFH for review and comment by AHBL and the City, and then a final document.

Assumptions:

- The BA will be drafted using the current WSDOT template.
- The BA will only address project activities associated with West Valley Highway from County Line Road to the City limits at 8th Street East.
- 30 to 60 percent level of design will be sufficient for preparation of the BA and EFH Evaluation report.
- The project will have a NLAA determination on listed species or their designated critical habitat and a formal Biological Opinion will not be required. The project will have no adverse impact to EFH.
- Design and construction details required for permit applications that are not directly related to a critical areas determination will be provided to the Landau Associates biologist. Such elements include, but are not limited to, stormwater drainage report; temporary sediment and erosion control plan; proposed construction timing, sequencing, and duration; and primary types of construction equipment to be used.
- This task does not include efforts to perform a 6-month update review(s) of species listings or reevaluation of project impacts. Should an update review of species listings and impacts be required, an addendum to this scope and budget can be prepared.
- The budget and scope does not include monitoring of any federally listed or state listed species during construction activities. Should any monitoring of these species be required, an addendum to this scope and budget can be prepared.

Deliverables:

- An electronic (Adobe PDF) copy of the draft BA and EFH Evaluation report.
- An electronic (Adobe PDF) and three paper copies of the final BA and EFH Evaluation report.

Task 1.3. Project Coordination

Throughout Phase 1 activities, Landau Associates will manage the project to efficiently complete the necessary studies and applications, and to communicate project progress with AHBL. Scope elements covered under this task include communications with the AHBL, in-house project administration, scheduling and direction of staff, preparation of progress reports, schedule updates, and invoicing. This task also includes participation in a meeting with AHBL staff and City staff that occurred on February 18, 2015.

PHASE 2. CULVERT DESIGN AND NEPA SUPPORT

Task 2.1. Culvert Design Support

Landau Associates will provide culvert design support, which will be limited to field survey and agency coordination regarding design requirements as presented in the WDFW 2013 *Water Crossing*

Design Guidelines. The extent of survey support will be determined upon selection of the preferred design strategy, and for budgeting purposes, a not to exceed amount is provided with this task. Landau Associates will provide support with agency coordination activities associated with design guidelines. This support is limited to email/telephone correspondence. \

Assumptions:

- Jovita Creek is a wade-able stream.
- AHBL will provide land survey of areas surrounding the study reach of Jovita Creek.
- Landau Associates' field survey will be completed using an autolevel and survey rod, the accuracy of which will be sufficient for evaluation, and the field survey does not require registered land surveyor stamp/certification.
- Identification and evaluation of a reference reach will not be required.
- Design and survey of the WSDOT SR 167 culvert replacement will be provided, and will include longitudinal profile, necessary cross sections, and streambed substrate details of Jovita Creek downstream of the West Valley Highway culvert.
- Design of the proposed culvert will be completed by AHBL.
- Field work will occur during a dry period.

Deliverables:

- An electronic (Adobe PDF and AutoCAD) copy of the survey information.

Task 2.2. Project Coordination

Throughout Phase 2 activities, Landau Associates will manage the project to efficiently complete the necessary studies and applications, and to communicate project progress with AHBL. Scope elements covered under this task include communications with the AHBL, in-house project administration, scheduling and direction of staff, and preparation of progress reports, schedule updates, and invoicing.

ESTIMATED COST

We estimate the cost for our proposed scope of services will be \$34,800 in general accordance with the following approximate breakdown:

PHASE	TASK NAME	ESTIMATE
Phase 1. Culvert Evaluation	Task 1.1. Culvert Evaluation	\$10,000
	Task 1.2. Biological Assessment	\$9,500
	Task 1.3. Project Coordination	\$2,300
	Phase 1 Subtotal	\$21,800
Phase 2. Culvert Design and NEPA Support	Task 2.1 Culvert Design Support	\$10,500
	Task 2.2 Project Coordination	\$2,500
	Phase 2 Subtotal	\$13,000
ESTIMATED TOTAL (PHASE 1 and PHASE 2)		\$34,800

We propose to provide the above-described services on a cost plus-fixed fee basis according to the budget set forth above and shown in the attached tables. The budget estimate is based on an assumed level of effort for each of the scope items. It is possible that the level of effort actually required to complete a specific scope item will differ from that currently being assumed, and it may be appropriate to reallocate authorized budget amounts between the tasks or request additional budget as required to meet the needs of the project. In the event that project requirements change or unexpected conditions are disclosed that appear to require further field effort, study, or analysis, we will contact you and seek your approval for modification to the scope of services and budget, as appropriate.

Exhibit G-1
Subconsultant Fee
West Valley Highway Improvements
Supplement #1

Landau, Inc.

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Supplement #1 - Summary

Project: West Valley Highway - Pierce County Segment

Subconsultant: Landau Associates

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor		Cost
				Rate	
Sr. Associate	2	X	\$	58.94	\$ 117.88
Associate	72	X	\$	44.52	\$ 3,205.44
senuir	28	X	\$	43.17	\$ 1,208.76
Project	30	X	\$	31.11	\$ 933.30
Senior Staff	128	X	\$	29.33	\$ 3,754.24
Senior Tech	16	X	\$	26.97	\$ 431.52
Project Coordinator	14	X	\$	31.92	\$ 446.88
Support Staff	1	X	\$	22.75	\$ 22.75
TOTA DSC					\$ 10,120.77

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 207.63% X \$ 10,120.77 = \$ 21,013.75

Fixed Fee (FF)

FF Rate x DSC of 30.0% X \$ 10,120.77 = \$ 3,036.23

Reimbursable

	\$ -
data acquisition	\$ 60.00
Field Equipement	\$ 100.00
Mileage 200 miles at 0.565	\$ 230.00
Reproductions/copies	\$ 239.24
<hr/>	
Total Reimbursables =	\$ 629.24

Subconsultant Total **\$ 34,800.00**

Grand Total **\$ 34,800.00**

**Table 1.1
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Culvert Evaluation

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate	2	X	\$58.94		\$117.88
Associate	12	X	\$44.52		\$534.24
Senior	12	X	\$43.17		\$518.04
Senior Project		X	\$40.24		\$0.00
Project	14	X	\$31.11		\$435.54
Senior Staff	40	X	\$29.33		\$1,173.20
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	4	X	\$31.92		\$127.68
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
				Total Direct Salary =	\$2,906.58

Overhead Cost @ 207.63% of Direct Labor Cost (c)	=	\$6,034.93
Fixed Fee @ 30% of Direct labor Cost	=	\$871.97
Total Direct Labor	=	\$9,813.49

Reimbursables:

Travel Expenses (est. 200 miles @ \$0.575/mile)	\$115.00
Field Equipment	\$50.00
Reproduction	\$21.51

Subconsultant Total = \$10,000.00

Prepared By: SJQ Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

**Table 1.2
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Biological Assessment

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	20	X	\$44.52		\$890.40
Senior		X	\$43.17		\$0.00
Senior Project		X	\$40.24		\$0.00
Project		X	\$31.11		\$0.00
Senior Staff	58	X	\$29.33		\$1,701.14
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	6	X	\$31.92		\$191.52
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
				Total Direct Salary =	\$2,783.06

Overhead Cost @ 207.63% of Direct Labor Cost (c) = \$5,778.47

Fixed Fee @ 30% of Direct labor Cost = \$834.92

Total Direct Labor = \$9,396.45

Reimbursables:

Travel Expenses (est. ## miles @ \$0.575/mile)	\$0.00
Data Acquisition	\$60.00
Reproduction	\$43.55

Subconsultant Total = \$9,500.00

Prepared By: SJQ

Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

**Table 1.3
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Project Coordination

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	12	X	\$44.52		\$534.24
Senior		X	\$43.17		\$0.00
Senior Project		X	\$40.24		\$0.00
Project		X	\$31.11		\$0.00
Senior Staff	2	X	\$29.33		\$58.66
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	2	X	\$31.92		\$63.84
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff	1	X	\$22.75		\$22.75
Total Direct Salary =					\$679.49

Overhead Cost @ 207.63% of Direct Labor Cost (c)	=	\$1,410.83
Fixed Fee @ 30% of Direct labor Cost	=	\$203.85
Total Direct Labor	=	\$2,294.16

Reimbursables:

Travel Expenses (est. 200 miles @ \$0.575/mile)	\$0.00
Field Equipment	\$0.00
Reproduction	\$5.84

Subconsultant Total = **\$2,300.00**

Prepared By: SJQ Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

Table 2.1
Fee Determination Summary Sheet

Project: West Valley Hwy County Line Rd to 8th Street E; Culvert Design Support

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	16	X	\$44.52		\$712.32
Senior	16	X	\$43.17		\$690.72
Senior Project		X	\$40.24		\$0.00
Project	16	X	\$31.11		\$497.76
Senior Staff	24	X	\$29.33		\$703.92
Staff/Senior Technician II	16	X	\$26.97		\$431.52
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator		X	\$31.92		\$0.00
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
				Total Direct Salary =	\$3,036.24

Overhead Cost @ 207.63% of Direct Labor Cost (c)	=	\$6,304.15
Fixed Fee @ 30% of Direct labor Cost	=	\$910.87
Total Direct Labor	=	\$10,251.26

Reimbursables:

Travel Expenses (est. 200 miles @ \$0.575/mile)	\$115.00
Field Equipment	\$50.00
Reproduction	\$83.74

Subconsultant Total = \$10,500.00

Prepared By: SJQ Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

**Table 2.2
Fee Determination Summary Sheet**

Project: West Valley Hwy County Line Rd to 8th Street E; Project Coordination

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (b)</u>	<u>Hours</u>	=	<u>Typical Rate (a)</u>	=	<u>Cost</u>
Principal*		X	\$63.27		\$0.00
Senior Associate		X	\$58.94		\$0.00
Associate	12	X	\$44.52		\$534.24
Senior		X	\$43.17		\$0.00
Senior Project		X	\$40.24		\$0.00
Project		X	\$31.11		\$0.00
Senior Staff	4	X	\$29.33		\$117.32
Staff/Senior Technician II		X	\$26.97		\$0.00
Assistant/Senior Technician I		X	\$23.80		\$0.00
Project Coordinator	2	X	\$31.92		\$63.84
CAD/GIS Technician		X	\$30.00		\$0.00
Technician		X	\$18.87		\$0.00
Support Staff		X	\$22.75		\$0.00
Total Direct Salary =					\$715.40

Overhead Cost @ 207.63% of Direct Labor Cost (c)	=	\$1,485.39
Fixed Fee @ 30% of Direct labor Cost	=	\$214.62
Total Direct Labor	=	\$2,415.41

Reimbursables:

Travel Expenses (est. ## miles @ \$0.575/mile)	\$0.00
Data Acquisition	\$0.00
Reproduction	\$84.59

Subconsultant Total = \$2,500.00

Prepared By: SJQ Date: 2/16/2015

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment annually.

(b) Classifications shown are general, the actual invoice will show our employee's specific discipline for e.g., Senior Engineer, Senior Geologist, Senior Planner.

(c) Per WSDOT analytical review of Landau Associates' financial statements for the year ended 6/30/14.

* Excludes CEO and COO

Exhibit G-3

Subconsultant Overhead Cost

West Valley Highway

Improvements

Supplement #1

(Updated rate based on Jan 14, 2015 WSDOT letter)

Landau, Inc.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 14, 2015

Landau Associates, Inc.
130 - 2nd Avenue South
Edmonds, WA 98020

Subject: Acceptance FYE 2014 ICR – CPA Report

Dear: Mr. Dennis Hobbs

We have accepted the Indirect Cost Rate (ICR) of 207.63% for FYE 2014, based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by T. Wayne Owens & Associates, PC. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for WSDOT and Local Agency contracts only.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kal



January 14, 2015

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager 

SUBJECT: Landau Associates, Inc. Indirect Cost Rate for
fiscal year end June 30, 2014

We accept the audit work performed by T. Wayne Owens & Associates, PC related to the Landau Associates Indirect Cost Rate for the above referenced fiscal year. T. Wayne Owens & Associates audited the Landau Associates indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the Landau Associates Indirect Cost Rate for fiscal year ending June 30, 2014 at 207.63% of direct labor (rate includes 0.48% Facilities Capital Cost of Money).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

Attachment

cc: Steve McKerney
File

Certification of Final Indirect Costs

Firm Name: Landau Associates

Indirect Cost Rate Proposal: 207.63%

Date of Proposal Preparation (mm/dd/yyyy): 11/06/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 07/01/2013 to 06/30/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:  _____

Name of Certifying Official* (Print): Dennis R Hobbs

Title: Finance Director

Date of Certification (mm/dd/yyyy): 01/07/2015

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

LANDAU ASSOCIATES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED JUNE 30, 2014

- (1) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (2) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.205-14 - Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (4) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (5) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (6) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (7) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (8) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (9) 31.205-46 (a) 2 Travel costs -- Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (10) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (11) 31.205-44(d) Training and education costs - Grants to educational or training institutions, including the donation of facilities or other properties, scholarships, and fellowships are considered contributions and are unallowable.
- (12) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable.
- (13) 31.201-3 (b) (1) Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.

LANDAU ASSOCIATES, INC.
NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2014

NOTE F - DESCRIPTION OF DEPRECIATION/LEASING POLICIES

Certain assets are purchased and depreciated while others are leased and considered operating leases. The annual lease costs are included in the overhead pool. The depreciation reflected on the Company's financial statements differs from the acceptable depreciation for Federal income tax purposes. The amounts included in the overhead pool are stated in a manner consistent with the Company's depreciation policies and do not exceed the amounts reflected in the financial statements; the amounts included in the Statement are allowable under FAR 31.205-11(c).

NOTE G – FACILITIES CAPITAL COST OF MONEY

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the prompt payment act rate for the applicable period. Equipment and facilities include office equipment, office furniture, field equipment, computer, library, lab equipment, tenant improvements, and vehicles. The calculation was made as follows:

Net book value of assets - prior year	\$ 816,782
Net book value of assets - current year	<u>924,539</u>
Average net book value	\$ 870,661
Multiplied by: average treasury rate	<u>1.94%</u>
Equals: facilities capital cost of money	<u>\$ 16,869</u>
Divided by: direct labor base	<u>\$ 3,497,810</u>
Equals: Facilities Capital cost of money rate	<u>0.48%</u>

NOTE H – SUBSEQUENT EVENTS

The Company has evaluated events and transactions for potential recognition or disclosure in the Statement of Direct Labor, Fringe Benefits, and General Overhead through November 6, 2014, the date the statement was available to be issued. No subsequent events requiring recognition or disclosure have been identified.

NOTE I - LIST OF DIRECT COSTS ACCOUNTS

The Company charges the following types of costs directly to projects:

- Sub-Consultants
- Mileage
- Job Supplies & Services
- Vehicle Costs
- Travel
- Lodging
- Meals
- Per Diem
- Postage & Delivery

As noted above, direct costs are coded to the corresponding project number so they may be segregated and accumulated in the Company's job order cost accounting system. The Company identifies a cost as a direct cost if it can be specifically identified with a particular final cost objective, i.e., a project related cost. It is irrelevant whether or not the costs are actually billed. Direct costs



Agenda Bill No. 15-037

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: March 23, 2015
SUBJECT: Resolution No. 2015-240; Purchase of Two New Pickup Trucks and Utility Service Bodies off of the Washington State Vehicle Contract

ATTACHMENTS:

- Resolution 2015-240
- Quote for Two New 2015 Pickup Trucks
- Quote for Two Utility Service Bodies
- Internet Sales Sheets 2008 and 2012 Pickup Trucks

Previous Council Review Date: N/A

Summary: During the 2015 budget process \$80,000 was appropriated to replace two (2) public works pickup trucks. The vehicles to be replaced and surplus to City needs are a 2000 Ford Ranger pickup (172,000 miles) and a 1990 Chevrolet pickup (104,539 miles).

The planned vehicle acquisition is to purchase two full size pickup trucks configured with a special utility service body. This configuration allows the vehicles to carry tools and supplies securely into the field and when not in use. The following two tables compare the value of acquiring a single new vehicle against the cost of acquiring a single used vehicle.

New Vehicle

Sales Agreement	Location	Year/Make/Model	Base Price	Sales Tax	Delivery Charge	Cost
WA State Contract	Longview, WA– N1	2015 Chevrolet Silverado ¾ ton PU – N2	\$24,364.00	2,022.21	Included	\$26,386.21
WA State Contract – N3	Tacoma, WA – N4	Utility Service Body	8,636.00	811.78	Included	9,447.78
Total:						\$35,833.99

Notes:

N1 – Bud Clary Chevrolet is located in Longview, WA where the sales tax rate is 8.3%.

N2 – Includes 36,000 or 36 month bumper-to-bumper warranty.

N3 – Utility service body is purchased and installed through a separate WA State contract.

N4 – PMI Truck Bodies, Inc. is located in Tacoma, WA where the sales tax rate is 9.4%.

The expected delivery of a new vehicle purchased off the Washington State vehicle contract is up to 120 days from the factory (*per Washington State Department of Enterprise Services*) and another 30 to 60 days after delivery of the vehicle to the utility service body installer. Thus, up to 180 days is expended before the purchased vehicle is configured to desired specifications and delivered to the City for placement in service.

Used Vehicle – N1

Sales Agreement	Location	Year/Make/Model	Base Price	Sales Tax	Delivery Charge– N2	Cost
Cashier's Check or Wire Transfer	La Puente, CA – N3	2008 Chevrolet ¾ Ton PU – N4	\$24,995.00	\$2,249.55	\$1,700.00	\$28,944.55
Purchase Order, Cashier's Check or Wire Transfer	Norco, CA – N5	2012 Chevrolet ¾ Ton PU – N6	29,995.00	2,399.60	1,700.00	\$34,094.60
Cashier's Check or Wire Transfer	Springfield, MO – N7	2012 Chevrolet ¾ Ton PU – N8	24,995.00	1,899.62	3,000.00	\$29,894.62

Notes:

N1 – Vehicles are available to purchase on February, 25, 2015, and should be used as illustrative examples of the cost of purchasing a used vehicle with the desired utility service body configuration, as these vehicles may no longer be available when this information is presented to Council for discussion.

N2 – Delivery charge set by on-line transport calculator and rounded to nearest \$100.00.

N3 – Atlantis Auto Sales, Inc. is located in La Puente, CA where the sales tax rate is 9.0%.

N4 – Vehicle has 53,679 miles and comes with a 30 day warranty on the engine and transmission.

N5 – Norco Truck Center is located in Norco, CA where the sales tax rate is 8.0%.

N6 – Vehicle has 53,416 miles and comes with 30 day warranty on engine and transmission.

N7 – WheelerAuto.com is located in Springfield, MO where the sales tax is 7.6%.

N8 – Vehicle has 58,219 miles and comes with a 30 day warranty on the engine and transmission.

The expected delivery of a used vehicle to the City of Pacific is up to 30 days from the date of the seller and shipper receiving payment. It is expected to take another 14 days to place the vehicle in service once received.

The Public Works Committee meeting discussed, at the March 4, 2015 meeting, the pros and cons of acquiring new or used vehicles. The Committee recommended unanimously that the City acquire two new replacement pickup trucks and utility service bodied vehicles for Public Works instead of acquiring used vehicles.

The attached resolution grants the Mayor authority to purchase two new replacement vehicles for Public Works through the State contract and the authority to delegate the purchasing transaction to the Public Works Manager.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-240.

Motion for Consideration: Move to approve Resolution No. 2015-240, to authorize the Mayor to purchase two new pickup trucks and utility service bodies off of the Washington State contract in an amount not-to-exceed \$40,000 per vehicle and to delegate the purchasing authority to the Public Works Manager to facilitate the transaction.

Budget Impact: The cost to acquire two new pickup trucks and utility service bodies will not exceed budget authority of \$80,000.

- Alternatives:**
- 1) Not approve the purchase of new vehicles and utility service bodies through State contract.
 - 2) Do not utilize State contract to acquire new vehicles and service bodies and solicit bids from local dealers.
 - 3) Purchase used vehicles and utility service bodies Off the Lot.

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2015-240

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE PURCHASE TWO NEW VEHICLES
AND UTILITY SERVICE BODIES OFF OF THE
WASHINGTON STATE VEHICLE AND UTILITY SERVICE
BODY CONTRACTS; AND AUTHORIZING THE MAYOR
TO PROCURE SAID VEHICLES**

WHEREAS, the 2015 Budget appropriated funding to replace two (2) public works pickup trucks; and

WHEREAS, the two replacement public works vehicles are to be configured with utility service bodies in order to securely carry tools and supplies; and

WHEREAS, a new vehicle so configured is estimated to cost up to \$40,000 per vehicle; and

WHEREAS, new vehicle procurement requiring special upfitting can take up to 180 days to complete before the acquired vehicle is placed in service; and

WHEREAS, adopted City Purchasing Policy Section 1.5.3 requires that purchases above \$25,000 require City Council approval; and

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

Section 1. The City Council hereby authorizes the Mayor to purchase two new pickup trucks and utility service bodies in an amount not-to-exceed \$40,000 per vehicle.

Section 2. The Mayor is hereby authorized to delegate the acquisition of the two new vehicles to the Public Works Manager in order to facilitate the purchasing transaction.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

APPROVED BY THE CITY COUNCIL ON March 23, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

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

Lance Newkirk

From: NOREPLY@des.wa.gov
Sent: Wednesday, March 11, 2015 4:01 PM
To: Lance Newkirk
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2015-3-192 - PACIFIC, CITY OF - 21723

Vehicle Quote Number: 2015-3-192 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 03813	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

Organization Information

Organization: PACIFIC, CITY OF - 21723
Email: lnewkirk@ci.pacific.wa.us

Color Options

Summit White - 2
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2315-825-001	2015 Chevrolet Silverado 3/4 Ton Pickup (2WD), Regular Cab	2	\$24,259.00	\$48,518.00
2315-825-008	Alternative Seating, 40/20/40 Split bench with lockable storage and power driver's seat. (AZ3)	2	\$375.00	\$750.00
2315-825-012	Cab and Chassis, Pickup Box Delete (No Trailer Hitch Receiver)(Factory Only- Incomplete Vehicle Tag) (Deduct) TRAILERING PKG (ZW9)	2	(\$600.00)	(\$1,200.00)
2315-825-024	Mirrors, Alternative (Telescoping Trailer Tow) POWER CAMPER STYLE (6P3)	2	\$215.00	\$430.00
2315-825-045	UpFitter Switches, 4 SWITCHES DASH MOUNTED (9L7) (CAN NOT BE ORDERED UNTILL AFTER FEBRUARY)	2	\$115.00	\$230.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$48,728.00
8.3 % Sales Tax:	\$4,044.42
Quote Total:	\$52,772.42

PMI Truck Bodies, Inc. (WA)
 2219 112th Street E.
 Tacoma, WA 98445-3731
 253-539-3339 / 253-539-3335 fax

QUOTE

DATE	WORK ORDER #
3/11/2015	7645

NAME / ADDRESS
City of Pacific 100 34th Avenue SE Pacific, WA 98047

Ship To

PO NUMBER	TERMS	REP
Lance N.	2% Net 30	JEM

DESCRIPTION	QTY	COST	Total
Washington State Contract #06107 Chassis Info: 2015 Chev 2500, 56" cab to axle, Regular cab, SRW, Gas Contract Items: Item 100 SB-98-79-49-38-VO (56 CA) SCELZI SIGNATURE SERIES SERVICE BODY PAINTED WHITE FOR SINGLE REAR WHEEL DRIVE: - 98" LONG X 79" WIDE X 49" CARGO AREA X 38" HIGH - VERTICAL COMPARTMENT CONFIGURATION WITH OPEN TOPS AND DIAMOND PLATE OVERLAY - THREE POINT LATCHING SYSTEM ON COMPARTMENT DOORS - GAS SHOCKS ON OPEN TOP COMPARTMENTS AND VERTICAL DOORS - SELF LEVELING DOUBLE PANEL TAILGATE - 6" STEP BUMPER POWDER COATED GRAY WITH INTEGRATED SEALED BEAM LIGHTING - SIX-POINT MOUNTING - THREE YEAR BULKHEAD TO BUMPER WARRANTY - INSTALLED ADDITIONAL FEATURES: - CONTRACT 10" STEP BUMPER IN LIEU OF 6" - CLASS IV RECEIVER (10000# MAX CAPACITY, 1000# MAX TONGUE WEIGHT) WITH 2" PINTLE COMBO HITCH - LED REAR TAIL LIGHT PACKAGE - 7-PIN FLAT TRAILER PLUG Item 145 WHELEN 2022 HPA AMBER BEACON (1EA) (PN: 2022HPA) - INSTALLED ON CAB GUARD, BOTH SIDES - WIRED TO UPFITTER SWITCH (SWITCH NOT INCLUDED) - MOUNTING PLATE NOT INCLUDED	2	7,836.00	15,672.00T
	4	162.50	650.00T

DISCLAIMERS:
 - SIGNED QUOTE NOT VALID WITHOUT CHASSIS BUILD SHEET (ASK SALES FOR REQUIREMENTS)
 - LEAD TIMES ARE APPROXIMATE AND SUBJECT TO PRODUCT AVAILABILITY
 - REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO ADDITIONAL CHARGES
 - PRICES SUBJECT TO CHANGE W/O NOTICE.
 - NO RETURNS OR CANCELLATIONS ON CUSTOM ORDERS, NON CUSTOM ORDERS SUBJECT TO 35% RESTOCKING FEE
 - CREDIT CARDS NOT ACCEPTED

Subtotal
Sales Tax (9.4%)
Total

Signature: _____

Date: _____

PMI Truck Bodies, Inc. (WA)
 2219 112th Street E.
 Tacoma, WA 98445-3731
 253-539-3339 / 253-539-3335 fax

QUOTE

DATE	WORK ORDER #
3/11/2015	7645

NAME / ADDRESS
City of Pacific 100 34th Avenue SE Pacific, WA 98047

Ship To

PO NUMBER	TERMS	REP
Lance N.	2% Net 30	JEM

DESCRIPTION	QTY	COST	Total
Item 196 DEDUCTION FOR SINGLE REAR WHEEL DRIVE	2	-440.00	-880.00T
Non-Contract Items: ALUMINUM CAB GUARD FOR OPEN TOP COMPARTMENTS - EXTRUDED TUBE FRAME WITH METAL INSERT AND (1) BEACON MOUNT EACH SIDE - INSTALLED	2	915.00	1,830.00T

DISCLAIMERS:
 - SIGNED QUOTE NOT VALID WITHOUT CHASSIS BUILD SHEET (ASK SALES FOR REQUIREMENTS)
 - LEAD TIMES ARE APPROXIMATE AND SUBJECT TO PRODUCT AVAILABILITY
 - REVISIONS AFTER APPROVAL DATE ARE SUBJECT TO ADDITIONAL CHARGES
 - PRICES SUBJECT TO CHANGE W/O NOTICE.
 - NO RETURNS OR CANCELLATIONS ON CUSTOM ORDERS, NON CUSTOM ORDERS SUBJECT TO 35% RESTOCKING FEE
 - CREDIT CARDS NOT ACCEPTED

Subtotal	\$17,272.00
Sales Tax (9.4%)	\$1,623.57
Total	\$18,895.57

Signature: _____
 Date: _____

1155 N. Hacienda Blvd. La Puente CA 91744

Atlantis Auto Sales Inc.

Phone: 626-917-2008

Email: sales@atlantiscargovans.com

08 CHEVROLET 2500 HD UTILITY

Internet Price: \$24,995

Stock Number: 7333
Vin: 1GBHC24K08E116772
Bodystyle: **UTILITY**
Transmission: Automatic
Engine: 6.0L V8
Fuel: Gas
Mileage: 53,679



Technical Specifications

Features Guide

Atlantis Auto Sales Inc.
1155 N. Hacienda Blvd.
La Puente CA 91744

Phone: 626-917-2008
Email: sales@atlantiscargovans.com

* While every reasonable effort is made to ensure the accuracy of these data, we are not responsible for any errors or omissions contained on these pages. Please verify any information in question with a dealership sales representative.

2012 CHEVROLET C2500 UTILITY TRUCK - SERVICE TRUCK in NORCO, CALIFORNIA

DETAILS

FINANCING

SHIPPING

SHARE THIS

CONTACT SELLER



Price: \$29,995 Specification

Year: 2012
 Make: CHEVROLET
 Model: C2500
 Class: CLASS 2 (GVW 6000-7000)
 Category: Utility Truck - Service Truck
 Mileage: 53416
 New/Used: U

More

[Get a CARFAX Record Check](#)

Seller Information

Norco Truck Center

(888) 617-0250

Reference Stock #: 2474A

2075 Hammer Ave
 NORCO, CA
 92860 [\(Map\)](#)



[See All Inventory](#) | [Visit Dealer Web Site](#)

www.NorcoTruckCenter.com Over 400 Commercial Trucks & Vans in Stock!!! Call us at 888-617-0250
Contact Seller *required

Hello, I'm interested in your 2012

CHEVROLET C2500 Stock #:2474A.

Please contact me

at your earliest convenience, you can

reach me at Phone or at

Email

Comments

I have a trade in

Would you like to get our newsletter and special offers via email? Thank you, Full Name

6 8 4 8

Type image number

Send

Find Similar Trucks [new search](#)



2015 CHEVROLET SILVERADO 2500HD
 Utility Truck - Service Truck
\$39,775 Lake Elsinore, CA



2015 CHEVROLET SILVERADO 2500HD
 Utility Truck - Service Truck
\$32,990 Gainesville, GA



2015 CHEVROLET SILVERADO 2500HD
 Utility Truck - Service Truck
\$39,775 Lake Elsinore, CA



2008 Chevrolet Silverado 2500HD
 Utility Truck - Service Truck
\$22,900 Frankfort, KY



2006 CHEVROLET SILVERADO 2500HD
 Utility Truck - Service Truck
\$16,700 Orlando, FL



2005 FORD F350
 Utility Truck - Service Truck
\$8,900 Hialeah, FL



2009 GMC Sierra 2500HD
 Utility Truck - Service Truck
\$19,900 Frankfort, KY



2010 Ford F-250 SD
 Utility Truck - Service Truck
\$19,900 Frankfort, KY



2007 Chevrolet SILVERADO 2500HD
 Utility Truck - Service Truck
\$13,900 Mount Gilead, NC



More

Description

YOU ARE LOOKING AT A 2012 CHEVROLET C2500 WITH A UTILITY BED. THIS VEHICLE HAS A AUTO TRANSMISSION, V8, 6.0L; FFV ENGINE WITH 53416 MILES. THE DRIVETRAIN IS: RWD. PLEASE CALL NORCO TRUCK CENTER FOR MORE INFORMATION AT (951) 372-0354 OR COME SEE US AT - 2075 HAMNER AVE. NORCO, CA. 92860 -

2012 CHEVROLET C2500 PICKUP TRUCK in SPRINGFIELD, MISSOURI

DETAILS

SHIPPING

SHARE THIS

CONTACT SELLER



Price: \$24,995 Specification

Year: 2012
 Make: CHEVROLET
 Model: C2500
 Class: CLASS 2 (GV
 Category: Pickup Truck
 Engine Make: Chevrolet
 Engine Size: 6.0 Liters cc
 Mileage: 58219
 New/Used: U
 Color: white
 Engine Model: 6.0
 Fuel Type: Gasoline
 Transmission Speed: Auto-5Spd
 Axles: 4x2
 Rear Axles: 21,000 lbs or Less
 Suspension: Spring
 Price: \$24,995

▲ Less

Seller Information

WeBuyWorkTrucks.com

(877) 461-1659

Reference Stock #:
P4186



1610 E. St. Louis Street
 Springfield, MO
 65802 [Map](#)

[See All Inventory](#) | [Visit Dealer Web Site](#)

At WeBuyWorkTrucks.com *required

Hello, I'm interested in your **2012**

CHEVROLET C2500 Stock # **P4186**.

Please contact me

at your earliest convenience, you can

reach me at or at

Comments

I have a trade in

Would you like to get our newsletter and special offers via email?

Thank you,

2721

Send

Send us Feedback!



More

Description

2012 Chevrolet C2500HD 2wd utility truck with 58219 miles

Find Similar Trucks [new search](#)



2015 Ford Superduty Commercial F250 Platinum
 Pickup Truck
\$62,124
 Apopka, FL



2015 Ram 1500
 Pickup Truck
\$26,505
 Costa Mesa, CA



2004 Chevrolet Silverado 2500HD
 Pickup Truck
Call for Price
 New Waterford, OH



2014 Ram 2500
 Pickup Truck
\$61,295
 Mt Airy, MD



2015 Chevrolet SILVERADO 2500
 Pickup Truck
\$39,450
 East Peoria, IL



2006 Chevrolet DURAMAX CREW CAB 4x4 DRW PICKUP JUST 40k
 Pickup Truck
\$29,990
 Franklinton, NC



2015 Ford Super Duty F-250
 Pickup Truck
\$56,425
 Canton, NC



2015 Chevrolet Silverado 2500HD
 Pickup Truck
\$45,755
 Shreveport, LA



2007 Chevrolet Express
 Pickup Truck
\$7,995
 Abington, MA



Agenda Bill No. 15-038

TO: Mayor Guier and City Council Members
FROM: Jack Dodge, Community Development Manager
MEETING DATE: March 23, 2015
SUBJECT: Legal Nonconforming Uses – Proposed Revisions

ATTACHMENTS: 1. Ordinance 2015-1895

Previous Council Review Date/s: 3/16/15
PC Review Dates: 1/27/15, 2/24/15 (Public Hearing)
Governance Committee: 12/9/14

Previous Planning Commission Review Date: 1/27/15

Summary: The current “Legal Nonconforming Use” provisions are located under Chapter 16.12 of the Pacific Municipal Code (PMC). The nonconforming use regulations were last updated in 2005 and need to be updated to provide clarity and meet current legal requirements. Revisions to the regulations are summarized below:

- The current regulations are found under Title 16 of the PMC. Title 16 relates to permit processing procedures. The legal nonconforming use provisions regulate the use of property. Title 20 - Zoning regulates the use of property. The legal nonconforming use regulations will be located under Title 20 of the PMC.
- The revised code provides a process to obtain a nonconforming use determination from the City (20.12.060 through 20.12.120). This determination is not mandatory.
- Provides a definition for a “legal nonconforming use” of property and for a “legal nonconforming structure”. Current code provisions do not provide definitions.
- Establishes clear criteria to determine when a “legal conforming use” has been discontinued or abandoned.

The proposed regulations have been reviewed by both the Governance Committee and the Planning Commission. Both the Governance Committee and Planning Commission recommend approval of the proposed revisions.

Recommended Action:

1. Approved Ordinance 2015-

Recommended Motion:

1. I move that the Council approved Ordinance 2015- 1895 amending the City legal nonconforming use regulations.

**CITY OF PACIFIC
WASHINGTON**

ORDINANCE NO. 2015-1895

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO LAND USE AND ZONING, CLARIFYING THE DEFINITIONS OF NONCONFORMING USES AND STRUCTURES; ADDING A PROCEDURE FOR THE ESTABLISHMENT OF A NONCONFORMING USE FOR THE RECORD; IDENTIFYING RESTRICTIONS ON NONCONFORMING USES AND STRUCTURES; ESTABLISHING THE CRITERIA FOR A PERMIT TO RECORD A NONCONFORMING USE OR STRUCTURE, DESCRIBING THE PERMIT APPLICATION PROCEDURE, REPEALING CHAPTER 16.12 OF THE PACIFIC MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 20.12 OF THE PACIFIC MUNICIPAL CODE.

WHEREAS, the City desire to revise and clarify its regulations relating to nonconforming uses and structures; and

WHEREAS, on December 26, 2014, the City's SEPA Responsible Official issued a threshold decision of nonsignificance which was not appealed; and

WHEREAS, on December 12, 2014, a copy of this ordinance was sent to the Washington State Department of Commerce, pursuant to RCW 36.70A.106; and

WHEREAS on February 24, 2015, the Planning Commission held a public hearing on this Ordinance and made a recommendation to the City Council; and

WHEREAS, on March 16, 2015, the City Council considered the Planning Commission's recommendation and this ordinance at a workshop; and

WHEREAS, on March 23, 2015, the City Council approved the changes the legal nonconforming uses regulations; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Chapter 16.12 of the Pacific Municipal Code is hereby repealed.

Section 2. A new chapter 20.12 is hereby added to the Pacific Municipal Code,

which shall read as follows:

**Chapter 20.12
NONCONFORMING USES AND STRUCTURES**

Sections:

20.12.010 Non-Conforming Uses and Structures – Purpose.

20.12.020 Definitions.

20.12.030 Establishing a Legal Non-Conforming Use or Structure for the Record.

20.12.040 Restrictions on Legal Non-Conforming Uses.

20.12.050 Restrictions on Legal Nonconforming Structures.

20.12.060 Permit Required.

20.12.070 Administration of Nonconforming Permits.

20.12.080 Requirements for Complete Application.

20.12.090 Criteria for Approval – Establish Nonconforming Use or Structure for the Record.

20.12.100 Final Decision.

20.12.110 Appeals.

20.12.010 Non-Conforming Uses and Structures – Purpose.

This Chapter provides standards and procedures for identifying non-conforming situations, establishing restrictions on the alteration or expansion of a non-conforming situation, specifying when a nonconforming situation must be brought into compliance with the Code. This Chapter also establishes a process for a property owner to obtain a determination that a use or structure is legally nonconforming so that the property owner may use such determination for purposes of property sale/transfer, or to defend in a code enforcement action.

20,12.020 Definitions.

A. Legal Nonconforming Use -- Definition. A legal nonconforming use is a use which was lawful under the City Municipal Code or the King and Pierce County Codes when established, and which has lawfully existed and been maintained thereafter, although it does not comply with the current City Zoning and Building Codes. The use of property must actually be established on the effective date of the Code to qualify as a nonconforming use thereafter. To establish a valid nonconforming use, the use must have been more than intermittent or occasional prior to the change in the Code.

B. Legal Nonconforming Structure -- Definition. A legal nonconforming structure is

a structure which was lawful under the City Municipal Code or the King and Pierce County Codes when established, which lawfully existed and has been maintained thereafter, although the structure could not be built under the current City Zoning and Building Codes by reason of restrictions on lot area, lot coverage, height, yard, equipment, access, parking, landscaping, its location on the lot or any other development standards in the current Codes.

20.12.030 Establishing a Legal Nonconforming Use or Structure for the Record.

- A. Permit Required. A landowner may establish that he/she has a valid nonconforming use or structure for the record by obtaining the permit described in Section 20.12.060 through 20.12.120.

- B. Abandonment or Discontinuance. In order to establish a legal nonconforming use or structure, the use or structure must not have been abandoned or discontinued, under the criteria in Section 20.12.040(C).

- C. Destruction. Should a nonconforming use, structure or nonconforming portion of a structure be destroyed by any means to an extent more than fifty (50) percent of its replacement cost at the time of its destruction, as determined by the City Building Official, it shall be reconstructed only in conformity with this Code, and only under the following conditions: (1) a complete application for a building permit is filed with the City within twelve months after the damage occurred, and the permit issues, with not more than one 180-day extension; (2) the cause of the damage or destruction was not the act of the owner or the owner's agent; (3) the cause of the damage or destruction was not due to the ongoing neglect of the owner or the owner's agent.

- D. Enforcement. If a landowner is not able to establish a legally nonconforming use or structure, or, if the City proves that a legal nonconforming use or structure was abandoned or discontinued, then the use or structure may be subject to an enforcement action. In this enforcement action, the landowner will either be required to terminate the use, demolish the structure or conform the structure to the requirements of this Code.

- E. Applicability of New Regulations to Legal Nonconforming Uses and Structures. Legal nonconforming uses and structures have only a vested right not to have the use, structure or development immediately terminated when a new Code provision is adopted prohibiting the use or structure. The use or structure may still be subject to newly adopted reasonable police power regulations.

A legal use of land does not become nonconforming because the zone in which it is located is changed to a zoning district which requires a conditional use permit for the use. However, any alteration, expansion or intensification of a conditional use must follow the process in chapter 20.20 PMC for approval of a conditional use permit.

20.12.040 Restrictions on Legal Nonconforming Uses.

A. Enlargement, increase, intensification and extension prohibited. A legal nonconforming use may not be enlarged, increased, intensified or extended to occupy a greater area of land or space than was occupied at the effective date of adoption or amendment of this Code. No additional structure, building or sign shall be constructed on the lot in connection with such nonconforming use of land.

B. Use cannot be moved to new location. No legal nonconforming use shall be moved in whole or in part to any portion of the building or lot other than that occupied by such use at the effective date of adoption or amendment of this Code.

C. No discontinuation or abandonment. The legal nonconforming use of land cannot be discontinued or abandoned for any reason for a period of more than one hundred-eighty (180) days or more. For purposes of calculating the 180-day period, a use is discontinued or abandoned upon the occurrence of the first of any of the following events:

1. On the date when the use of land is physically vacated;
2. On the date the use ceases to be actively involved in the sale of merchandise or the provision of services;
3. On the date of termination of any lease or contract under which the nonconforming use has occupied the land; or
4. On the date a request for final reading of water and power meters is made to the applicable utility districts.

Uses which vary seasonally (such as agricultural uses) shall be deemed abandoned if the seasonal use is not utilized during one full season, consistent with the traditional use.

D. Application of Code Criteria and Standards. If the use is discontinued or abandoned for any reason for a period of more than one hundred-eighty days, any subsequent use of land shall conform to the applicable standards and criteria specified by this Code for the land use district in which such land is located.

20.12.050 Restrictions on Non-conforming Structures.

A. Alterations and Maintenance. A nonconforming structure may not be enlarged or altered in a way that increases its nonconformity, but any structure or portion thereof may be enlarged or altered in a way that satisfies the current requirements of this Code or in a way that will not increase its nonconformity. Ordinary maintenance and repair shall be permitted.

B. Roadway Access. The owner of a non-conforming access connection (i.e., street or highway access) may be required to bring the non-conforming access into conformance with this Code and other applicable standards as a condition of the City or other

roadway authority approving a new access connection permit, or a change in land use.

C. Relocation or Removal. Should the nonconforming structure be moved for any reason and by any distance, it shall thereafter conform to the regulations of this Code. However, a structure may be moved on the same site without full compliance if the movement reduces the degree of nonconformity with the Code.

D. Historic Structures. Nothing in this Chapter shall prevent the full restoration by reconstruction of a building or structure which is either listed on the National Register of Historic Places, the Washington State Register of Historic Places, or the Washington State Cultural Resource Inventory, as shown in a historical survey meeting the standards of the State Department of Archaeology and Historic Preservation. "Restoration" means reconstruction of the historic building or structure with as nearly the same visual design appearance and materials as is consistent with full compliance with the State Building Code and any code provisions adopted by the City on the subject of Historic Preservation. The reconstruction of all such historic buildings and structures shall comply with the life safety provisions of the State Building Code.

E. Mobile Homes or Manufactured Homes. Any mobile home or manufactured home located in a residential district which is a legal nonconforming use may be replaced with an approved manufactured home that conforms to the applicable requirements of PMC Titles 17 and 20.

20.12.060 Permit Required. A property owner may obtain a nonconforming determination to establish a legal nonconforming use or structure for the record. This determination is not required, unless the City has brought a code enforcement action relating to the property. In such event, the property owner has the burden to follow the procedures set forth herein to establish that the condition of the property is legally nonconforming. The Director may place the code enforcement action in abeyance for a reasonable time in order to allow a property owner to gather the necessary information to demonstrate that the property is legally nonconforming.

20.12.070 Administration of Nonconforming Permits. The Director is authorized and directed to administer the provisions of this Chapter relating to Nonconforming Permits. There is no public hearing prior to the final decision, and after issuance of the final decision, the appeal of such decision shall be forwarded to the Hearing Examiner in an open record hearing, under the procedures set forth in chapter 16.06. Because the processing of these permit applications requires the submission of different information for approval, imposes different burdens on the applicant and the City, and varies in other material respects from the processing of a project permit application, these permits are exempt under RCW 36.70B.140 from all project permit processing requirements (identified in Title 16 PMC), other than those set forth in this chapter.

20.12.080 Requirements for a Complete Application. A complete application for a Nonconforming Permit application shall include:

- A. Application form. Five (5) copies of a completed application form;
- B. Date, name, address, telephone number and e-mail of the applicant;
- C. Name, address, telephone number and e-mail of the owner of the property identified in the application;
- D. Legal description, street address and Assessor's Parcel Number of the subject property;
- E. The use of the subject property or structure on the subject property that is allegedly legally nonconforming. Description and photographs of existing site conditions, any plans, information and/or relevant to the proposed applicant's demonstration of a legal nonconforming use/structure;
- F. Information demonstrating that (1) the use is not permitted outright under the City's Code, including, but not limited to, the use standards of the current zoning or applicable district; (2) the current Zoning Code or Building Code standards for the use or structure are not met; and (3) the use has not been abandoned or discontinued for the period identified in Section 20.12.040(C).
- G. Proof of legal nonconforming status, including, but not limited to, planning permits/approvals, building permits, leases, aerial maps showing the structure and footprint, listings in business or phone directories (or directory with a list of businesses and residents referenced by address), etc.
- H. If the application is for a remodel, a complete description of the proposed remodeling relating to such section(s) of the structure or the entire structure;
- I. The applicant's narrative statement describing the manner in which the application satisfies the criteria for approval in the applicable section of this Chapter;
- J. A SEPA Checklist (unless categorically exempt);
- K. The application fee established by the City.

20.12.090 Criteria for Approval – Permit to Establish Legal Nonconforming Use or Structure for the Record.

A. Criteria. A permit will be approved establishing the legal nonconforming status of the use or structure if the applicant demonstrates:

- 1. That the use or structure satisfies the definition for a legal nonconforming use in Section 20.12.200; and
- 2. That the use or structure has been in existence and maintained continuously, with no interruption that would constitute abandonment or discontinuance under either former or current City Codes.

B. Acceptable Documentation. The City may accept the following as documentation of the existence of a use from a time when it would have been permitted outright and as documentation of its uninterrupted continuation:

- 1. Signed written statements from persons having no financial interest in the property and who are not relatives of the applicant or property owner. Notarization is not required.

2. Occupancy listing from the Polk Directory or Reverse Telephone Directories.
3. Business and/or licensing records.
4. County records showing the previous permitted use if the property was formerly not part of the City.
5. Assessment records.
6. Evidence of more than one electric or gas meter or sewer hookup.
7. Other evidence that the Director deems useful and reliable, based on the circumstances of the individual case. Examples include, but are not limited to, photographs, U.S. Census reports, and signed written statements of experts.

It is the responsibility of the applicant to furnish at least two different types of documentation from the sources listed above. The City may, in its discretion, require further documentation if the documentation submitted by the applicant does not demonstrate the existence of the use from a time when it was permitted outright, or fails to show continuous, uninterrupted maintenance of the use. The City may also accept only one type of documentation from the sources listed above, if that documentation is particularly persuasive. Any number of written, signed statements, however, are not sufficient by themselves to document the existence of a use.

20.12.100. Final Decision. Because this procedure is exempt under RCW 36.70B.140, there is no deadline for the City's issuance of a final decision.

20.12.110. Appeals. An open public hearing shall be held on an appeal of the Director's decision to grant or deny a permit under this chapter, as described in Chapter 16.20.¹

Passed by the City Council of the City of Pacific, the 23rd day of March, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 15-039

TO: Mayor Guier and City Council Members
FROM: Paula Wiech, Planner
MEETING DATE: March 23, 2015
SUBJECT: **Park Board Support for a 2015 Earth Day Event**

ATTACHMENTS:

Resolution No. 2015-241, Approving the Park Board's support of the 2015 Earth Day event.

Previous Council Review Date: 2/2/15, 3/16/15

Parks Board: 3/17/15

Summary: Park Board duties are established by Pacific Municipal Code (PMC) Chapter 2.38.050 Powers and Duties; and PMC 2.38.050 (D) provides that the Board shall perform such other services and studies as may be requested by the City Council.

Earth Day Event, Resolution No. 2015-241: To engage the community with their parks, open space and trails, the Park Board has, with other organizations, supported an annual Earth Day (April 22nd) event for many years. This year's Earth Day Network theme is "It's Our Turn to Lead." Pacific's event is still being planned. Suggestions include parks clean up, recycling/trash drop off, a lunch, and other activities to involve all members of the community. It is scheduled for Saturday, April 25, 2015. The Parks Board discussed Earth Day on 3/17/15. The Board expressed their support of Earth Day and will assist in its activities.

Recommendation/Action:

Approve Resolution No. 2015-241, as amended.

Motion for Consideration: I move to approve Resolution No 2015-241 Pacific Park Board support of the April 25, 2015 Earth Day event.

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 15-0XX

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE
PARK BOARD'S PARTICIPATION IN THE 2015 EARTH DAY EVENT**

WHEREAS, the Park Board duties are established by Pacific Municipal Code Chapter 2.38.050 Powers and duties; and

WHEREAS, 2.38.050 (D) provides that the Board shall perform such other services and studies as may be requested by the City Council; and

WHEREAS, as a mechanism to engage the community of Pacific to take pride in their city, the Park Board would like to support the City's annual "Earth Day" event. The event, which will include a lunch and other activities to educate and involve all members of the community, is slated to be held on April 25, 2015; and

WHEREAS, as a result of this "support" and the benefit to City facilities, fees associated with the use of the City Hall Campus facilities, will be gratis in accordance with the terms of the most recently adopted City Fee Schedule; and

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

Section 1. The Pacific City Council hereby requests the Park Board to support and assist in the planning for the annual Earth Day event, to be held on April 25, 2015.

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 23rd DAY OF MARCH 2015.**

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

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

Approved as to Form

Carol Morris, City Attorney

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



Agenda Bill No. 15-040

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: March 23, 2015
SUBJECT: **SCORE Jail Facility Inmate Housing Agreement**

ATTACHMENTS:

- **Resolution No. 2015-242**
 - **Original SCORE Agreement**
 - **Amendment To Agreement For Inmate Housing**
-

Previous Council Review Date: N/A

Summary: The daily bed rate for 2012, 2013 and 2014 was \$90. There is an increase in 2015 of 8%, \$97. Bookings and all medical care is included in the agreement. Pacific uses the SCORE facility exclusively.

Recommended Action: Allow Mayor Guier to sign the 2015 agreement.

Motion for Consideration: "I move to authorize the execution of an amendment to the agreement with SCORE for inmate housing."

Budget Impact: It is unpredictable, but at most it would increase the annual cost by 8%.

Alternatives: Use alternative jails which have no medical care and charge booking fees.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-242

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT
TO THE SCORE JAIL FACILITY AGREEMENT FOR 2015.**

WHEREAS, the City of Pacific Police Department depends on quality inmate housing at a reasonable rate, and

WHEREAS, medical expenses in facilities other than SCORE can be immense, and

WHEREAS, all medical expenses and prescriptions are included in the daily rate at SCORE, and

WHEREAS, an alternative to utilizing SCORE is the King County Jail and the booking fees and daily rates are \$146.65 and \$217.46, respectively.

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

Section 1. The Pacific City Council hereby authorizes the Mayor to sign and enter into the 2015 Amendment to the SCORE Agreement, attached as Exhibit A.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 23rd DAY OF MARCH, 2015.**

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED TO FORM:

Carol Morris, City Attorney

AGREEMENT FOR INMATE HOUSING -- 2012 -- 2020

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the City of Pacific, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "[City]," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the [City] will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the [City] for the period January 1, 2012 through December 31, 2020.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the [City]'s custody of a [City] Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

[City] Inmate – a person subject to [City] custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include [City] Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical housing or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept [City] Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those [City] Inmates pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return [City] Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a [City] Inmate or to return a [City] Inmate to the [City] if the [City] Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the [City] at least one business day prior to transport if a [City] Inmate is being returned to the [City]. The cost of transport shall be paid by the [City].

5. Inmate Transport. The [City] is responsible for the transportation of [City] Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the city of arrest, or the city of residence, whichever is closer, unless confirmed transportation is available at the time of release. The [City] will designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable.

6. Inmate Medical Records. Should a [City] Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the [City] shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if [City] Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the [City] cannot provide such records, SCORE, in its sole discretion, may refuse to accept a [City] Inmate.

7. Inmate Property. SCORE shall accept [City] Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for [City] Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each [City] Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a [City] Inmate is being transported from a [City] designated detention or correction facility, it will be the responsibility of the [City] to process the [City] Inmate's property not delivered and accepted into SCORE's possession. When returning [City] Inmates to the [City], SCORE shall transport [City] Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the [City] Inmate's property not transported with the [City] Inmate.

8. Booking. [City] Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the [City] Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a [City] Inmate is entitled. The information is to be used for third party billing.

9. Classification. [City] Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The [City] shall provide information regarding each [City] Inmate as specified in **Attachment C – Classification**.

10. Housing. [City] Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign [City] Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards if accredited.

[City] Inmates shall be responsible for co-payment for health services according to SCORE policy. The [City] shall not be responsible to SCORE for [City] Inmate co-payments. No [City] Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the [City]'s designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a [City] Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The [City] shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the [City] within a reasonable time period before the [City] Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The [City] acknowledges that such notice may not be reasonably possible prior to emergency care.

The [City] shall pay for all medical, mental health, dental or any other medical services that are required to care for [City] Inmates outside of the SCORE Facility. Lack of prior notice shall not excuse the [City] from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for [City] Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the [City], which will be solely responsible to recoup these expenses from other jurisdictions

13. Inmate Discipline. SCORE shall discipline [City] Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the [City].

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, [City] Inmates shall not be removed from the SCORE Facility without written authorization from the [City] or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a [City] Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the [City] Inmate's emergency removal, SCORE shall notify the [City] by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of [City] Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be **available** to [City] Inmates to communicate with their legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each [City] Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a [City] Inmate's account. Upon returning custody of a [City] Inmate to the [City], SCORE shall transfer the balance of that [City] Inmate's account that is not subject to charges, to the [City] Inmate or to the [City] in the form of cash, check, debit card or other agreed upon methods in the name of the [City] Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the [City] may allow SCORE (or SCORE's contracted representative) to install the equipment necessary for use of the system. The [City] shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The [City] shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers.**

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release.**

SCORE shall not transfer custody of a [City] Inmate housed pursuant to this Agreement to any party other than the [City], except as provided in this Agreement or as directed by the [City].

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. [City] is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a [City] Inmate escapes SCORE's custody, SCORE shall notify the [City] as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped [City] Inmates.

23. Death. If a [City] Inmate dies while in SCORE custody, SCORE shall notify the [City] as soon as reasonably possible. The King County Medical Examiner shall assume custody of the [City] Inmate's body. Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the [City] with a report of its investigation. The [City] may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or

otherwise facilitate the [City]'s communication with and receipt of reports from the other agency.

The [City] shall provide SCORE with written instructions regarding the disposition of the [City] Inmate's body. The [City] shall pay for all reasonable expenses for the preparation and shipment of the body. The [City] may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the [City] shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the [City] to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. [City]'s Right of Inspection. The [City] shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the [City] may interview [City] Inmates and review [City] Inmates' records. The [City] shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless [City] is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the [City] may each permit the other continuous access to its computer database regarding all [City] Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the [City] and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE's commitment to house [City] Inmates, the [City] shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. **Guaranteed Bed Rate:**

2012 - 10 year Guaranteed Rate	\$125
Number of Guaranteed Beds	0

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the [City]. The Guaranteed Rate for all years after 2012 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Guaranteed Rate will not exceed 11% above the Member City's rate. [City]'s use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a [City] Inmate requires out of facility medical, dental or mental health services, the [City] shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the [City]'s Inmates.

The [City] may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house [City] Inmates in excess of the [City]'s minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2012 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the [City] average thirty-five percent or more of its City Inmates in Specialty Housing for any month, the [City] will pay a Specialty Housing surcharge based upon that population. The Specialty Housing surcharge will be established on an annual basis, no later than July 1 of each year, at a rate not to exceed 50% of the Non-Guaranteed Bed Rate.

29. Billing and Payment. SCORE shall provide the [City] with monthly statements itemizing the name of each [City] Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the [City] electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for [City] Inmates housed for more on charges from multiple Cities will be divided equally among those Cities.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36 C:

For billing and other disputes:

A. [City] must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the [City] shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the [City] must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract Cities to represent the contract Cities. At the time set for election of the at-large members, only the representatives of the contract Cities, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from January 1, 2012, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2020 unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the [City].

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the [City] for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the [City] under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the [City], its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any [City] Inmate, or loss or damage to [City] Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The [City] shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any [City] Inmate, or loss or damage to [City] Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the [City], its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the [City]'s services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the [City] and SCORE in connection with or incidental to the performance or non-performance of the [City]'s and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the [City] and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the [City] hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

35. Insurance. SCORE and the [City] shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the [City] shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. **Mutual Agreement:** This Agreement may be terminated by mutual written consent between SCORE and the [City] with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected [City] Inmates.

B. **Imperiling Conditions:** The [City] shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the [City]'s Inmates ("Imperiling Conditions"); 2) the [City] has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the [City]'s notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the [City] has removed its Inmates; and 3) the [City] has given SCORE formal written notice of final termination pursuant to this section 36(B).

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

37. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with

Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

39. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the [City], which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

40. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

41. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

43. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the [City Manager or Mayor] and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2012, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the [City] and SCORE under which SCORE houses [City] Inmates and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

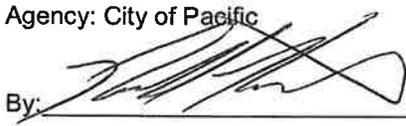
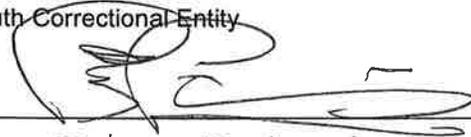
This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Mayor Richard Hildreth
100 3rd Ave East
Pacific, WA 98047
Phone: 253-929-1108

TO SCORE: Director
20817 17th Avenue South
Des Moines, Washington 98198
Phone: (206) 257-6200
Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

SIGNATURE BLOCKS	
Agency: City of Pacific	South Correctional Entity
By: 	By: 
Printed: Richard Hildreth	Printed: Peter B. Lewis
Title: Mayor	Title: Presiding Officer
Date: November 17 th , 2011	Date: 12/14/2011

ATTACHMENT A
MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B
PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the [City] according to these criteria.

ATTACHMENT C
CLASSIFICATION

The [City] shall supply SCORE with the following Classification related information, if known to or in possession of the [City]:

1. If the [City] Inmate has been classified to a special housing unit and/or if the [City] Inmate has been classified as protective custody.
2. If the [City] Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the [City] Inmate is an escape risk.

ATTACHMENT D

BORROWING

One contracting City may "borrow" another contracting City's Inmate as follows:

1. If a contracting City requests the transport of another contracting City's Inmate from SCORE the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting City, it is the responsibility of the requesting City to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting City shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting City, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting City shall provide SCORE with sentencing/charge information. The requesting City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to a city that also contracts with the SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to [City] Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a [City] Inmate, the Booking Officers shall review all paperwork provided by the [City] for all grounds to hold the Inmate.
2. Prior to releasing a [City] Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the [City], transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the [City] Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the [City] Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the [City], the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. [City] Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release [City] Inmates as follows:

1. To the [City] for return to the Inmate's residence or city of arrest.
2. [City] Inmates for whom bail is posted, or who otherwise have a right to be released may:
 1. a) choose to remain in custody, by signing written waiver, and return to [City] by the regularly scheduled transport
 2. b) be released to a family member or friend with confirmed transportation
 3. c) be released via private taxi

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "First Amendment"), dated Nov. 13, 2012, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **CITY OF PACIFIC**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party"), and amends that certain Agreement for Inmate Housing effective for the period between January 1, 2012 and December 31, 2021 by and between the Parties (the "Original Agreement").

WHEREAS, this Agreement is made in accordance with chapters 39.34 and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility (the "Facility"); and

WHEREAS, at a regular meeting held on March 28, 2012, the Administrative Board of SCORE (the "Board") approved a new rate structure for inmate housing at the Facility; and

WHEREAS, the Parties now desire to amend the Original Agreement to reflect the new rate structure as set forth herein;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01. Definitions. All capitalized words and phrases, including those in the recitals, not otherwise defined herein shall have the meanings given to them in the Original Agreement.

Section 1.02. Amendments to Original Agreement.

(a) Amendment to Section 27 (Bed Rate). Section 27 of the Original Agreement is hereby replaced in its entirety with the following:

27. Bed Rate. In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

A. **Guaranteed Bed Rate:**

2013 - 10 year Guaranteed Rate \$90.00

Number of Guaranteed Beds 2

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the City. The Guaranteed Rate for all years after 2013 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout

the contract period the Guaranteed Rate will not exceed 11% above the Member City's rate. City's use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services. In the event a City Inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house City Inmates in excess of the City's minimum bed commitment.

B. Non-Guaranteed Bed Rate:

	2012
5 years	\$135
3 years	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2013 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

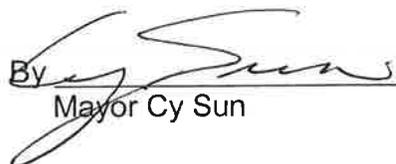
(b) Clerical Edits. References to "[City]" throughout the Original Agreement are hereby replaced in their entirety with "City" (the intent of this edit is to remove unnecessary brackets).

Section 1.03. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.02 of this First Amendment shall be effective beginning October 1, 2012.

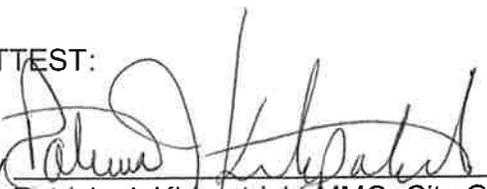
Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF PACIFIC

By 
Mayor Cy Sun

ATTEST:

By 
Patricia J. Kirkpatrick, MMC, City Clerk

APPROVED AS TO FORM:

By _____
Kenyon Luce, City Attorney

SOUTH CORRECTIONAL ENTITY

By 
Mayor Denis Law, Presiding Officer,
SCORE Administrative Board



SOUTH CORRECTIONAL ENTITY
Serving the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

December 13, 2012

City Clerk
City of Pacific
100 3rd Ave. SE
Pacific, WA 98047

Subject: Inmate Housing Agreement Amendment with SCORE

Dear City Clerk:

At its meeting on December 12, 2012, the SCORE Administrative Board approved the subject amendment. Enclosed is the fully executed original amendment signed by the Board's Presiding Officer Denis Law.

Sincerely,

Michele Neumann
Executive Assistant

Enclosure

AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of January 1, 2015 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Pacific (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. 2015 Bed Rates. Section 27 (Bed Rate) of the Original Agreement is hereby amended to include the following guaranteed and non-guaranteed bed rates for inmate housing:

2015 Guaranteed Bed Rate: \$97

2015 Non-Guaranteed Bed Rate: \$145

2. Effective Date; Execution. The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective January 1, 2015. This Amendment to Original Agreement may be executed in any number of counterparts.

3. Ratification and Confirmation. All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

Agency:

South Correctional Entity

By: _____

By: _____

Name:

Name: Penny Bartley

Title:

Title: Director



Agenda Bill No. 15-041

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, City Administrator

MEETING DATE: March 23, 2015

SUBJECT: Resolution to Surplus Non-operational Computer and miscellaneous equipment.

ATTACHMENTS:

- Resolution No. 2015-243
- Exhibit A listing the equipment to be surplussed.

Previous Council Review Date:

Summary: An inventory of broken computer and misc. equipment was taken. This is a resolution to surplus the equipment and remove it from the Finance, Court and Community Services Departments. The equipment has outlived its useful life.

Recommendation/Action: Staff recommends the Council move this item forward to the March 23, 2015, regular meeting for approval.

Motion for Consideration: I move to approve Resolution number 2015-243 authorizing the surplus of the equipment listed in Exhibit A and remove it from the Finance, Court and Community Services Departments, as the equipment has outlived its useful life and been replaced.

Budget Impact: None

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-243

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON
AUTHORIZING THE SURPLUS OF OLD COMPUTERS, COMPUTER
ACCESSORIES AND MISCELLANEOUS EQUIPMENT
PREVIOUSLY USED BY VARIOUS CITY DEPARTMENTS.**

WHEREAS, the Finance, Court and Community Services Departments did purchase computers, accessories and miscellaneous equipment as needed, and

WHEREAS, the computers, accessories and miscellaneous equipment were used until such time as they were not in working condition, and

WHEREAS, the computers, accessories and miscellaneous equipment have been replaced and are of no value to the City,

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

Section 1. The Pacific City Council hereby authorizes the surplus of the computers, computer accessories and miscellaneous equipment as described in Exhibit A to this Resolution.

Section 2. The equipment shall be disposed of by the Finance Director in a manner most beneficial to the City of Pacific.

Section 3. 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 23rd DAY OF MARCH, 2015.

CITY OF PACIFIC

Leanne Guier, Mayor

Attest:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Carol Morris, City Attorney

Exhibit A

CITY OF PACIFIC

Surplus Equipment

Description	Brand	Model #	Pacific Equip #	Serial #	Condition
Court:					
Desktop KeyBoards	Microsoft				
Desktop KeyBoards	Microsoft				
Speakers	Creative				
2012 Local Court rules					
Monitor					
Keyboard					
Mouse					
Finance:					
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Monitor	Dell				
Community Services:					
4CH-MPEG 4 DVR	AVTech			7IT20619	
SuperCircuits		MON12A3			
Printer	Hpdeskjet940c				
Computer tower Finance 9			2002		
Computer Speaker	Labtec LCS-1060			00011JZ-0052N	
Computer Mouse	Microsoft			x8000 127 106PID 75596 600 1282143 1	
Computer Mouse	Microsoft			X802 382 003 PID 561800 EM 9224326	
Monitor	Acer		2037	ETLH20C056006081AB40A0	
Keyboard	Microsoft			KN9527000234	
Cafeteria table					
Christmas Tree					



Agenda Bill No. 15-042

TO: Mayor Guier and City Council Members

FROM: Jack Dodge, Community Development Manager

MEETING DATE: March 23, 2015

SUBJECT: Amending PMC 2.38.020 Creation – Membership – Compensation.
Residency Requirements for Park Board of Commissioners

ATTACHMENTS: 1. **Ordinance No. 2015-1896 as presented at the 3/16/15 Council Meeting**
2. **Ordinance No. 2015-1896 - Revised**

Previous Council Review Date: 01/12/15, 3/16/15

Summary: On January 12, 2015, Council referred the question of residency requirements for the Park Board of Commissioners to the Governance Committee for review. After discussion at the Governance Committee meeting on March 4, it was agreed to change the Park Board code language to reflect that two commissioners may own residential property in the city and reside outside city limits and three must be residents of the City of Pacific and the youth member must be a resident.

A copy of the proposed revisions was presented at the Parks Board meeting on 3/17/15. It was pointed out at the meeting that the code only requires six members and with six members there is a higher possibility of tie votes. The Parks Board recommended that the code be amended to allow seven members.

Attachment 2 contains the revised Ordinance 2015-1896 which allows up to seven Parks Board members and allows up to two members to reside outside the City provided they own residential property in the City.

Recommendation/Action: Adopt the revised ordinance provided in Attachment 2 amending the PMC regarding residency requirements for the Park Board of Commissioners and changing the number of Park Board Commissioners from six to seven.

Motion for Consideration: “I move to adopt the revised Ordinance No. 2015-1896 contained in Attachment 2 to this agenda bill amending Pacific Municipal Code Chapter 2.38.020 to change the number of Parks Board Commissioners from six to seven and changing the residency requirements for Park Board Commissioners.”

Budget Impact: None

Revised 03/19/15

Alternatives: Do not adopt the proposed ordinance under Attachment 2 to this Agenda Bill.

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2015-1896**

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON AMENDING AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE PARK BOARD OF COMMISSIONERS, CHANGING THE QUALIFICATIONS TO REDUCE THE NUMBER OF PARK BOARD COMMISSION MEMBERS WHO MUST BE CITY RESIDENTS FROM FIVE TO THREE, AND ALLOWING TWO MEMBERS WHO MAY BE RESIDENTIAL PROPERTY OWNERS WHO RESIDE OUTSIDE THE CITY AMENDING PACIFIC MUNICIPAL CODE SECTION 2.38.020.

WHEREAS it would in the best interest of the citizens of the City of Pacific to broaden the membership qualifications of the Park Board of **Commissioners** and;

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. 2.38.020 Creation – Membership – Compensation.

There is created a board of park commissioners in and for the city, consisting of six members who shall be appointed by the mayor, with the ~~eonsent~~ **confirmation** of the city council. **Three commissioners shall be** from citizens who reside in the city. **Two of the commissioners may reside outside the City as long as they own residential property within the City.** One position shall be reserved for a Pacific Youth, age 16-18 years of age **who resides in the city.** Park commissioners shall not be compensated for their services.

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 of the City of Pacific, the 23rd day of March, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2015-1896
REVISED**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
RELATING TO THE PARK BOARD OF COMMISSIONERS, CHANGING THE
NUMBER OF PARK BOARD MEMBERS FROM SIX TO SEVEN AND
CHANGING THE QUALIFICATIONS TO ALLOW TWO MEMBERS WHO
MAY BE RESIDENTIAL PROPERTY OWNERS AND RESIDE OUTSIDE THE
CITY, AND REQUIRING THAT THE YOUTH MEMBER BE A RESIDENT,
AMENDING PACIFIC MUNICIPAL CODE SECTION 2.38.020.**

WHEREAS there should be seven members on the Park Board of Commissioners to lessen the possibility of tie votes and;

WHEREAS it would in the best interest of the citizens of the City of Pacific to broaden the membership qualifications of the Park Board of Commissioners and;

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

Section 1. Section 2.38.020 of the Pacific Municipal Code is hereby amended to read as follows:

There is created a board of park commissioners in and for the city, consisting of ~~six~~ seven members who shall be appointed by the mayor, with the ~~consent~~ confirmation of the city council, ~~from citizens who reside in the city~~ Two of the commissioners may reside outside the City as long as they own residential property within the City. The rest of the commissioners shall reside in the City. One position shall be reserved for a Pacific Youth, age 16-18 years of age who resides in the city. Park commissioners shall not be compensated for their services.

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 of the City of Pacific, the 23rd day of March, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 15-043

TO: Mayor Guier and City Council Members

FROM: Jack Dodge, Community Development Manager

MEETING DATE: March 23, 2015

SUBJECT: Amending PMC 2.36.030 Creation – Membership – Compensation.
Residency Requirements for Planning Commissioners

ATTACHMENTS: Ordinance No. 2015-1897

Previous Council Review Date: 01/12/15, 3/16/15

Summary: On January 12, 2015, Council referred the question of residency requirements for the Park Board of Commissioners to the Governance Committee for review. After discussion at the Governance Committee meeting on March 4, it was agreed to change the Park Board code language regarding residency requirements. It was also decided to make the requirements for membership of the Planning Commissioners mirror those of the Park Board.

The Planning Commission requirements will state that that two full term commission members may be a principal in or be employed by a business operating in the City of Pacific and that the remainder of the full term members must be residents of the City of Pacific. Further, the code would be changed to require that the youth member must be a resident. An additional change will allow up to seven (7) Planning Commissioners. This will help to lessen the possibility of tie votes.

Recommendation/Action: Adopt the ordinance amending the PMC regarding residency requirements for the Planning Commission.

Motion for Consideration: “I move to adopt Ordinance No. 2015-1897 amending Pacific Municipal Code Chapter 2.36.030 regarding the number of Planning Commissioners and residency requirements for Planning Commissioners.”

Budget Impact: N/A

Alternatives: Do not adopt the proposed ordinance.

**CITY OF PACIFIC
WASHINGTON
ORDINANCE NO. 2015-1897**

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE PLANNING COMMISSION, CHANGING THE NUMBER OF PLANNING COMMISSION MEMBERS FROM SIX TO SEVEN AND CHANGING THE QUALIFICATIONS TO REQUIRE AT LEAST FOUR OF THE FULL TIME COMMISSIONERS TO BE CITY RESIDENTS, AND INCREASING THE NUMBER OF MEMBERS WHO MAY BE A PRINCIPAL OR BE EMPLOYED IN A BUSINESS IN PACIFIC FROM ONE TO TWO, AND REQUIRING THAT THE YOUTH MEMBER BE A RESIDENT, AMENDING PACIFIC MUNICIPAL CODE SECTION 2.36.030.

WHEREAS there should be seven members on the Planning Commission to lessen the possibility of tie votes and;

WHEREAS it would in the best interest of the citizens of the City of Pacific to broaden the membership qualifications of the Planning Commission and;

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

Section 1. Section 2.36.030 of the Pacific Municipal Code is hereby amended to read as follows:

Section 1. 2.36.030 Appointment – Term – Membership qualification.

A. The planning commission shall consist of ~~six~~ seven members to be appointed by the mayor and confirmed by the city council. ~~Five~~ Six of the positions shall be considered full term appointments of six years. One position shall be reserved for a Pacific youth, 16 to 18 years of age who resides in the City and shall be for one year.

B. ~~At least four of the five full term commission members shall be residents of the City of Pacific. Two full term commission members may be a principal in or be employed by a business operating in the City of Pacific. The remainder of the full term commission members shall be residents of the City.~~

~~The mayor may appoint and the council may confirm a commission member who either is employed by or is a principal in a business operating in the City of Pacific.~~

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 of the City of Pacific, the 23rd day of March, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



TO: City Council Members
FROM: Mayor Guier
MEETING DATE: March 23, 2015
SUBJECT: Civil Service Appointment

ATTACHMENTS: Application of Mr. Stacey Jackson, Sr.

Previous Council Review Date: N/A

Summary: As there is a vacancy on the Civil Service Commission, Mayor Guier is recommending the appointment of Mr. Stacey Jackson, Sr.

Recommendation: Mayor Guier recommends his appointment.

Motion for Consideration: I move to confirm the appointment of Mr. Stacey Jackson, Sr. to the Civil Service Commission for a term ending December 31, 2015.

Budget Impact:

Alternatives:



CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

RECEIVED
CITY OF PACIFIC
FEB 05 2015
COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

APPLICATION FOR BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

 Planning Commission Park Board Lodging Tax Committee X Civil Service Commission

NAME: Mr. Stacey Jackson Sr DATE: 2-3-15

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]
WORK PHONE: [REDACTED]

CITY RESIDENT? YES NO HOW LONG? 8 yrs REGISTERED VOTER? YES NO
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

NAME AND ADDRESS OF EMPLOYER (& type of business):

Westin Hotel Downtown Seattle Hotel (23 yrs)

EDUCATIONAL BACKGROUND (include year of graduation and any degrees obtained):

Class of 1983 Nathan Hale High

PROFESSIONAL EXPERIENCE:

My Experience is Working well with People within Small or large Groups.

ORGANIZATION AFFILIATIONS:

Here Local # 8

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

Just love Helping People!

GENERAL REMARKS:

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

Mr. Stacey Jackson Sr
SIGNATURE



Agenda Bill No. 15-046

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: March 16, 2015
SUBJECT: Professional Council Photographs

ATTACHMENTS:

Previous Council Review Date: N/A

Summary:

Bonnie King Photography has been contacted to take professional photos of City Council. The session would take place at City Hall and includes:

- Session fee for head shots
- Editing and retouching, as necessary
- Eight 8 x 10 color photos on archive quality paper stock (more could be purchased at regular prices from her website)
- Tax & shipping
- Once photo choices are made and with permission of the individuals, they will also be available in an online gallery on the website for viewing, sharing via email and/or for additional purchases.

If for some reason, a councilmember is not available the day of the shoot, she would ask that they come to her studio and there would be no additional fee. If that can't be done and she needs to make a second trip, she will charge another session fee of \$100.

She is available the second and fourth Monday evenings for March and April.

Recommendation/Action: Mayor Guier recommends approval of this purchase.

Motion for Consideration: "I move to. approve the expenditure of \$200 with Bonnie King Photography for professional City Council photos."

Alternate Motion: "I move to approve an expenditure up to \$300 with Bonnie King Photography for professional City Council photos."



TO: Mayor Guier and City Council Members

FROM: Amy Stevenson-Ness, City Clerk

MEETING DATE: March 23, 2015

SUBJECT: Park Board Reappointment

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: There is a vacancy on the Park Board. Mayor Guier recommends the confirmation of Kate Hull Pease's reappointment to the Board of Park Commissioners for a three year term ending December 31, 2017.

Recommendation: Mayor Guier recommends Ms. Hull-Pease's reappointment.

Motion for Consideration: I move to confirm the reappointment of Kathryn Hull-Pease to the Board of Park Commissioners for a three year term ending December 31, 2017, with an effective date of April 1, 2015.

Budget Impact:

Alternatives:

25,665.4260
CITY OF PACIFIC

Agenda Bills

Agenda Item No.	Consent Agenda 10A	Meeting Date:	March 23, 2015
	<u>Claim Voucher & Payroll</u>		<u>Richard Gould</u>
Subject:	<u>Approval</u>	Prepared by:	<u>Finance Director</u>

Summary:

Approval of Payroll for the period of March 1, 2015 through March 15, 2015; Claims Vouchers for March 10, 2015 through March 23, 2015.

Payroll Auto Deposit	\$ 64,433.56
Payroll Checks #4865 - 4867	2,688.35
Claim Checks: #44795 – 44849	\$ 305,197.56
Claim Chcks Voided (43962,44660,44711 \$3,994.08)	
EFT's	\$ 25,532.66
Total Expenditures	<u>\$ 397,852.13</u>

Recommendation: Approval of payment for Payroll and Claims

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

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

03/10/2015 To: 03/23/2015

Time: 11:56:00 Date: 03/19/2015

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1744	03/20/2015	Payroll	1	EFT		356.45	March 1 - 15 Payroll
1746	03/20/2015	Payroll	1	EFT		815.78	March 1 - 15 Payroll
1747	03/20/2015	Payroll	1	EFT		2,475.75	March 1 - 15 Payroll
1748	03/20/2015	Payroll	1	EFT		1,807.03	March 1 - 15 Payroll
1749	03/20/2015	Payroll	1	EFT		4,051.19	March 1 - 15 Payroll
1750	03/20/2015	Payroll	1	EFT		2,178.45	March 1 - 15 Payroll
1751	03/20/2015	Payroll	1	EFT		143.33	March 1 - 15 Payroll
1753	03/20/2015	Payroll	1	EFT		1,248.53	March 1 - 15 Payroll
1754	03/20/2015	Payroll	1	EFT		2,111.70	March 1 - 15 Payroll
1755	03/20/2015	Payroll	1	EFT		92.22	March 1 - 15 Payroll
1756	03/20/2015	Payroll	1	EFT		3,235.08	March 1 - 15 Payroll
1757	03/20/2015	Payroll	1	EFT		318.14	March 1 - 15 Payroll
1758	03/20/2015	Payroll	1	EFT		766.20	March 1 - 15 Payroll
1759	03/20/2015	Payroll	1	EFT		2,463.62	March 1 - 15 Payroll
1760	03/20/2015	Payroll	1	EFT		91.68	March 1 - 15 Payroll
1761	03/20/2015	Payroll	1	EFT		92.22	March 1 - 15 Payroll
1762	03/20/2015	Payroll	1	EFT		2,219.06	March 1 - 15 Payroll
1763	03/20/2015	Payroll	1	EFT		81.68	March 1 - 15 Payroll
1764	03/20/2015	Payroll	1	EFT		351.78	March 1 - 15 Payroll
1765	03/20/2015	Payroll	1	EFT		1,695.28	March 1 - 15 Payroll
1766	03/20/2015	Payroll	1	EFT		1,270.24	March 1 - 15 Payroll
1767	03/20/2015	Payroll	1	EFT		2,823.94	March 1 - 15 Payroll
1768	03/20/2015	Payroll	1	EFT		1,834.73	March 1 - 15 Payroll
1769	03/20/2015	Payroll	1	EFT		805.65	March 1 - 15 Payroll
1770	03/20/2015	Payroll	1	EFT		2,436.29	March 1 - 15 Payroll
1771	03/20/2015	Payroll	1	EFT		2,151.21	March 1 - 15 Payroll
1772	03/20/2015	Payroll	1	EFT		1,441.97	March 1 - 15 Payroll
1773	03/20/2015	Payroll	1	EFT		92.08	March 1 - 15 Payroll
1774	03/20/2015	Payroll	1	EFT		1,909.40	March 1 - 15 Payroll
1775	03/20/2015	Payroll	1	EFT		211.19	March 1 - 15 Payroll
1776	03/20/2015	Payroll	1	EFT		1,739.12	March 1 - 15 Payroll
1777	03/20/2015	Payroll	1	EFT		1,957.04	March 1 - 15 Payroll
1778	03/20/2015	Payroll	1	EFT		1,009.82	March 1 - 15 Payroll
1779	03/20/2015	Payroll	1	EFT		1,444.29	March 1 - 15 Payroll
1780	03/20/2015	Payroll	1	EFT		1,923.82	March 1 - 15 Payroll
1781	03/20/2015	Payroll	1	EFT		1,598.46	March 1 - 15 Payroll
1783	03/20/2015	Payroll	1	EFT		2,228.17	March 1 - 15 Payroll
1784	03/20/2015	Payroll	1	EFT		1,838.37	March 1 - 15 Payroll
1785	03/20/2015	Payroll	1	EFT		1,232.34	March 1 - 15 Payroll
1786	03/20/2015	Payroll	1	EFT		1,540.62	March 1 - 15 Payroll
1787	03/20/2015	Payroll	1	EFT		92.08	March 1 - 15 Payroll
1788	03/20/2015	Payroll	1	EFT		2,207.19	March 1 - 15 Payroll
1789	03/20/2015	Payroll	1	EFT		1,331.03	March 1 - 15 Payroll
1790	03/20/2015	Payroll	1	EFT		1,358.14	March 1 - 15 Payroll
1791	03/20/2015	Payroll	1	EFT		1,361.20	March 1 - 15 Payroll
1804	03/20/2015	Payroll	1	EFT	INTERNAL REVENUE SERVICE	24,703.66	941 Deposit For 03/20/2015 - 03/20/2015
1805	03/20/2015	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	03/20/2015 To 03/20/2015 - DCP - DRS
1806	03/20/2015	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	204.00	03/20/2015 To 03/20/2015 - Child Support
1745	03/20/2015	Payroll	1	4865		1,401.11	March 1 - 15 Payroll
1752	03/20/2015	Payroll	1	4866		1,195.16	March 1 - 15 Payroll
1782	03/20/2015	Payroll	1	4867		92.08	March 1 - 15 Payroll

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1822	03/23/2015	Claims	1	44795	ANTHONY ATOIGUE	31.18	Refund inactive customer credit balance
1823	03/23/2015	Claims	1	44796	AUBURN ELECTRICAL SERVICE	1,858.05	CITY HALL EXTERIOR LIGHTING REPAIRS RESERVOIR BUILDING ELECTRIC UNIT HEATER ELLINGSON WELL BUILDING ELECTRIC UNIT HEATER & LIGHTING
1824	03/23/2015	Claims	1	44797	CITY OF AUBURN	3,323.19	FEB. 2015 IT SERVICES
1825	03/23/2015	Claims	1	44798	AUS WEST LOCKBOX	81.34	POLICE & CITY HALL: DOOR MATS
1826	03/23/2015	Claims	1	44799	AWC	487.00	AWC DRUG & ALCOHOL TESTING CONSORTIUM 2015 ANNUAL MEMBERSHP & RANDOM TESTING FEE
1827	03/23/2015	Claims	1	44800	CHINTANA BARDEN	124.95	COURT: INTERPRETER SERVICES
1828	03/23/2015	Claims	1	44801	DAWN BETTINGER	300.00	COURT: CONFLICT PUBLIC DEFENSE
1829	03/23/2015	Claims	1	44802	CENTURYLINK	91.07	POLICE: LOBBY PHONE
1830	03/23/2015	Claims	1	44803	CENTURYLINK	91.76	
1831	03/23/2015	Claims	1	44804	CITY OF AUBURN	141.72	UTILITIES
1832	03/23/2015	Claims	1	44805	CITY OF ISSAQUAH	145.50	POLICE: JAN. 2015 JAIL SERVICES
1833	03/23/2015	Claims	1	44806	COPIERS NORTHWEST INC	1,409.42	COPY MACHINE LEASE (MAR. 2015) & USAGE (FEB. 2015) INV. 1171722, 02/28/15; SENIOR CENTER: COPY MACHINE USAGE
1834	03/23/2015	Claims	1	44807	CORDI & BEJARANO INC	2,663.75	COURT: PROSECUTOR
1835	03/23/2015	Claims	1	44808	DATABAR INCORPORATED	1,625.87	FEB. 2015 UTILITY BILLING
1836	03/23/2015	Claims	1	44809	JULIA DAVIDOV	106.72	COURT: INTERPRETER SERVICES
1837	03/23/2015	Claims	1	44810	DMCMA	100.00	COURT: 2015 ANNUAL DMCMA CONFERENCE (KELLY RYDBERG)
1838	03/23/2015	Claims	1	44811	ENVIRO-CLEAN EQUIPMENT, INC.	1,888.88	PW: PSI COBRA SEWER HOSE
1839	03/23/2015	Claims	1	44812	FINISH LINE CLEANING	3,020.00	CITY HALL, REC CENTER, SR CENTER & POLICE DEPT. JANITORIAL SERVICES
1840	03/23/2015	Claims	1	44813	FORMSOURCE INC	70.75	FINANCE: RECEIVED/DATE STAMP FOR HEATHER
1841	03/23/2015	Claims	1	44814	ICON MATERIALS	61,365.98	STEWART RD/THORNTON AVE IMPROVEMENTS - MONTHLY PROGRESS ESTIMATE #8 (02/01/15 - 02/20/15) **GRANT**
1842	03/23/2015	Claims	1	44815	INTERCOM LANGUAGE SERVICES	120.00	COURT: INTERPRETER SERVICES
1843	03/23/2015	Claims	1	44816	LAW, LYMAN, DANIEL, KAMERRER & BOGDANOVICH, P.S.	1,622.40	WEST VS CITY OF PACIFIC
1844	03/23/2015	Claims	1	44817	KC DOT ROAD SRVC DIV	581.81	PROJECT #1120310 (RSD PA0005 BSC SGL VAL/STEWART); PROJECT #1120310 (RSD PA0005 BSC SGL VAL/STEWART)

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1845	03/23/2015	Claims	1	44818	KC FINANCE I-NET	375.00	FEB. 2015 I-NET SERVICES
1846	03/23/2015	Claims	1	44819	KC FINANCE LIQUOR EXCISE	367.97	2014 Q4 LIQUOR EXCISE TAX
1847	03/23/2015	Claims	1	44820	KING COUNTY DIRECTORS' ASSOC	53.61	PW: OFFICE SUPPLIES
1848	03/23/2015	Claims	1	44821	KING COUNTY FINANCE	107,605.78	MARCH 2015 WASTEWATER TREATMENT; 2015 KING COUNTY NOXIOUS WEED CONTROL
1849	03/23/2015	Claims	1	44822	KING COUNTY FINANCE	64.00	RELEASE OF LIENS
1850	03/23/2015	Claims	1	44823	KPG	60,493.21	PROJECT: 14057 STEWART RD/THORNTON AVE IMPROVEMENT - CM SERVICES *** GRANT ***
1851	03/23/2015	Claims	1	44824	LAW OFFICE THOMAS R HARGAN	90.00	COURT: PROSECUTOR
1852	03/23/2015	Claims	1	44825	LEXISNEXIS	93.54	POLICE: FEB. 2015 CONTRACT FEE
1853	03/23/2015	Claims	1	44826	VANNARA LIM	150.00	COURT: INTERPRETER SERVICES
1854	03/23/2015	Claims	1	44827	LOWE'S COMPANIES, INC	4.82	PW: SUPPLIES
1855	03/23/2015	Claims	1	44828	MCLENDON HARDWARE	180.56	PW: SHOP SUPPLIES
1856	03/23/2015	Claims	1	44829	CITY OF PACIFIC	87.30	
1857	03/23/2015	Claims	1	44830	PCCFOA	50.00	PIERCE COUNTY CLERKS' & FNANCE OFFICERS' ASSOC. 2015 MEMBERSHIP DUES
1858	03/23/2015	Claims	1	44831	PETROCARD SYSTEMS INC	1,730.27	FUEL
1859	03/23/2015	Claims	1	44832	PREG O'DONNELL & GILLETT PLLC	52.50	
1860	03/23/2015	Claims	1	44833	PUGET SOUND ENERGY	17,094.55	
1861	03/23/2015	Claims	1	44834	ROBINSON NOBLE, INC	3,098.63	PROJECT ID: 1700-006B TASK 1 (PACIFIC T1: CONSTRUCTION RELATED ON-CALL SERVICES)
1862	03/23/2015	Claims	1	44835	SAM'S CLUB/GEMB	42.69	POLICE: SAM'S CLUB CREDIT CARD
1863	03/23/2015	Claims	1	44836	SAM'S CLUB	169.24	SENIOR CENTER: SAM'S CLUB CREDIT CARD
1864	03/23/2015	Claims	1	44837	SCORE	12,028.00	POLICE: FEB. 2015 INMATE DAYS
1865	03/23/2015	Claims	1	44838	SKCDPH	1,636.00	COMM CENTER & SENIOR CENTER: 2015 HEALTH PERMIT RENEWALS
1866	03/23/2015	Claims	1	44839	SOUND PUBLISHING INC	450.52	LEGAL AFFIDAVITS (SEWER RATE INCREASE)
1867	03/23/2015	Claims	1	44840	SPECTRUM ENTERPRISES	100.00	COURT: INTERPRETER SERVICES
1868	03/23/2015	Claims	1	44841	STAPLES BUSINESS ADVANTAGE	132.56	FINANCE: SUPPLIES
1869	03/23/2015	Claims	1	44842	SUPERIOR SCALE SERVICES, LLC	87.60	POLICE: EVIDENCE ROOM SCALE CALIBRATION
1870	03/23/2015	Claims	1	44843	US BANK N.A. - CUSTODY TREASURY DIV.	56.00	CUSTODY CHARGES
1871	03/23/2015	Claims	1	44844	VALLEY COMMUNICATIONS	14,410.43	POLICE: FEB. 2015 911 CALLS (354.5)
1872	03/23/2015	Claims	1	44845	VERIZON WIRELESS	1,858.66	CELL PHONE SERVICES; POLICE: CELL PHONE SERVICE

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1873	03/23/2015	Claims	1	44846	VORTEX INDUSTRIES, INC.	487.93	POLICE: EMERGENCY SERVICE TO STEEL SECTIONAL DOOR
1874	03/23/2015	Claims	1	44847	WA ST AUDITOR OFFICE	702.85	2013 AUDITOR SERVICES
1875	03/23/2015	Claims	1	44848	WASHINGTON STATE PATROL	59.00	POLICE: BACKGROUND CHECKS
1876	03/23/2015	Claims	1	44849	MICHAEL ZHELEZNYAK	133.00	COURT: INTERPRETER SERVICES
						164.00	
						126,953.67	
						11,519.23	
						3,444.48	
						123,122.31	
						18,222.89	
						118,117.54	
						-1,263.12	
						7,722.17	
						-10,151.04	
						397,852.13	Claims: 305,197.56 Payroll: 92,654.57

* Transaction Has Mixed Revenue And Expense Accounts

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: _____