



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

June 22, 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. PRESENTATION:** Glenda White presenting letter from Pacific Post Office
- 5. 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.)

- 6. PUBLIC HEARINGS:**
 - (4) A. Continued from June 8, 2015:** Revisions to the Comprehensive Plan, Chapter 3 – Natural Environment Element and to Chapter 8 – Transportation
 - (8) B. Nuisance Tree Abatement on West Valley**
 - (9) C. Frontage Road Speed Limit Alteration**
 - (10) D. 2016-2021 City of Pacific Six-Year Transportation Improvement Plan**
 - (21) E. Solid Waste Contract**

- 7. REPORTS**
 - A. Mayor**
 - B. City Administrator**
 - C. Court**
 - D. Community/Senior/Youth Services**
 - 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)

8. OLD BUSINESS

- (25) **A. Resolution No. 2015-270:** Authorizing the execution of an agreement with Waste Management Services, Inc. for solid waste services in the City of Pacific.
- (66) **B. Resolution No. 2015-263:** Abatement of a nuisance tree at the intersection of 3rd Ave and West Valley Highway.
- (82) **C. Ordinance No. 2015-1900:** Alteration of speed limit on Frontage Road.
- (112) **D. Resolution No. 2015-264:** Authorizing the execution of a King County Community Development Block Grant agreement, in the amount of \$106,000 to repair the senior center and community center roofing.
- (127) **E. Resolution No. 2015-265:** Adopting the 2015-2021 Six-Year Transportation Improvement Program for the City of Pacific.

9. NEW BUSINESS

- (139) **A. Resolution No. 2015-269:** Hiring of Provisional Police Specialist

10. CONSENT AGENDA

- (143) **A. Payroll and Voucher Approval**
- (148) **B. Minutes of the workshop and special meeting of May 18, 2015, and meeting of May 26, 2015.**

11. EXECUTIVE SESSION: Potential Litigation per RCW 42.30.110 (1)(i)

12. ADJOURN

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

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned. Meeting materials are available on the City's website at: www.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.

Finance Committee Garberding, Kave, Walker Meets: 3 rd Tuesdays	July 21, 2015 6:30 p.m.	City Hall
Governance Committee Kave, Oliveira, Putnam	July 7, 2015 6:30 p.m.	City Hall
Human Services Committee Garberding, Oliveira, Steiger Meets 4 th Tuesday	June 23, 2015 6:30 p.m.	Senior Center
Park Board Meets 3 rd Tuesday	July 21, 2015 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	June 23, 2015 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger Meets 2 nd Wednesday	July 14, 2015 6:30 p.m.	City Hall
Public Works Committee Jones, Putnam, Steiger Meets 1 st Wednesday	July 1, 2015 7:00 p.m.	City Hall
Technology Committee Jones, Oliveira, Walker Meets: 3 rd Thursday	July 17, 2015 5:00 p.m.	City Hall

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

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TO: Mayor/City Council

FROM: Jack Dodge, Community Development Manager

MEETING DATE: June 22, 2015

SUBJECT: Revisions to Chapter 3 – Natural Environment Element, Comprehensive Plan
Revisions to Chapter 8 – Transportation Element, Comprehensive Plan

ATTACHMENTS: 1. Comment Letter from Puget Sound Regional Council – June 11, 2015

Previous Review Date: Planning Commission – 2/25/14, 2/24/15, 3/10/15, 3/24/15 (Public Hearing);
City Council: 4/20/15, 5/4/15, 5/26/15, 6/8/15

Summary:

Background

The City Council continued the June 8th public hearing regarding the proposed Comprehensive Plan amendments to the June 22, 2015 Council Meeting. In the interim, the City receive substantive comments from the Puget Sound Regional Council (PSRC) regarding the proposed changes on June 11, 2015 (Attachment 1). These comments will likely require additional staff time to address in the Comprehensive Plan. Staff will summarize PSRC's comments as well as the Dept. of Commerce's comments at the June 22, 2015 meeting.

Recommended Action:

1. Review comments from PSRC.
2. Consider continuing the Public Hearing regarding the proposed Comprehensive Plan changes to a future Council meeting. This will allow staff to assess the comments from PSRC.

Recommended Motion:

I move that the City Council continue the public hearing regarding the propose revisions to the Comprehensive Plan, Chapter 3 – Natural Environment and Chapter 8 – Transportation to the July 27, 2015 regular Council meeting.



June 11, 2015

Jack Dodge
Community Development Manager
Pacific City Hall
100 3rd Ave SE
Pacific, WA 98047

Subject: PSRC Comments on Draft Pacific Comprehensive Plan Update

Dear Mr. Dodge,

Thank you for providing an opportunity for the Puget Sound Regional Council (PSRC) to review a draft of the City of Pacific 2015 Comprehensive Plan update. We recognize the substantial amount of time and effort invested in this plan, and appreciate the chance to review it while in draft form. This timely collaboration helps to ensure certification requirements are adequately addressed and certification action can be taken by PSRC boards after adoption.

Pacific has updated the transportation and natural resources elements of the comprehensive plan this year. Other required elements such as land use, housing, utilities, and capital facilities, must be updated before PSRC can certify the plan. We recommend reviewing the multicounty planning policies in the Development Patterns, Housing, Economy, and Public Services sections of [VISION 2040](#), as well as the [Plan Review Manual](#) and checklist, as part of your update process. Please provide drafts of these elements when they are available for PSRC staff to review.

We would like to note some outstanding aspects of the draft transportation and natural resources elements, including:

- The transportation element's commitment to support active transportation, including provisions for adding sidewalks and support for improving bus service.
- Support for the Sumner/Pacific manufacturing/industrial center through encouraging the enhancement of freight movement, transit service and facilities, and transportation demand management programs.
- Policies in the transportation element to support development of a neighborhood center that has non-motorized access and includes characteristics such as limited setbacks, pedestrian-oriented streetscapes, and appropriate pedestrian crossings.
- The natural resources element's focus on protecting and enhancing the natural environment, including preserving open space, improving surface water quality, and developing a vegetation preservation and enhancement program.

The transportation and natural resources elements advance regional policy in many important ways. There are some items in these draft elements, however, that should be addressed before they are finalized:

- We appreciate the plan's policies which strive to protect the natural environment and improve surface water management. Please consider adding a policy to more directly address MPPs-En-13 and 14 which support maintaining and restoring hydrological functions within ecosystems and watersheds, including restoration of shorelines and estuaries.
- The transportation forecast on Page 36 appears to be using 2030 land use assumptions, although the horizon year is reported as 2035. A 2035 horizon year should be based on 2035 land use

assumptions that are consistent with adopted growth targets for housing and jobs and are applied consistently throughout the plan. Please contact PSRC staff if you have questions about how to extend growth targets to 2035 consistent with the regional growth strategy and how to demonstrate consistency between transportation demand projections and 2035 land use assumptions.

- The transportation element states that safety enhancements, maintenance projects, corridor studies, and local intersection improvements are included in the City's Transportation Improvement Program (TIP) along with cost estimates and funding sources for each of those prioritized projects. Although the traffic analysis for 2030/2035 indicates that no capital improvements are required in order to maintain the city's adopted level-of-service standards, the plan should include at least a conceptual plan for transportation and other capital facilities for the full 20-year planning period, including maintenance, safety and other projects listed in the TIP. Related to these plans are the Growth Management Act's requirement to include an analysis of funding capability and a reassessment strategy to address any potential shortfalls in funding for needed transportation facilities and services. See the Washington State Department of Commerce's Transportation Element Guidebook, page 202, for information about how to develop a multi-year financing plan (<http://www.commerce.wa.gov/Documents/GMS-Transportation-2012.pdf>).
- Map 8.2 appears to include sidewalks, along with trails and bicycle facilities. Please clarify the facilities shown in the map and in the legend, or, if sidewalks are not shown on this map, they should be added to that map or another inventory figure (see RCW 36.70A.070(6)(a)(iii)(A)). Given that the plan indicates a priority of providing sidewalks leading to schools, the city should also consider adding school locations to its trails map. See the Washington State Department of Commerce's Transportation Element Guidebook, pages 122-127, for information about how to inventory existing facilities and conditions as part of the pedestrian and bicycle component (<http://www.commerce.wa.gov/Documents/GMS-Transportation-2012.pdf>).
- The city should work to complete the pedestrian and bicycle component of the transportation element (RCW 36.70A.070(6)(a)(vii), WAC 365-196-430(2)(j)). The plan includes notable policies that call for extending pedestrian facilities throughout the city, encouraging consideration of pedestrian needs in public and private development, and seeking to accommodate bicycles in the city street network. However, some important components of a complete pedestrian and bicycle component that appear to be missing include the following:
 - A plan for future pedestrian and bicycle networks that connect residential and employment areas with community and regional destinations, schools, and public transportation service.
 - Identification of improvements to the pedestrian and bicycle networks, including both standalone projects as well as those that will be provided as part of a larger roadway or intersection project, that are planned during the comprehensive plan period.
 - Funding assumptions and implementation actions to complete the portion of the planned pedestrian and bicycle network anticipated to be achievable during the planning period.
- The multicounty planning policies call for protecting the transportation system against disaster and developing prevention and recovery strategies for disasters. If such work has been completed by the city, such as an emergency management plan, these efforts should be referenced or incorporated in the transportation element (MPP-T-8).
- The multicounty planning policies in VISION 2040 and the strategies in Transportation 2040 call for reducing greenhouse gas emissions and adapting to impacts related to climate change. See page 42 of VISION 2040 for an overview of climate change and related policies and page 34 in Transportation 2040 for information on the four-part greenhouse gas reduction strategy (land use, user fees, choices, and technology). The plan already includes some policies that support positive actions to reduce greenhouse gases, such as promoting transit and increasing nonmotorized

transportation options. However, the plan could be strengthened by directly addressing the climate change-related multicounty planning policies and including additional strategies such as emissions reductions from municipal operations and additional transportation demand management strategies.

- Please update your regional plan references. For example, Destination 2030 is no longer the current regional transportation plan. Information on the current plan, Transportation 2040, can be found on PSRC's [webpage](#).

PSRC has resources available to assist the city in addressing these comments. We have provided links to online documents in this letter, and additional resources related to the plan review process can also be found at <http://www.psrc.org/growth/planreview/resources/>.

Thank you again for working with us through the plan review process. There is a lot of good work in the draft and we are available to continue to provide assistance and review drafts of the remaining elements. If you have questions or need additional information, please contact me at 206-464-6360 or eharris@psrc.org or Michael Hubner at 206-971-3289 or mhubner@psrc.org.

Sincerely,



Erika Harris, AICP
Senior Planner
Growth Management Planning

cc: Review Team, Growth Management Services, Department of Commerce



Agenda Bill No. 15-082

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 22, 2015
SUBJECT: Public Hearing for Consideration of Abatement of Nuisance Tree

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: The City Public Works Manager, through visual inspection, determined that there is a tree located on private property at 502 3rd Avenue S.W, which overhangs West Valley Highway in such manner as to obstruct or impair the free and full use of the street by the public, and is therefore a public nuisance in violation of Pacific Municipal Code (PMC) Section 8.20.030.

The City Public Works Manager has been unsuccessful in contacting the property owner and having the nuisance tree abated. PMC Section 8. 20.050 requires the Public Works Manager (street superintendent) to report to City Council when nuisance abatement efforts are unsuccessful and when Council action may be required to abate the nuisance.

This Public Hearing is required to receive public testimony regarding the nuisance tree located at 502 3rd Avenue S.W.

Recommendation/Action: Receive public testimony regarding Resolution No. 2015- 263, declaring a violation of PMC Section 8.20.030.

Motion for Consideration:

Budget Impact: N/A

Alternatives: N/A



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 22, 2015
SUBJECT: Public Hearing for Consideration of Alteration of Speed Limit on Frontage Road

ATTACHMENTS:

- Ordinance No. 2015 – 1899 altering the speed limit on Frontage Road

Previous Council Review Date: N/A

Summary: An engineering and traffic analysis was conducted by Transpo Group on Frontage Road. The study examined current street conditions in accordance with RCW 46.61.415 and City policy regarding alteration of speed limits. The study recommends altering the speed limit on Frontage Road.

This Public Hearing is required to receive public testimony regarding the proposed alteration of the speed limit on Frontage Road.

Recommendation/Action: Receive public testimony at the June 22, 2015 City Council meeting regarding Ordinance No. 2015- 1899, altering the speed limit on Frontage Road.

Motion for Consideration:

Budget Impact: N/A

Alternatives: N/A



Agenda Bill No. 15-076

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 22, 2015
SUBJECT: 6-Year Transportation Improvement Plan (STIP) 2016 – 2021 Public Hearing

ATTACHMENTS:

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

Previous Council Review Date:

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

Recommendation/Action: Receive public testimony regarding the development of the 2016 – 2021 Six Year Transportation Improvement Plan.

Motion for Consideration:

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

Alternatives:

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17		Frontage Road Rehabilitation 3rd Ave SW to 5th Ave NW Frontage Road rehabilitation including repair of pedestrian facilities.	WA-05651	06/22/15	07/13/15			04	CGOPS TW	0.750		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019	STP	150,000	TIB	23,000	27,000	200,000
P	RW	2019	STP	43,000		0	17,000	60,000
P	CN	2020	STP	765,000	TIB	400,000	135,000	1,300,000
Totals				958,000		423,000	179,000	1,560,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	100,000	100,000
RW	0	0	0	0	60,000
CN	0	0	0	0	1,300,000
Totals	0	0	0	100,000	1,460,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Interurban Trail Interurban Trail 3rd Ave SW to Stewart Road This project will extend the Interurban Trail from 3rd Ave SW to Roy Road. Project elements consist of 0.75 miles of multi-use trail utilizing pervious pavement. Trail may be extended further, as funding allows.	WA-06452	06/22/15	07/13/15			28	P	0.750	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	WSDOT	250,000	50,000	300,000
P	RW	2017		0	WSDOT	20,000	5,000	25,000
P	CN	2017		0	WSDOT	1,380,000	95,000	1,475,000
Totals				0		1,650,000	150,000	1,800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	150,000	0	0	0
RW	0	25,000	0	0	0
CN	0	475,000	1,000,000	0	0
Totals	150,000	650,000	1,000,000	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Milwaukee Boulevard Rehabilitation & Intersection Ellingson Road to 5th Avenue South Road rehabilitation and sidewalk improvements. Intersection improvements at Milwaukee Blvd & Ellingson Rd intersection. Widen intersection to include dedicated left and right turn lanes, including signal modifications.	WA-05650	06/22/15	07/13/15			03	C G P S T W	0.700	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	40,000		0	10,000	50,000
P	RW	2016		0		0	50,000	50,000
P	CN	2017	STP	1,038,000		0	162,000	1,200,000
Totals				1,078,000		0	222,000	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,000	25,000	0	0	0
RW	50,000	0	0	0	0
CN	0	600,000	600,000	0	0
Totals	75,000	625,000	600,000	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Pacific Avenue Rehabilitation Ellingson Road to 3rd Avenue SE This project will repair and overlay the existing road surface. Sidewalk completion and drainage improvements are also included.	WA-07768	06/22/15	07/13/15			06	C G O P S T W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	STP	100,000	TIB	73,000	27,000	200,000
P	RW	2020	STP	43,000		0	17,000	60,000
P	CN	2021	STP	465,000	TIB	400,000	135,000	1,000,000
Totals				608,000		473,000	179,000	1,260,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	100,000	100,000
RW	0	0	0	0	60,000
CN	0	0	0	0	1,000,000
Totals	0	0	0	100,000	1,160,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Road Repair and Preservation City Wide Various to Overlays, repairs, and channelization improvements throughout the city.	WA-05668	06/22/15	07/13/15			06			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	TIB	65,000	10,000	75,000
P	CN	2016		0	TIB	675,000	75,000	750,000
Totals				0		740,000	85,000	825,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,000	0	25,000	0	25,000
CN	250,000	0	250,000	0	250,000
Totals	275,000	0	275,000	0	275,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
			G. Structure ID									
19		Sidewalk Improvements Various to Repair/replace sidewalks throughout the City of Pacific.	WA-05687	06/22/15	07/13/15			28	C G O P T W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	SRTS	27,000	3,000	30,000
P	RW	2016		0		0	30,000	30,000
P	CN	2016		0	SRTS	270,000	30,000	300,000
Totals				0		297,000	63,000	360,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	10,000	0	10,000	0	10,000
RW	10,000	0	10,000	0	10,000
CN	100,000	0	100,000	0	100,000
Totals	120,000	0	120,000	0	120,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		South 51st Avenue Reconstruction South 374 Street to South 380th Street From South 374th Street to South 380th Street construct a 24-foot wide paved road over an existing ROW containing a gravel road. Work includes a stormwater conveyance and collection system.	WA-05663	06/22/15	07/13/15			04		0.500	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	OTHER	45,000	5,000	50,000
P	RW	2017		0	OTHER	20,000	5,000	25,000
P	CN	2018		0	OTHER	450,000	50,000	500,000
Totals				0		515,000	60,000	575,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	20,000	20,000	10,000	0
RW	0	0	25,000	0	0
CN	0	0	0	500,000	0
Totals	0	20,000	45,000	510,000	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		West Valley Highway Reconstruction West Valley Highway County Line Road to 1st Ave W (north city limit) The project consists of widening of this two lane facility to three lanes (two general purpose lanes and a two-way left turn lane), reconstructing roadway to sub-base, providing pedestrian facilities, and providing stormwater facilities.	PAC-7	06/22/15	07/13/15			04		0.510	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	86,500		0	13,500	100,000
P	RW	2016	STP	243,000		0	40,000	283,000
P	CN	2018	STP	1,900,000		0	312,000	2,212,000
Totals				2,229,500		0	365,500	2,595,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	50,000	0	0	0
RW	0	283,000	0	0	0
CN	0	0	1,106,000	1,106,000	0
Totals	50,000	333,000	1,106,000	1,106,000	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		West Valley Highway Reconstruction (County Line Rd. to Jovita Blvd) West Valley Highway County Line Road to Jovita Blvd The project will widen an existing 2-lane undivided, narrow minor arterial road. The final roadway section will include a through lane in each direction, a two-way left turn lane, sidewalks or a shared use path, landscape areas, illumination and associated utility extensions.	PAC-7A					04		0.500	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2016	STP(UL)	43,000		0	7,000	50,000
P	RW	2017	STP	101,000		0	16,000	117,000
P	CN	2018	STP	865,000		0	135,000	1,000,000
Totals				1,009,000		0	158,000	1,167,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	1	<p>Stewart Road Improvements - Valentine to White River Bridge</p> <p>Stewart Road - 3290</p> <p>Valentine Ave to Butte Ave</p> <p>The project proposes to widen Stewart Road (2 lanes to 5 lanes) and install sidewalks (south side of Stewart) and a pervious asphalt trail (north side of Stewart) from Valentine Ave SE to White River Bridge. Environmental documentation will be completed for future construction of the pervious asphalt trail from Valentine Avenue SE to Butte Ave SE. Installation of a new signal at Butte. Project activities to complete the work include clearing, grading, paving, striping, signage, illumination, utility relocation, stormwater upgrades, and installation of new water main.</p>	PAC-2B	06/22/15	07/13/15			03	CGOPS TW	0.180	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	432,500		0	67,500	500,000
P	RW	2016	STP	519,000		0	81,000	600,000
P	CN	2018	STP	3,027,500		0	472,500	3,500,000
Totals				3,979,000		0	621,000	4,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	250,000	250,000	0	0	0
RW	0	600,000	0	0	0
CN	0	0	1,750,000	1,750,000	0
Totals	250,000	850,000	1,750,000	1,750,000	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Pacific	9,861,500	4,098,000	2,082,500	16,042,000



AGENDA BILL NO. 15-077

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: June 22, 2015
SUBJECT: Public Hearing for Solid Waste Services Contract

ATTACHMENTS:

- Draft Finding of Fact
-

Previous Council Review Date: N/A

Background: RCW 35.21.156 provides a procedure for selection of a vendor for solid waste services. However, it specifically states that it is “supplemental to and shall not be construed as a repeal of or limitation on any other authority granted by law” to the City.

The City issued an RFP for solid waste services in Pacific. Responses to the RFP were received. Under RCW 35.21.156(3), the City staff evaluated the qualifications of the vendors, as described in the responses to the RFP. Based on the criteria established by the City Council, the City staff recommended to the Council one vendor that was initially determined to be the best qualified to provide solid waste services in Pacific – Waste Management. Pursuant to RCW 35.21.156(4), on May 18, 2015, at a special meeting, the City Council selected Waste Management of Washington, Inc. as the preferred provider of solid waste services in Pacific. Contract negotiations are underway, as allowed by RCW 35.21.156(5). If the City is unable to negotiate a contract on terms that the City determines to be fair and reasonable and in the best interest of the City, the City may suspend or terminate such negotiations and select another qualified vendor.

Summary: A public hearing has been scheduled to receive public input on the proposed contract, pursuant to RCW 35.21.156(6) on Monday, June 22, 2015, at approximately 6:30 p.m. for the public hearing.

Recommended Action: Receive public input on the proposed solid waste services contract with Waste Management of Washington, Inc.”

DRAFT

CITY OF PACIFIC, WASHINGTON SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS FINDINGS

I. Background

Two companies provide solid waste collection services to the City of Pacific, Washington (the City). The City is seeking to contract with one provider for all solid waste services in the City. To that end, a Request for Proposals process was initiated on April 3, 2015, although the City is not required to bid this contract. Bid laws do not apply, and the City reserved the right to negotiate contract changes with the finalist and/or to award the contract to any proponent, in the City's sole discretion. The City further reserved the right to reject the proposal of any and all proponents if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is nonresponsive or because the proponent is found to be not responsible or fails to meet any other pertinent standard or criterion established by the City.

A proposal submittal date was set for April 24, 2015. This date was changed to May 8, 2015 on proponents' request. The City received timely proposals from Waste Management, Inc. and DM Disposal/Murrey's Disposal, Inc.

The City reviewed the proposals by an evaluation team composed of City staff and the Solid Waste Committee. The City based its choice on considerations including, but not limited to, unit prices, the clear ability of the Proponent to successfully perform the service. Proposals were evaluated in two phases: (1) a review and evaluation of proposal elements other than price, including reference checks; and (2) review of price proposals and scoring of the price components.

Based on careful review by the evaluation team, Waste Management was selected as the finalist proponent. City staff have been conducting negotiations to finalize the contract.

II. Public Hearing

On June 22, 2015, the City held a public hearing to hear comments regarding the solid waste collection contract with Waste Management. The following summarizes the comments:

(To be completed after public hearing)

III. Findings

Based on recommendations of the evaluation team, City staff and public comment, the City finds that it is in the public interest to enter into a contract with Waste Management, Inc. for solid waste collection services, based on the following:

- A. Waste Management and DM/Murrey's Disposal submitted timely proposals that met or exceeded the proposal criteria.
- B. Waste Management and DM/Murrey's Disposal arranged for proposal security to the City of Pacific in the amount of Twenty-five Thousand Dollars (\$25,000) and in the form of an irrevocable standby letter of credit, cashier's check or a Proposal Bond satisfactory to the City.
- C. Although the two proponents scored nearly equally by the evaluation team, Waste Management scored slightly better than DM/Murrey's Disposal on management and environmental criteria.
- D. Waste Management unit prices for all service levels, inclusive of all taxes and fees, were proposed in year 2015 dollars and represent a cost savings to the City over current rates.
- E. Murrey's assertion that the City would save \$1.9M should they be chosen has been found lacking after a staff review which found incorrect and unverifiable calculations.
- F. Waste Management agreed to comply with additional requirements, including:
 - 1. A 15% discount for low-income senior & low-income disabled customers who qualify for the discount.
 - 2. Limiting rate increases to CPI with a ceiling of 5% and/or increases in the franchise fee as determined by the City.
 - 3. A minimum franchise fee of 3% of total gross receipts.
 - 4. Residential rates based on default 35-40 gallon cart fee that shall not exceed \$23.60 per month in the first year of the contract.
 - 5. Garbage billing for multifamily garbage collection based on commercial rates.
 - 6. Garbage billing for commercial garbage collection may be based on separate commercial rates if the rate structure is different than that provided to residential customers.
 - 7. All service to City facilities and parks provided at no cost to the City.
 - 8. All billing and collections conducted by Waste Management at their expense.
 - 9. Utility tax of 6% applied to each customer's bill separate from the monthly rate.
 - 10. All garbage collected taken to the King County system for solid waste disposal regardless of which County the garbage comes from. This requirement does not apply to recycling or yard waste.

11. Utilize collection vehicles that reduce carbon emissions (e.g., natural gas fuel, electric hybrid, fully electric, etc.) to help reduce the City's carbon footprint.
 12. Commence collection services under the contract on July 1, 2015.
- G. Waste Management agreed to all terms and conditions specified in the RFP, including service, hiring preferences, contract, indemnification, and insurance.

FINDINGS BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 22nd DAY OF JUNE, 2015.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, City Clerk

Approved as to form:

Carol Morris, City Attorney



Agenda Bill No. 15-191

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: June 22, 2015
SUBJECT: Authorization to Enter into Contract for Solid Waste and Recycling Collection Services

ATTACHMENTS:

- **Resolution No. 2015-270**
 - **Solid Waste Collection Contract with Waste Management, Inc.**
-

Previous Council Review Date: June 15, 2015

Summary: The City has been in negotiations with Waste Management, Inc., as the preferred provider of solid waste collection services for the City of Pacific pursuant to a Request for Proposal process. The terms of the negotiated contract represent the best interest of the city subject to public input on the proposed contract.

Recommended Action: Authorize the Mayor to enter into the Solid Waste Collection Contract with Waste Management, Inc.

Motion for Consideration: I move to approve Resolution No. 2015-270 authorizing the Mayor to enter into the Solid Waste Collection Contract with Waste Management, Inc. under the negotiated terms.

Budget Impact: None.

Alternatives: Renegotiate terms with a solid waste provider, but risk a disruption in solid waste collection services.

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2015 - 270**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING A CONTRACT WITH WASTE MANAGEMENT, INC., FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES.

WHEREAS, the City of Pacific's current contract for solid waste and recycling services expires on June 30, 2015; and

WHEREAS, the City published a request for proposals on April 3, 2015, and received proposals from Waste Management and DM/Murrey Disposal ; and

WHEREAS, after reviewing and considering all proposals, the proposal from Waste Management was determined to be the most beneficial to the City; and

WHEREAS, the contract with Waste Management shall be in effect from July 1, 2015 through June 30, 2025;

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

Section 1. The Mayor is authorized to enter into a contract with Waste Management for solid waste and recycling collection services, in the form as attached hereto as Exhibit A.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 22nd DAY OF JUNE, 2015.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, City Clerk

Approved as to form:

CAROL MORRIS, City Attorney

**CONTRACT FOR SOLID WASTE
SERVICES
BETWEEN THE
CITY OF PACIFIC, WASHINGTON
AND
WASTE MANAGEMENT OF
WASHINGTON, INC.**

July 1, 2015 – June 30, 2025

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Exhibit A: List of City Facilities

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**CONTRACT FOR SOLID WASTE SERVICES
BETWEEN
THE CITY OF PACIFIC, WASHINGTON
AND
WASTE MANAGEMENT OF WASHINGTON, INC.**

This CONTRACT FOR SOLID WASTE SERVICES (hereafter, “**Contract**”) is made and entered into this ___ day of _____, 2015, by and between the City of Pacific, a Washington municipal corporation (the “**City**”), and Waste Management of Washington, Inc., a Washington corporation (“**Contractor**”), to provide for Solid Waste Services in the City Service Area. The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**,” unless specifically identified otherwise.

RECITALS

WHEREAS, the City has negotiated with Contractor for collection, disposal, recycling and other services regarding solid waste; and

WHEREAS, solid waste collection service is a fundamental municipal function, with uniform, managed collection necessary for the preservation of public health; and

WHEREAS, Contractor represents that it has the experience, resources, and expertise necessary to perform solid waste collection services; and

WHEREAS, pursuant to RCW 35.21.120, the City enacted ordinances codified in the City’s Municipal Code which created a system for the orderly collection and disposal of Garbage within the City of Pacific; and

WHEREAS, the City agrees to adopt such modifications to its solid waste ordinances as are necessary to enter into this agreement; and

WHEREAS, the City Council finds that by entering into this Contract for Solid Waste Services, the citizens of the City will receive a greater variety of solid waste services at more stable rates.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS STATED HEREIN, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

For the purposes of this Contract, the following terms shall have the following meanings:

Adjustment Date: The date that occurs annually on September 1st during this Contract.

Bulky Waste/Items: Couches, chairs, mattresses, appliances and other large items that do not fit into the standard Residential or Commercial Garbage Collection truck.

Cart: A Contractor-owned wheeled cart that is a plastic container with 20, 35, 64 or 96 gallons of capacity; designed for and used with a hydraulic lifting mechanism; fitted with a sturdy handle and a cover; is rodent and insect resistant; and is capable of holding collected liquids without spilling when in an upright position. Where appropriate, Carts can be used for Garbage, Recyclables and Compostables Collection.

Carry-Out Service: The servicing of Carts by Contractor which are not placed Curbside by the Residential Customer for collection, but rather require the Contractor to enter onto Residential Customer's property and roll-out or carry-out Carts to Contractor's collection vehicle. Customers may request a carry-out service for an additional fee, as set forth in Exhibit B, and such fees are charged based upon the distance from Contractor's collection vehicle. Carry-out service for Physically Disabled Persons is set forth in Section 2.1.4.

City: The City of Pacific, Washington.

City Solid Waste: All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including Residential, Commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes generated or coming to exist in the Service Area.

Collection: The process by which City Solid Waste is removed from Premises and transported to an appropriate facility for disposal, recycling, composting, or processing.

Commercial: Means of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential Premises which are permitted under applicable zoning regulations and are not the primary use of the property.

Commercial Recycling Customers: Commercial Customers who voluntarily receive Recyclables Collection services.

Compostables: Food Waste, Yard Debris and other materials mutually agreed upon by the Parties.

- **Food Waste:** All compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

- **Yard Debris:** Leaves, grass and clippings of woody, as well as fleshy plants. Unflocked whole holiday trees, if cut in half, are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags and untied reusable bags may be used to contain Yard Debris.

Compostables Cart: A Cart suitable for Residential collection, storage and Curbside placement of Compostables.

Composting: The controlled degradation of organic solid waste, yielding a product for use as a soil conditioner.

Containers: A detachable container or drop-box container suitable for storage and Collection of City Solid Waste. For purposes of this Agreement: (i) “detachable container” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a Collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity; and (ii) “drop-box container” means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized Collection vehicle.

Contractor: Waste Management of Washington, Inc.

County: King County, Washington.

Contract Administrator: The City’s Mayor, or a person designated by the Mayor.

Curb or Curbside: The area within five (5) feet of the Public Street or alley where regular Collection from Residential Premises occurs. If safe access is difficult or extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the Customer, convenient to the Contractor’s equipment, and mutually agreed to by the Contract Administrator and Contractor.

Customer: A Person receiving Solid Waste Services from Contractor pursuant to the terms of this Contract.

Disposal: The ultimate disposition of City Solid Waste at a landfill.

Effective Date: July 1, 2015

Garbage: City Solid Waste that is placed by Customers in appropriate bags, cans, Carts, Containers, or other receptacles for Collection and Disposal by the Contractor. The term “Garbage” shall not include Hazardous Wastes, Special Wastes, Source-Separated Recyclables or Compostables.

Disposal Fee: The fee charged to the Contractor for the Disposal of any City Solid Waste.

Hazardous Waste: Any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“**RCRA**”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“**HSWA**”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

Inaccessible Area: Any road that does not allow safe access, turn-around, clearance or does not meet the weight requirements for Contractor trucks.

Paper: Office paper, copy paper, construction paper; newspaper and paper inserts; magazines and paper inserts; catalogs, mail and paper inserts; envelopes; paper bags; food boxes (cereal, cookie, cracker, etc.); juice boxes; milk, juice and ice cream cartons; aseptic containers, e.g. soup, broth, soy milk, almond milk; paper towel tubes; toilet paper tubes; tissue boxes; non-foil and non-cello wrapping paper; kraft paper bags or boxes; hot or cold cups.

Multi-Family Premises: A Premises with three (3) or more Residences, irrespective of whether residence therein is transient, temporary or permanent.

Multi-Family Residence: A Residence within a Multi-Family Premises.

Non-Regular Scheduled/Temporary Service: Any non-permanent, temporary service requested by a Customer and available from Contractor, for a fee. These requested services will be provided by the Contractor and billed directly to the Customer by Contractor.

Person: An individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of Washington, King County, cities, and special purpose districts.

Physically Challenged Persons: Disabled persons or any other Residential Customer who is not physically able to move Carts out to the Curbside, as determined based upon criteria reasonably established by the Contractor, with input from the City. Requests must be made to the Contractor in writing for such designation, and the Customer household cannot have another able-bodied person living in the home who is capable of rolling Carts out to the Curbside.

Premises: Any land or building in the Service Area where City Solid Waste is generated, deposited, accumulated or otherwise coming to exist.

Public Street: A public right of way used for public travel and owned by the City.

Recycling: The processing of City Solid Waste for the purpose of returning it to the economy in the form of raw materials for new, reused, or reconstituted products, or other uses resulting in diversion from Disposal.

Recyclables: Glass: food or beverage containers; Paper; Cardboard: boxes, packaging and beverage 'flats' or nursery 'flats'; Metal: tin, aluminum and steel food or beverage containers (labels okay); empty aerosol cans; scrap metal (limit: 2'x2'x2', 35 lbs.); metal appliances (cords removed); Plastic: food and beverage containers; PET/PETE bottles; HDPE bottles and jugs; dairy tubs, e.g. butter, yogurt, cottage cheese; cups; rigid plant pots; 5-gallon buckets. All recyclables must be clean and free of liquids, food or any other debris. The City and the Contractor can negotiate deletions or additions to the Recyclables list.

Residence: A living space with a kitchen, individually rented, leased or owned, and located in the Service Area.

Residential: Means of, from, or pertaining to Single-Family Premises and Multi-Family Premises, including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

Recycling Carts: A Contractor-provided 20-, 35-, 64- or 96-gallon (default size) Cart suitable for Residential storage, Curbside placement and Collection of Recyclables.

Service Area: The municipal boundaries of the City, both now and as they may be expanded by annexation during the life of the Contract, subject to the provisions of RCW 35.13.280.

Single-Family Premises: A Premises with one (1) Residence, irrespective of whether residence therein is transient, temporary or permanent.

Single Stream Recycling: A system in which various types of Recyclables are separated from Garbage by the generator and placed together in a Cart or Container for Collection.

Solid Waste Services: Any and all Collection, Disposal, Recycling and Composting services regarding City Solid Waste.

Special Waste: Polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

White Goods: Large household appliances such as washers, dryers, stoves, refrigerators (not containing CFCs), dishwashers, and other similar appliances.

WUTC: The Washington Utilities and Transportation Commission, which regulates solid waste collection in the unincorporated areas of the County.

ARTICLE I - AGREEMENT, TERM

1.1 Agreement

The City hereby agrees that Contractor shall have the exclusive right to perform all of the Solid Waste Services, to the extent allowed by State and Federal law, upon the terms and conditions set forth below.

1.2 Term

The initial term of this Contract is ten (10) years, starting on the Effective Date, and expiring at 11:59 p.m. on June 30, 2025. The Parties may, by mutual written agreement signed by the duly authorized representatives of the Parties, extend the Contract for two (2) successive periods of two (2) years each. Any such extension shall be under the terms and conditions of this Contract. To exercise the option to extend this Contract, the Parties shall agree in writing not less than 180 days prior to the then expiring Contract term.

1.1 Exclusive Right; Franchise Enforcement

The City does hereby grant to Contractor the exclusive duty, right and privilege to perform the Solid Waste Services, except regarding Collection of Recyclables and Compostables, from Commercial Premises. When asked by the Contractor, the City shall use reasonable efforts to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce the exclusive rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate with Contractor in Contractor's actions to enforce such rights (without obligating the City to join any litigation initiated by Contractor).

1.2 Mandatory Services

Pursuant to Section 14.02.070 of the City's Municipal Code, Garbage Collection services are mandatory for all Residential and Commercial Premises. Commercial Recycling and Compostables Collection services are optional for Commercial Premises, and will be provided by Contractor on a subscription basis.

ARTICLE II - GENERAL OPERATIONS

2.1 Collection

2.1.1 General

Contractor shall perform the Solid Waste Services as provided in this Contract. Contractor shall have sixty (60) days from the Effective date to perform any new services. The collection of Hazardous Waste is not included within the scope of this Contract, and Contractor shall be under no obligation to collect any Hazardous Waste. Customers shall remain responsible for any Hazardous Waste or other unacceptable materials placed in collection containers, even if such materials are inadvertently collected by Contractor, and to the extent such Customers can be identified, Contractor may seek to impose upon such Customers any and all costs and expenses

associated with managing such Hazardous Waste or unacceptable materials. However, nothing herein is intended to prevent Contractor from collecting, transporting and/or disposing of any Hazardous Waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any action taken in the performance of this Contract.

2.1.2 Collection Schedule and Hours of Operations

Collection from Residential Customers shall be between the hours of 6:00 AM and 6:00 PM, Monday through Friday. Collection from Commercial Customers may be made without restriction as to collection time or day or week, provided that Commercial Customers adjacent to Residences shall be collected during the Residential times. Recyclables and Compostables will be collected at least every other week, whereas Garbage will be collected at least weekly.

2.1.3 Collection Locations

Contractor shall collect Garbage, Recyclables and Compostables at Curbside from all Single-Family and Multi-Family Premises Customers with Cart-based services. Contractor shall collect Garbage, Recyclables and Compostables from Customers with Container-based services at locations determined by Contractor and the Customer. Contractor may refuse to pick up materials at locations identified by Contractor and approved by the City, acting reasonably, where, because of the conditions of the streets, alleys or roads, it is impractical to operate vehicles, and may refuse to drive into private property where driveways or roads are without adequate turnarounds or have other unsafe conditions.

2.1.4 Collection from Physically Challenged Persons

The Contractor shall offer Carry-Out Service for Garbage, Recyclables and Compostables Carts up to fifty (50) feet from Contractor's vehicle to qualifying Physically Challenged Persons lacking the ability to place Carts at the Curb, at no additional charge. The Contractor shall use qualification criteria that comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

2.1.5 Dangerous Animals

Contractor will not be required to enter into private property to pick up materials while an animal considered or feared to be vicious is loose.

2.1.6 Employees to Use Walks if Carry-Out Service Directed

Contractor employees, in performing collections, shall follow the regular walks for pedestrians (if available) while on Customer property, returning to the street or alley after replacing empty containers. They shall also close all gates opened by them. All employees shall wear clean clothing or uniforms.

2.1.7 Employees Not to Trespass

Contractor Employees shall not trespass or loiter, cross property to an adjoining premises, or meddle with property which does not concern them.

2.1.8 Annual Spring Clean-Up Day

Each year, on a date mutually agreed upon by the City and Contractor, the Contractor shall provide one Residential Customer curbside collection of extra household garbage in bags or cans, limited to five (5) – 32 gallon cans and/or household items measuring no more than one (1) square foot. The curbside clean up will exclude large bulky items; white goods; tires; building materials; rocks; cement; bricks; sod or dirt; recyclable materials; wood pallets, fencing, decking, planter boxes and any hazardous waste.

In conjunction with the annual Spring clean-up day, the Contractor shall collect one (1) select item, such as polystyrene blocks, used cooking oil, or electronic waste from each residential customer who chooses to participate in the clean-up. Materials to be collected, location and date/time of collection shall be mutually agreed on by the City and Contractor. The Contractor shall notify Residents of details for both the curbside collection and select item collection.

2.2 Contractor to Make Examination

Contractor shall make its own examination and investigation regarding the proper method of doing the work and all conditions affecting the work to be done, and the labor, equipment and materials needed therefore and the quantity of work to be performed. Contractor agrees that it is satisfied with its own investigation and research, and will make no claim against City because of any of the estimates, statements, or interpretations made by any officer or agent of the City. This Contract is for the benefit of the Parties thereto, and is not intended to inure to the benefit of any third party.

2.3 Employees

All workers employed by Contractor shall be competent and skilled in the performance of the work to which they may be assigned. All drivers must have a C.D.L. “B” or “A” license and a current medical card.

2.3.1 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: Employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment any required notices setting forth the provisions of this nondiscrimination clause. Contractor understands and agrees that a violation of this nondiscrimination provision shall constitute a breach of this Contract, and that such breach, if uncured, shall cause the Contractor to be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

2.3.2 OSHA/WISHA

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with. The Contractor shall indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the acts and standards issued there under. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the Solid Waste Services.

2.3.3 Compliance with Laws

Contractor agrees to comply, at its own expense, with all applicable City, state, federal and local laws, rules and regulations, including, but not limited to, all applicable laws regarding wages. Contractor shall comply with all applicable local, state and federal regulations and laws regarding the collection, transfer and disposal of Garbage, Recyclables, and Compostables pursuant to this Contract.

2.3.4 Employees to be Courteous, Etc.

Employees of Contractor shall be courteous at all times and not use loud or profane language and shall do their work as quietly as reasonable.

2.4 Company Name

Contractor shall not use a firm name containing any words implying municipal ownership or including the name of the City.

2.5 Contractor's Offices

Contractor shall be required to maintain a local access telephone number or a toll-free number, and such attendants as may be necessary to take care of complaints, as well as orders for special service or to receive instruction. The attendant shall be on duty between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except holidays.

2.6 Permits

Contractor shall take out and pay for any business license or other fee required by the City or any other governmental authority which may be required to provide the services under this Contract.

2.7 Public Utilities

Contractor shall be obligated to protect all public and private utilities whether occupying street, public or private property. If such utilities are damaged by reason of Contractor's operations under this Contract, it shall repair or replace same, or failing to do so promptly as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor. The City shall not be liable for any damage to property or injuries to any person(s) caused by Contractor, as provided in Section 4.3.1.

2.8 Loading

Extra care shall be taken in the loading and transporting of Garbage, Recyclables, Compostables and other wastes so that the material to be collected is not left either on private property or on the streets or alleys. Any Garbage, Recyclables, Compostables or other wastes left on private property or on streets or alleys spilled by Contractor shall be cleaned up within 24 hours of received complaint.

2.9 Cleanup of Spills

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be operated so as to prevent blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at its expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and remove any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering of this material.

All vehicles used in the performance of this Contract shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of Contractor vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval (if requested) by the City before initiating any work under this Contract. All Contractor vehicle drivers shall be provided with annual hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures.

All drop-box Container loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.10 Disruption of Collection

2.10.1 Disruption of Collection Due to Weather and/or Road Conditions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property, or when road conditions such as flooding or weight restrictions affect road use, the Contractor shall collect only in areas that do not pose a danger or are not subject to road use restrictions. The Contractor shall notify the City, on the same business day, of the areas not served. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on their next scheduled service day. Extras will not be charged for as long as it does not exceed double their normal service.

2.10.2 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Year's Day, Thanksgiving Day, and Christmas Day). When the day of regular collection is a legal holiday, the Contractor may reschedule the service to the next day, example: Monday to Tuesday, Tuesday to Wednesday, Wednesday to Thursday, Thursday to Friday and Friday to Saturday. The Contractor may not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

2.10.3 Missed and Makeup Collections

If the Contractor fails to collect a Customer's Garbage, Recyclables or Compostables which have been properly and timely set out for collection during a regularly scheduled collection, other than as provided in Section 2.10.1 or 2.10.2, the Contractor shall make a special make up collection within 24 hours (or one business day) of notification by the City or Customer. This section applies to omitted collections of a single residence, a row of residences, or an entire route. If Contractor fails to provide a special pickup for a missed collection within twenty-four (24) hours (or one business day) after notification by the Contract Administrator or Customer, the Contract Administrator may cause the work to be done and the Contractor shall fully reimburse the City for its collection expenses.

2.11 Collection Equipment

All collection vehicles regularly used by the Contractor during the term of this Contract shall be Compressed Natural Gas (CNG) vehicles, less than ten (10) years old and shall have been used for fewer than two hundred thousand (200,000) miles. Should any such vehicles exceed these limits and yet, in the Contractor's opinion, still be in safe working order, the Contractor must receive prior written approval from the City to continue operating the subject vehicle. Back-up vehicles used less than thirty (30) days per year shall not be subject to the age and mileage limits that apply to regularly-used vehicles, but shall be presentable, in safe working order and shall be subject to all other conditions of this section.

Contractor shall maintain all trucks and equipment used within the City and the same shall be clean, numbered and uniformly painted. All truck bodies used by Contractor shall be constructed of metal and shall be watertight and leak proof. In addition to spill cleanup materials referenced above, each vehicle used by Contractor shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by Contractor shall have adequate coverage at all times to prevent the spillage of City Solid Waste.

2.12 Reserve Equipment

The number and type of collection vehicles furnished by Contract, including back up or reserve equipment in the event of equipment failure, shall be sufficient for the collection of all Customer Garbage, Recyclables and Compostables. Contractor shall make available for rental Containers which meet all applicable safety requirements.

2.12.1 Painting and Cleaning of Vehicles

Collection vehicles shall be painted and numbered and shall have the Contractor's name and number of the vehicles painted in letters of a contrasting color, at least four (4) inches high

on each side of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.

2.13 Method of Processing and Disposal

Contractor shall deliver all Garbage collected under the Contract to the King County Disposal System, unless otherwise negotiated with the City. If the King County Disposal System is not available, then Contractor shall dispose of all Garbage at any permitted and licensed site or facility where such disposal is lawful, as selected by Contractor in its sole discretion. Contractor shall deliver all Recyclables and Compostables collected under the Contract to permitted facilities of its choosing for the processing or disposal of such materials.

2.14 Service to City Facilities

As partial consideration for this Contract, Contractor shall provide free collection of Garbage, Recyclables and Compostables to those City-owned facilities listed in Exhibit A (“**City Facilities**”). Such free collection shall not apply to material which (i) is other than Garbage, Recyclables and Compostables generated at such City Facility through its normal operations and regular weekly service at the facilities listed in Exhibit A (e.g., construction and demolition waste), (ii) is not generated by the City, or (iii) is collected by third parties and delivered to a City Facility.

If the City requests collection services for additional City Facilities, or the volume of a category of material generated by City Facilities increases by 10% or more, then the Parties shall meet and confer in good faith to negotiate an appropriate adjustment to Contractor’s rates set forth herein.

2.15 Carts and Containers

The Contractor shall provide each Single-Family Premises and Residents in appropriate Multi-Family Premises (e.g., duplexes and tri-plexes) with one (1) Cart for Garbage, one (1) Cart for Recyclables, and one (1) Cart for Compostables. Cart sizes available are 20, 35, 64, and 96 gallons (96-gallons is the default size for Recycling and Compostables), at the election of the Customer. Contractor may require a Customer to utilize larger or additional Carts if the Customer’s volume of materials exceeds the Cart capacity. Contractor shall retain ownership of any Carts or other containers provided by Contractor in performing the services under this Contract. Cart deliveries (for new, replacement, and/or re-delivered Carts) shall be subject to the service rate schedule in Exhibit B. Contractor shall deliver Carts necessary to meet the service requirements set forth under this Contract upon a delivery schedule to be mutually agreed upon by the Contractor and the City.

Contractor shall provide each Commercial Premises, City Facility and Multi-Family Premises without Cart-based services with suitable detachable and/or drop-box Containers for Garbage, Recyclables (if desired with respect to Commercial Customers) and Compostables (if desired), as determined by Contractor. Available Container sizes and types are described in Exhibit B.

ARTICLE III - REPORTING REQUIREMENTS

3.1 Reporting Requirements

Contractor shall make available to the City for review monthly and annual reports regarding the number of customers for each class and level of service. The City shall have the right, during normal business hours and upon reasonable (at least three (3) business days') advance notice given to Contractor by the City, to inspect the books of Contractor. Contractor shall maintain billing records, customer lists, compliance records and customer complaints for a period of three (3) years or as required by law, whichever is the greater.

3.2 Contractor's Records; Access Inspection

The City shall have the right to inspect and copy all books, records and documents, and to interview any person, and to review any evidence in Contractor's possession and control that may assist the City in determining whether the Contractor is in compliance with the Contract. However, all financial, commercial, personnel, trade secret and technical information relating to the business of Contractor (“**Confidential Information**”) acquired directly or indirectly by the City, including pursuant to any rate review or performance review hereunder, shall be kept by the City in strict confidence. The City shall not use Confidential Information for any reason or in any manner other than as expressly provided in this Article III. The Contractor acknowledges that the City is subject to chapter 42.56, the Public Records Act, and is required to disclose certain public records in the City's possession. If the City receives a third party request for any public record that the City has obtained from the Contractor under this Section, the City shall notify the Contractor of the receipt of such request, and the Contractor may, consistent with RCW 42.56.540, request court protection of such record(s).

ARTICLE IV - INSURANCE AND SAFEGUARDS

4.1 Insurance

Contractor shall procure and maintain for the duration of the Contract insurance for claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for Contract termination under Section 10.1.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise to limit the City's recourse to any remedy available at law or in equity.

4.1.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional

insured under the Contractor's Automobile Liability policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.

(2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. ~~The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85 or a substitute providing equivalent coverage.~~ There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.

(5) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability – Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

4.1.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 ~~general~~ ~~annual~~ ~~general~~ aggregate and a \$2,000,000 products-completed operations aggregate limit. The general aggregate shall apply per project or per location

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Pollution Legal Liability. The Pollution Legal Liability shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims made basis.

(5) Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000 and Employer's Liability Disease – Policy Limit \$1,000,000.

4.1.3 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions shall be for the account of Contractor and payment of such shall be made by Contractor without contribution from the City.

4.1.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Contractor's Pollution Liability coverage:

(1) The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

(2) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City.

(4) The City will not waive its right to subrogation against the Contractor. . The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance or insurance pool coverage maintained by the City.

4.1.5 Acceptability of Insurers

Insurance to be placed with insurers with a current A.M. Best rating of not less than A: VII.

4.1.6 Verification of Coverage

The Contractor shall furnish the City with original certificates including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor within ten (10) days of the date of execution of this Agreement by both parties.

4.1.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

4.1.8 Contractor's Insurance Primary

The Contractor's insurance coverage shall be primary insurance as respects the City, but only as respect the liabilities assumed by Contractor under this Contract. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

4.2 Performance Bond

Contractor shall furnish to the City a proper performance bond to be approved by the City Attorney, conditioned that Contractor shall faithfully perform all the provisions and terms of the contract and related documents and pay all laborers, mechanics and subcontractors and material persons, and all persons who shall provide such Contractor with provisions and supplies for the carrying on of such work; which bond shall be signed by Contractor and two or more good and sufficient sureties or with Surety Company as Surety, and shall be in the amount of Fifty-Six Thousand Dollars (\$56,000.00). Said bond shall at all times be kept in full force and effect during the term of this Agreement. Contractor agrees to pay all costs, including attorney's fees, associated with the enforcement of said bond.

4.3 Indemnification and Hold Harmless Agreement

4.3.1 Indemnification

The Contractor shall defend, indemnify and hold the City and its volunteers, agents, employees, officials and/or officers, harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees arising out of or resulting from or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

4.3.2 Waiver of RCW Title 51

It is further and specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE V - GARBAGE COLLECTION

5.1 Garbage Collection

For Residential Premises with Cart-based Solid Waste Services, Garbage shall be collected by the Contractor on a weekly basis, at the service levels and rates set forth in Exhibit B. Commercial and Multi-Family Premises not receiving Cart-based Solid Waste Services shall have its Garbage collected by Contractor in accordance with the frequency, service levels and rates set forth in Exhibit B.

5.1.1 Carts; Containers

For Residential Premises with Cart-based Solid Waste Services, Garbage will be collected in Contractor provided Carts. Extra materials which do not fit neatly within the Customer's primary Cart/can shall be collected for an additional fee as set forth in Exhibit B and may be placed adjacent to the primary Cart in customer provided plastic bags which can be safely collected by Contractor's personnel and equipment. All Garbage from Commercial Premises, City Facilities and Multi-Family Premises with Container-based services will be collected in Contractor provided Containers, and extra materials which do not fit neatly within the Customer's primary Container shall be collected for an additional fee as set forth in Exhibit B and may be placed adjacent to the primary Container in Customer provided plastic bags which can be safely collected by Contractor's personnel and equipment.

ARTICLE VI - RECYCLABLES COLLECTION

6.1 General Recycling Provisions

For Residential Premises with Cart-based Solid Waste Services, Recyclables shall be collected on a Single Stream basis every other week, on the same days as Garbage collection. The cost of such Residential Recyclables collection shall be included in the rates for Residential Garbage collection set forth in Exhibit B.

For Multi-Family Premises with Cart/Container-based Solid Waste Service, Recyclables shall only be offered as Cart-based service and shall be collected on a Single Stream basis every other week. The cost of such Multi-Family Recyclables collection shall be included in the rates for Multi-Family Garbage collection set forth in Exhibit B.

Recyclables Collection services will be provided to Commercial Customers pursuant to separate agreements.

Contractor becomes the owner of Recyclables when they are placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage them in any manner the Contractor deems to be economically feasible. The Contractor shall be responsible for all marketing and sale of Recyclables collected hereunder and shall be entitled to all proceeds therefrom.

6.2 Recycling Carts/Containers

Contractor will provide a 35, 64 or 96 gallon Cart to all Residential Customers with Cart-based Solid Waste Service. The default Cart size shall be 96 gallons, unless a Customer requests a different size.

Upon customer request, the Contractor will provide a 96 gallon Cart to Multi-Family Premises Customers with Cart/Container-based Solid Waste Service.

For each City Facility, Contractor will provide an appropriate sized Cart(s)/Container(s) to store Recyclables generated between collections by Contractor. Alternatively, the City may provide its own Container(s), so long as they are compatible with Contractor's collection vehicles.

ARTICLE VII - COMPOSTABLES COLLECTION

7.1 General Compostables Provisions

For Residential Premises with Cart-based Solid Waste Services, Compostables shall be collected every other week, on the same days as Garbage collection. The cost of such Residential Compostables collection shall be included in the rates for Residential Garbage collection set forth in Exhibit B.

Yard Waste and Food Waste may be commingled by such Residential Customers in the Compostables Cart. Small Commercial and Multi-Family Premises Customers with Cart/Container-based Solid Waste Services may participate in the Compostables collection program for the fees set forth in Exhibit B. Such Customers shall be provided a 96 gallon Cart(s).

Contractor becomes the owner of Compostables when they are placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage them in any manner the Contractor deems to be economically feasible. Contractor shall be responsible for all marketing and sale of Compostables collected hereunder and shall be entitled to all proceeds therefrom.

7.2 Holiday Tree Collection

At no additional cost to the customer, the Contractor shall collect unflocked, undecorated, natural holiday trees (Christmas trees) during the first full week of regularly scheduled Compostable materials collection in January of each calendar year from all Single Family and Multi-Family Residences within the city limits. The Contractor shall not be obligated to collect holiday trees that are not properly placed at the curb, next to the compostables cart.

ARTICLE VIII - COMPENSATION

8.1 Contractor Rates

The Contractor shall charge the rates set forth in Exhibit B, as adjusted over time under this Contract, for all services performed (excluding those for which this Contract allows direct negotiation with Customers). The Contractor shall be responsible for billing and collecting funds from Residential and Commercial Customers in accordance with the rates listed in Exhibit B. There shall be a 15% low income senior citizens and/or low income disabled customer discount on residential rates afforded to qualifying customers in accordance with Pacific Ordinance No. 12-1831 and Pacific Municipal Code section 14.02.120. The City shall provide notification to

the Contractor of qualifying customers and shall annually review the application process to ensure the integrity of those accounts receiving the discount.

The Contractor may occasionally provide services outside the scope of this Contract which are related to solid waste collection in the City. If pricing for such services are set forth in the otherwise applicable WUTC tariff, such WUTC rates shall apply. Otherwise, the Contractor shall propose to the City a customer rate for the service. Upon approval of the City, the Contractor may proceed to offer that service.

8.1.1 CPI Adjustments to Collection Component

Commencing on July 1, 2016 and on the same date annually thereafter (the “**Adjustment Date**”), the collection component of Contractor’s rates set forth in Exhibit B (as adjusted hereunder) shall be automatically increased by 100% of the annual percent increase in the Consumer Price Index (“**CPI**”) - for Seattle, Tacoma, Bremerton (1982-84 = 100) for Water and Sewer and Trash Collection that is seasonally adjusted (Series ID: CUSR0000SEHG) or successor indices as published by the Bureau of Labor Statistics, for the twelve month period ending in February. At least sixty (60) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor’s rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall neither be negative nor greater than 4.75% percent. In the event the CPI index series increases year-on-year more than 4.75%percent, that portion of the CPI adjustment exceeding 4.75% percent shall carry forward to the next year, so long as the current year CPI adjustment does not exceed a total of 4.75% percent after application of the carry forward amount.

8.1.2 Pass Through Adjustment to Disposal Component

The disposal fee component of Contractor’s rates set forth in Exhibit B (as adjusted hereunder) shall be automatically adjusted to reflect increases in King County disposal fees for solid waste and increases in tip fees for compostables. Such adjustments shall be effective the date on which the modified fees go into effect, and based on Cart/Container content weights specified in Exhibit B of this Contract. The business and occupation tax shall be applied to these fees.

8.1.3 Periodic Adjustment Due to Extraordinary Circumstances:

The Contractor’s rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the adjustments set forth in Section 8.1.1, 8.1.2 and 8.1.3, the Contractor’s rates under this Contract shall, upon written request of Contractor or City, be further adjusted for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:

- (a) material changes in Contractor’s costs resulting from a Force Majeure event;

- (b) changes in the scope or method of services provided by Contractor or other changes or fees required, initiated, or approved by the City;
- (c) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Contract;
- (d) any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of City Solid Waste (excluding increases in King County disposal fees, for which Contractor receives an adjustment under Section 8.1.3);
- (e) a material fluctuation in the markets or market price for Recyclables, unforeseen increases in the cost of collection, handling, storing, transporting, marketing, or sale or other disposition of Recyclables, the need for increased promotional or educational activities pertaining to recycling or any changes to the definition of “Recyclables” set forth herein;
- (f) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increase costs and accompanying rate adjustment necessary to offset such increased costs. The City may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the City shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall act within ninety (90) days of receipt of the request from Contractor, and shall either approve or disapprove the request, provided that approval shall not be unreasonably withheld

8.2 Road Maintenance City Fee

Contractor shall pay City 3% of gross revenues collected each complete calendar quarter during the term of this Contract (“**Quarterly Fee**”). Such payments shall be made by Contractor on or before the twentieth (20th) day of the month following the applicable quarter. The term “gross revenues” means any and all revenue or compensation actually collected by Contractor from Customers under this Agreement for the exclusive collection, transportation, processing, recycling and disposal of City Solid Waste, in accordance with Generally Accepted Accounting Principals (GAAP), net of Quarterly Fees. The term gross revenues, for purposes of this Agreement, shall not include any: a) City, or other federal, state, or local taxes or surcharges; b) any Customer late fees, NSF charges, interest, or reactivation charges; or c) any revenues generated from the sale of Recyclables or any recycling rebates received from the State.

The Road Maintenance City Fee amount may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described

in Section 8.1.1 and that the Contractor's rates are adjusted accordingly to pass through any changes in the Road Maintenance City Fee such that the Contractor remains whole. The City shall notify the Contractor of the new Road Maintenance City Fee for the following year by March 1st, and the Contractor shall itemize and include the appropriate adjustment in its rate modification notice to the City each year. In the event that the Road Maintenance City Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state business and occupations tax, as may be adjusted from time to time by the State of Washington, to the rate adjustment calculation to keep the Contractor whole.

ARTICLE IX - BILLING SERVICES AND CUSTOMER EDUCATION

9.1 Contractor Billing

Contractor shall be responsible for billing and collection of all charges, fees and taxes for the collection of City Solid Waste pursuant to this Contract. Contractor shall also perform all customer service functions related to billing and responding to any Customer inquiries. If City ever levies a utility tax or other gross receipts tax, Contractor agrees to collect and remit such taxes to the City without any additional charge for the administrative expense incurred in collection and remitting such taxes.

9.2 Collection for Non-Payment

The Contractor may bill to Customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Interest shall accrue on delinquent charges at the rate set forth by the Contractor until paid in full, but shall not exceed usury rates established in Chapter 19.52 RCW. If a Customer becomes sixty (60) days delinquent on a Contractor invoice, Contractor shall reduce their service to the minimum service level within their class of service. The Contractor may make arrangements for third party collection and/or lien the property for the debt and may petition the City to discontinue service to any delinquent customer. The City shall not unreasonably withhold approval. In the event of discontinued service, the Contractor may charge a redelivery fee of \$25.00 should the Customer request to reinstate their service after paying all overdue balances. The redelivery fee in Exhibit B includes all three carts for Single-family Customers.

The Contractor shall provide the City with a listing of all delinquent customers on a monthly basis, by the thirtieth (30th) day of each month for the month preceding. The listing shall include customer name, address, regular subscription level, amount due on the account and number of days delinquent.

9.3 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Carts/Containers, repeated refusal to position Garbage, Recyclables and Compostables containers properly for automated collection, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make reasonable efforts to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail and the City has provided approval. The City may not unreasonably withhold approval. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

9.4 Promotion, Education, and Outreach

The Contractor shall have primary responsibility for developing, designing and executing general waste reduction/recycling public education and outreach programs, with the assistance and cooperation of the City. The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing ongoing recycling promotion, at the direction of the City

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. The Contractor shall provide an Annual Service Update for the Residential and Multi-Family sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Residential Customers and Multi-Family Property Managers and, at a minimum, shall include an informational brochure indicating all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection calendar and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be delivered in a manner agreeable to the City to every new Residential Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information.

The Contractor shall annually contact all Commercial Customers to promote recycling services and conduct, as necessary, onsite audits, education, and options to reduce garbage service levels through various recycling programs.

ARTICLE X - DEFAULTS

10.1 Termination

Except for the occurrence or existence of Force Majeure, in the event of any material failure or refusal of Contractor to comply with any obligation or duty under this Contract, the City and Contractor shall meet and confer in good faith in an effort to agree on a resolution of the breach. If the Parties are unable to agree on the informal resolution the breach, and the Contractor has violated a material provision of this Contract, the City may provide Contractor with written notice of the default, stating the specific reasons for default and the provisions of the

Contract which have been violated. The Contractor shall then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe. If the Contractor fails to cure the default within the stated period, or fails to commence such cure in a manner reasonably satisfactory to remedy the stated reason, then the City may at its option terminate all or a portion of this Contract. The City reserves the right to pursue any remedy available at law for any default of the Contractor, including enforcement of the Bond.

The City shall be in default of this Contract if it violates any material provision of this Contract. The Contractor reserves the right to pursue any remedy available at law for any default by the City. In the event of default, the Contractor shall give the City written notice of the default, stating the specific reasons for default and the provisions of the Contract which have been violated. The City shall then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe. If the City fails to cure the default within the stated period, or fails to commence such cure in a manner reasonably satisfactory to the Contractor to remedy the stated reason, then the Contractor may at its option terminate this Contract.

10.2 Liquidated Damages

As a breach of the mandatory Collection service provided by this Contract would cause serious and substantial damage to City and its residents, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by City by such breach, it is agreed that in case of breach of service, City may elect to collect liquidated damages for each such breach and Contractor shall pay City as liquidated damages and not as penalty, the amounts set forth in Exhibit C, such sums being the amount which City will be damaged by the breach of such services. An election to seek such remedy shall not be construed as a waiver of any remedies City may have as to any subsequent breach of services under this Contract. Liquidated damages shall not apply if the breach caused by a force majeure event.

Fines may be levied only with respect to Residential Collections and Commercial Garbage Collections. Fines may be levied if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract terms. For multiple or continuous violations not falling within the previous sections, the City may assess a cumulative maximum fine of up to one thousand dollars (\$1,000.00). Any fine may be appealed by the Contractor to the City Council whose decision in the matter will be final.

Liquidated damages will be reasonably applied and may be levied only if documented in an incident report presented by the City to the Contractor. The Contractor shall be notified and provided a copy of an incident report and shall be given 24 hours to cure the problem (if applicable) before liquidated damages are invoiced to the Contractor, except in the case of incidents for which, due to the nature of the event, a "cure" is not possible. Such liquidated damages as City shall elect to collect shall be billed to Contractor and be paid within twenty (20) days. Application of these damages may be appealed within ten (10) days by Contractor to the Contract Administrator, whose decision shall be final.

ARTICLE XI - ANNEXATION

11.1 Franchise Rights/Annexations

If, during the term of this Contract, additional territory is added to the City through annexation or other means and the Contractor has an existing WUTC certificate or other franchise for collection at the time of annexation, the Contractor agrees by accepting this Contract from the City, that the certificate or franchise applicable to the annexed areas shall be deemed canceled on the effective date of the annexation. The Contractor shall service the newly annexed areas either under the terms and conditions set forth in this Contract or retain current WUTC rates for service, solely at the discretion of the Contractor.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The term during which the Contractor will service any future annexation areas shall be ten (7) years, notwithstanding the term set forth in Article 1 of this Agreement.

ARTICLE XII - MISCELLANEOUS

12.1 Non-Waiver

The failure of any Party to enforce any Contract provision is not and shall not be construed as a waiver of that provision. The payment or acceptance of compensation subsequent to any breach is not and shall not be construed as an acceptance of that breach. All waivers must be in writing.

12.2 Notices

Any notices to be sent to the City shall be sent to the Contract Administrator at the following address:

Attn: City Administrator
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Any notices sent to Waste Management of Washington, Inc. shall be sent to:

Mary S. Evans, Area Director of Public Sector Services
Waste Management of Washington, Inc.
720 4th Avenue, Suite 400
Kirkland, WA 98033

12.3 Severability

If any provision of this Contract is held to be void, invalid or unenforceable under any applicable law by a court of competent jurisdiction, the remaining provisions of the Contract shall remain in effect and bind the parties.

12.4 Entire Agreement

This Contract and all Exhibits hereto constitute the entire agreement between City and Contractor, and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both parties.

12.5 Attorneys' Fees

In the event of any action or proceeding to enforce, interpret, construe, or otherwise resolve a dispute between the parties arising from any term, condition or provision of this Contract, the substantially prevailing party in such action or proceeding shall be entitled to recover, in addition to all other relief, from the other party, reasonable attorneys' fees incurred by the substantially prevailing party in connection with such action or proceeding, including but not limited to any appeal thereof.

12.6 Change in Service

Contractor shall give sixty (60) days written notice to the Contract Administrator of any change which affects the date of collection, provided that no change in the terms of this Contract may be made unless agreed to in writing by the Contract Administrator.

12.7 Assignment

This Contract may not be assigned or transferred by Contractor, without the prior written consent of the City Council, as evidenced by a City Resolution and the signature of the Mayor. The City may withhold its consent to assignment or transfer of this Contract, in its sole discretion. In the event of an unauthorized assignment or transfer, the City reserves the right to cancel or terminate the Contract.

12.8 Force Majeure

Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("**Force Majeure**"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the City promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists. The City and Contractor will engage in disaster preparedness planning to address service response in the event of an emergency or Force Majeure in an effort to minimize interruptions in performance under this Agreement.

12.9 Applicable Law / Venue

This Contract shall be governed by the laws of the State of Washington. Venue for any action hereunder shall be in King County Superior Court.

12.10 Independent Contractor

The Parties agree and acknowledge that Contractor is an independent Contractor and not an agent or employee of the City, and that no liability (except as provided herein) shall attach to the City as a result of the acts or omissions of Contractor, its employees, agents, or assigns. Contractor shall have no authority to execute agreements or to make commitments on behalf of the City, and nothing contained in this Contract shall be deemed to create the relationship of employer and employee or principal and agent between the City and Contractor.

12.11 Subcontracting

The Parties intend that Contractor shall perform pursuant to the terms of this Contract with its own employees. However, in the event any incidental subcontractor services are necessary, Contractor agrees to be responsible for the standards of performance of any subcontractor. Contractor agrees that no subcontractor shall relieve Contractor of any obligations under this Contract.

12.12 Taxes and Fees

Contractor acknowledges that it is responsible for the payment of any local, state, or federal taxes or fees with respect to Contractor's agents and employees, and any taxes or licenses applicable to Contractor's business activity.

12.13 Insolvency; Right to Terminate Contract

In addition to other terms of this Contract, any or all of the following shall be considered events of default of this Contract, allowing the City to terminate the Contract if such events are not cured within 10 days of written notice: a) if Contractor petitions any court to be adjudged a bankrupt; b) if a petition in bankruptcy is filed in any court against Contractor; c) if Contractor is adjudged to be insolvent; d) if Contractor is adjudged to be bankrupt; e) if a receiver or other officer is appointed to take charge of the whole or any part of Contractor's property or to wind up or liquidate its affairs; f) if Contractor seeks reorganization under the Federal Bankruptcy Code, as amended; or g) if Contractor admits in writing its inability to pay its debts as they become due.

12.14 Reservation of Municipal Authority

The City specifically reserves the right to enact general municipal ordinances and resolutions affecting all businesses and persons in the City. Should the City make changes to their general municipal ordinance and resolutions which impact the solid waste business, the Contractor shall be notified at least thirty (30) days in advance of the date for which the ordinance or resolution is noted as an agenda item at a city council meeting.

12.15 Successors and Assigns

This Contract shall be binding upon the Parties and their successors and assigns.

12.16 Corporate Authority

Each individual executing this Contract on behalf of a corporation or entity represents and warrants that he/she is duly authorized to execute and deliver this Contract on behalf of the corporation or entity.

12.17 Dispute Resolution

In order to have an administrative mechanism for promptly mediating Customer complaints regarding billing for or the collection of Garbage, Recyclables, or Compostables, the City and the Contractor agree as follows: 1) the Contractor shall first make a good faith effort to resolve a Customer's complaint; 2) in the event the Customer is not satisfied with the Contractor's resolution, the complaint shall be forwarded to the City's Mayor or Mayor's designee who shall resolve the complaint after discussing the matter with the Customer and the Contractor.

Agreed to as of this _____ day of _____, 2015:

City of Pacific

Waste Management of Washington, Inc.

By: _____
Mayor

By: _____
Its: _____

Attest:

By: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT A

LIST OF CITY FACILITIES

- 1). Pacific City Hall-100 3rd Avenue S.E.
1-4yard MSW 1x/week
1-2yard REC 1x/week
1-64gallon REC 1x/week
- 2). Pacific Fire and Police -133 3rd Avenue S.E.
2-96gallon REC Carts 1x/week
1-3yard MSW 1x/week
1-64gallon REC 1x/week
- 3). Well – 521 Ellington Rd, Algona
- 4). Reservoir – 331 County Line Rd
- 5). All City Park Facilities
 - 5a). City of Pacific Blueberry Park – 117 5th Avenue SW
Serviced at 1 Milwaukee Boulevard & 5th
1-35gallon MSW 1x/week
 - 5b). City of Pacific Strawberry Park – 124 Strawberry Court SW
Serviced at Yakima Boulevard and Otter Dr.
 - 5c). City of Pacific Sunset Park – 240 Sunset Drive
 - 5d). Pacific City Park – 600 3rd Avenue SE
1-6yard MSW 1x/week
 - 5e). City of Pacific Rhubarb Park – xxx Rhubarb Street SW
Serviced at Rhubarb Street SW & Yakima
1-35gallon MSW 1x/week
 - 5f). City of Pacific Beaver Park – 550 Beaver Boulevard
Serviced at Coyote Dr. & Beaver Boulevard
1-35gallon MSW 1x/week
- 6). Pacific Algona Community Center Gymnasium – 305 Milwaukee Ave.

7). Pacific Algona Community Senior Center – 100 3rd Ave SE

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EXHIBIT B
SERVICE RATE SCHEDULE

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EXHIBIT C

LIQUIDATED DAMAGES

Missed collection that is not collected within a 24 hour period after being notified:	\$50.00 per incident to a maximum of \$500 per truck per day
Repetition of complaints on a route after notification to replace can or detachable container in designated locations, spilling, not closing gate, crossing planted areas, or similar violations:	\$25.00 per incident to a maximum of \$500 per truck per day
Commencement of residential collection prior to 6:00 a.m. or after 10:00 p.m. Also applies in other areas within 300 feet of residential sections.	\$100.00 per incident (each truck on each route is a separate incident)
Failure to collect spillage consistent with the provisions of this Contract (except where caused by overloading by the customer).	\$25.00 per incident
Collection from residential premises on other than the day specified without appropriate notice as specified in this Contract.	\$25.00 per structure, to a maximum of \$750.00 per truck, per day.
Failure to collect within twenty-four (24) hours after notification of a missed collection of an entire block segment of 1-4 unit residences. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction).	\$150.00 per block segment.
Collection of material set out for pick up under different collection program, if clearly marked for recycling or charitable purposes if self-evident.	\$25.00 per incident, up to a maximum of \$750.00 per truck per day.
Failure to deliver recyclable materials or yard waste containers within seven (7) business days of notice.	\$10.00 per container, per day.
Misrepresentation by Contractor of records.	\$250.00 per incident report.
Failure to clean or replace detachable containers within seven (7) business days of notification by City.	\$25.00 per container per day.
Failure to maintain clean and sanitary cleaning facilities and vehicles.	\$25.00 per vehicle to a maximum of \$100.00 per visit.
Landfilling uncontaminated recyclables or yard waste.	\$100.00 per ton with no maximum; minimum of \$100.00 per incident.

Pursuant to Section 12.8 of the Contract, labor disturbances, such as strikes and lockouts, are Force Majeure events. However, notwithstanding Section 12.8, the City may assess the first liquidated damage item listed above for missed collections due to labor disturbance Force Majeure events if make-up collections are not performed within seven (7) days from the 24-hour make-up collection deadline. In the event that a labor disturbance causes Contractor to miss more than one regular service cycle/pick-up, the Contractor shall provide each such affected Customer credit for all service missed due to the labor disturbance including the first missed cycle. The credit shall be equal to the Customers' regular rate that is attributable to the missed service, including all taxes and fees. The credit shall be placed on the Customer's next regular invoice.

EXHIBIT D
CITY SERVICE AREA

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Agenda Bill No. 15-084

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 22, 2015
SUBJECT: Abatement of Nuisance Tree

ATTACHMENTS: Resolution No. 2015 - 263
 Exhibit A
 Exhibit B

Previous Council Review Date: N/A

Summary: Pacific Municipal Code (P.M.C.) 8.20.030 defines “...trees, shrubs or vegetation or parts thereof which so overhang any sidewalk or street or which are growing thereon in such manner as to obstruct or impair the free and full use of the sidewalk or street by the public, are public nuisances.” Pursuant to this definition a nuisance tree exists on private property located at 502 3rd Avenue SW (Tax Parcel # 3353404460). The tree in question is located at the intersection of 3rd Avenue and West Valley Highway approximately 200-feet north on the west side of the road.

Six (6) certified letters have been sent to the property owner requesting that the identified nuisance tree be removed.

- January 27, 2015 – The first certified letter was sent to the property owner requesting removal of the nuisance tree located on this property. No return receipt was received by the City and the letter was returned as undeliverable on February 9, 2015.
- February 10, 2015 – The second letter was sent to the property owner at a different address requesting removal of the same nuisance tree. No return receipt was received by the City and the letter was returned as undeliverable on February 27, 2015.
- March 2, 2015 – The third certified letter was sent to the property owner at a third address requesting removal of the nuisance tree. No return receipt was received by the City and the letter was returned as undeliverable on April 29, 2015.
- April 2, 2015 – The fourth certified letter was sent to the property owner to the address identified in the third letter specifying that the nuisance tree needed to be removed by April 16, 2015 or additional enforcement action would follow. No return receipt has been received by the City and the letter was returned as undeliverable on May 23, 2015.
- May 12, 2015 – A fifth certified letter was sent to the property owner, return receipt requested, at the mailing address identified in the second letter. This property owner and his attorney have been communicating with the City on a different matter. Therefore, the City Attorney recommended that a copy of this letter be sent to the property owner’s attorney. This letter specifies that the nuisance tree needs to be removed by May 22, 2015 or additional enforcement action would follow. No return

receipt has been received by the City, nor has the property owner's attorney contacted the City and the letter was returned as undeliverable on May 29, 2015.

- June 9, 2015 – Letter sent certified, return receipt requested, to the property owner at the same address as the second and fifth letter and a copy to the property owners' prior legal counsel. The letter informs the property owner of a resolution to be heard before City Council on June 15, 2015 to authorize staff to abate the nuisance tree if property owner has not removed the nuisance by date established in the resolution. Said resolution further authorizes the City to bill property owner for expenses to abate the tree and to lien the property if the bill for abatement is not paid within thirty (30) days of presentment of the bill.

PMC 8.20.050 specifies that City staff *"...shall enforce this chapter and if any property owner fails or refuses to abate any such nuisance as contemplated by PMC 8.20.030, the city council may, after report filed by the street superintendent, by resolution require such property owner, in addition or alternative to the penalties prescribed by PMC 1.16.010, to abate the nuisance by removal or destruction, at his cost and expense within a time specified in the resolution; and if the removal or destruction is not made by such owner within the time specified, the street superintendent may abate the same as provided in PMC 8.20.080."*

Pursuant to PMC 8.20.050 this "report" is an official request to City Council to pass a resolution that (a) fixes a timeframe for the property owner to abate the nuisance tree, (b) authorize City staff to abate the nuisance tree, if the tree has not been removed in the specified timeframe, (c) mail the bill to the property owner for the cost of the tree abatement and lien the property for the cost of tree abatement, if the bill is not paid within thirty (30) days of the mailing date.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015- 263, to authorize City staff to abate the nuisance tree located at 502 3rd Avenue SW.

Motion for Consideration: I move to approve Resolution No. 2015-263, a Resolution Declaring a Violation of Pacific Municipal Code Chapter 8.20 authorizing the abatement and removal of the nuisance tree located at 502 3rd Avenue SW.

Budget Impact: Estimate \$500 - \$1,000 to remove the tree and another \$500 - \$1,000 for administrative staff time to enforce removal of the nuisance tree.

Alternatives: Do nothing and let nature abate the tree.

**CITY OF PACIFIC,
WASHINGTON**

RESOLUTION NO. 2015-263

A RESOLUTION OF CITY OF PACIFIC, WASHINGTON, DECLARING A VIOLATION OF PACIFIC MUNICIPAL CODE CHAPTER 8.20 (OBSTRUCTING OR HAZARDOUS VEGETATION) RELATING TO A TREE OVERHANGING A CITY STREET LOCATED AT 502 – 3RD AVENUE SOUTH IN PACIFIC, WASHINGTON, DECLARING THE SAME TO BE A PUBLIC NUISANCE, REQUIRING ABATEMENT BY THE PROPERTY OWNER AND UPON FAILURE OF THE PROPERTY OWNER TO PERFORM SUCH ABATEMENT, AUTHORIZING ABATEMENT OF THE NUISANCE TREE AND COST RECOVERY BY THE CITY, AS ALLOWED BY SECTION 8.20.080 OF THE PACIFIC MUNICIPAL CODE.

WHEREAS, all owners and users of property within the City have a legal duty to maintain their property and ensure that the property they own and/or use is properly maintained, kept free of vegetation that constitute a nuisance which endangers the public health, safety and welfare; and

WHEREAS, the City Public Works Director, through visual inspection, determined that there is a tree located on private property at 502 3rd Avenue S.W, which overhangs West Valley Highway (as shown in Exhibit A, attached hereto and incorporated herein by this reference) in such manner as to obstruct or impair the free and full use of the street by the public, and is therefore a public nuisance in violation of PMC Section 8.20.030; and

WHEREAS, the City Public Works Director has caused to be sent, through the U.S. Postal Service, five certified letters to the owner of the property, as shown in the County assessment records for the property (AALCO PACIFIC INC) informing the property owner of the violation of Pacific Municipal Code Chapter 8.20 and of the need to abate the nuisance on or before May 22, 2015; and

WHEREAS, the City received no response from AALCO PACIFIC INC and the nuisance remains unabated; and

WHEREAS, on June 9, 2015, the City Public Works Director sent a notice to AALCO PACIFIC INC by U.S. Postal Service, informing the property owner that a City Council meeting is scheduled for June 15, 2015, for the purpose of the City Council's consideration of this Resolution No. 2015-263, which describes the property involved, describes the condition of the tree, describes the manner in which the tree constitutes a nuisance as defined in PMC Section 8.20.030, and the fact that the tree must be abated on or before June 15, 2015 or the property owner may suffer the consequences set forth in PMC Section 8.20.080; and

WHEREAS, PMC Section 8.20.060 provides that Resolution No. 2015-263 shall not be passed until the property owner is given at least 10 days' notice of the pendency of the proposed resolution, and that the notice shall be given by mailing, posting on the property and publication in the City's official newspaper; and

WHEREAS, the Public Works Director has attested that such mailing, posting and publication has taken place at least five days before the City Council's adoption of the Resolution in an affidavit that is on file with the City Clerk;

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

1. Declaration of Nuisance. Based on the evidence presented by the Public Works Manager at the June 15, 2015 public meeting, the City Council hereby declares that the tree located at 502 3rd Avenue SW, Pacific, WA is a nuisance because it is dead and overhangs West Valley Highway (as shown in the attached photograph, attached hereto as Exhibit A, which was taken on April 27, 2015. This unabated vegetation nuisance exists in violation of Pacific Municipal Code (PMC) Chapter 8.20 (Obstructing or Hazardous Vegetation). The property owners, AALCO PACIFIC INC are responsible for compliance with all applicable requirements PMC 8.20.
2. Notice. The City Public Works Manager has sent five certified letters to the property owners, requesting that the nuisance tree be removed, and the last of these letters required abatement on or before June 15, 2015.
3. Failure to Abate. The property owners have failed to abate the nuisance tree by this deadline, which tree still exists and overhangs West Valley Highway, as shown in the photograph attached hereto as Exhibit A.
4. Notice of this Resolution. The City is required to provide notice to the property owners of the pendency of this Resolution, as provided in PMC Section 8.20.060. On June 9, 2015, the Public Works Manager mailed such notice, with a copy of this Resolution, to the property owner at, which satisfied the requirement that 10 days' notice of the pendency of the Resolution be provided. On June 16, 2015, the Public Works Manager posted the property with a notice describing the substance of this Resolution at least five days prior to the adoption of this Resolution. On June 9, 2015 the Public Works Manager caused a notice describing the substance of this Resolution to be published in one issue of the official newspaper, at least five days prior to the adoption of this Resolution. The City has complied with the procedural requirements of PMC Chapter 8.20, and the Public Works Manager's affidavit demonstrating such compliance is on file with the City Clerk.
5. Failure to Abate/Respond. As of the date of the drafting of this Resolution, AALCO PACIFIC INC have failed to respond or to otherwise remedy or remove the identified nuisance.

6. Deadline for Abatement by Property Owners. Pursuant to PMC Section 8.20.080, the City Council hereby requires that the nuisance tree located at 502 – 3rd Avenue S.W., Pacific Washington, be removed on or before June 30, 2015.
7. City Abatement Allowed after Deadline for Abatement. If the nuisance tree has not been removed on or before the deadline set forth in No. 6 above, then the Public Works Manager shall, without further notice or process, take all necessary actions to abate the above-identified nuisance and remove the nuisance tree from 502 3rd Avenue SW, Pacific, WA.
8. Cost Recovery Allowed. The Public Works Manager shall compile an itemization and documentation of all of the City’s direct and indirect costs associated with the abatement of the nuisance on the subject property and shall mail a certified statement of all such costs to the property owners. If the property owners fail or refuse to pay the bill in full within 30 days of presentment, then the Public Works Manager may, without further notice to the property owner, record the bill with the King County Assessor’s Office as a lien on the property, in the same time and manner and enforced and foreclosed as provided by law for liens for labor and material.

APPROVED BY THE CITY COUNCIL ON _____, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

JAMES KELLY, ASSISTANT CITY ATTORNEY

EXHIBIT A



502 3rd Avenue S.W (West Valley) Picture 1 – 04-27-2015

EXHIBIT A



502 3rd Avenue S.W (West Valley) Picture 2 – 04-27-2015

EXHIBIT A



502 3rd Avenue S.W (West Valley) Picture 3 – 04-27-2015



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

January 27, 2015

C/O Mr. Jerry Petrich
AALCO PACIFIC INC
502 3rd Avenue SW
Auburn, WA 98001

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property.

The tree in question is dead and overhanging the public right-of-way. It is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road.



January 26, 2015

Pacific Municipal Code provides that the nuisance described is prohibited (8.20.030) and to be abated by the property owner (8.20.050).

Please contact me at your earliest convenience to discuss this matter and advise me as to your proposed schedule of correction. Thank you.

Sincerely

Lance Newkirk
Public Works Manager

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC
Community Development Dept. WA
Dept.



CITY OF PACIFIC
 100 3RD AVENUE SOUTHEAST
 PACIFIC, WASHINGTON 98047
 CITY HALL (253) 929-1100
 FAX (253) 939-6026

February 10, 2015

C/O Mr. Jerry Petrich
 AALCO PACIFIC INC
 30127 33rd Avenue SW
 Federal Way, WA 98003

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property.

The tree in question is dead and overhanging the public right-of-way. It is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road.



January 26, 2015

Pacific Municipal Code provides that the nuisance described is prohibited (8.20.030) and to be abated by the property owner (8.20.050).

Please contact me at your earliest convenience to discuss this matter and advise me as to your proposed schedule of correction. Thank you.

Sincerely,

Lance Newkirk
 Public Works Manager

EXHIBIT NO. B
 Submitted On 02/10/15 the Hearing Date
 Planning Commission
 Hearing By
 City Council
 Project: _____
 File No. _____
 CITY OF P/ WA
 Community De/ Dept



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

March 2, 2015

C/O Mr. Jerry Petrich
AALCO PACIFIC INC
302 West Valley HWY S
Pacific, WA 98047

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property. I sent two previous letters to alert you of this problem. The letters were dated January 27 and February 10, 2015; however, those letters came back as undeliverable due to incorrect ownership addressing from the King County Assessor Office database.

The issue that the City wishes to inform you of is a dead tree that overhangs the public right-of-way that needs to be abated. The tree is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road – see picture.



January 26, 2015

Pacific Municipal Code provides that the nuisance described is prohibited (8.20.030) and to be abated by the property owner (8.20.050).

Please contact me at your earliest convenience to advise me as to your proposed schedule of correction.

Sincerely,

Lance Newkirk
Public Works Manager

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC WA
Community Development Dept.



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

April 2, 2015

C/O Mr. Jerry Petrich
AALCO PACIFIC INC
302 West Valley HWY S
Pacific, WA 98047

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove the nuisance tree located on your property. The City requested that you have this nuisance tree removed in a letter to you dated March 2, 2015 (copy enclosed).

The tree in question is still present and remains a public nuisance. It needs to be removed with fourteen (14) calendar days of the date of this letter, or on or before April 16, 2015. Failure to abate this nuisance tree within this timeframe will be considered non-compliance with Pacific Municipal Code 8.20 and result in additional enforcement action that ensures the nuisance tree is abated.

Again, the nuisance tree in question overhangs the public right-of-way and is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road.

Please contact me at your earliest convenience to advise me as to your proposed schedule of correction. I can be contacted at 253.929.1113 or lnewkirk@ci.pacific.wa.us.

Sincerely,

Lance Newkirk
Public Works Manager

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC WA
Community Development Dept. Dept.



CITY OF PACIFIC
 100 3RD AVENUE SOUTHEAST
 PACIFIC, WASHINGTON 98047
 CITY HALL (253) 929-1100
 FAX (253) 939-6026

SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

May 12, 2015

C/O Mr. Jerry Petrich
 AALCO PACIFIC INC
 30217 33rd Avenue SW
 Federal Way, WA 98003

Re: Nuisance Tree

Dear Mr. Petrich:

This letter is to inform you of the need to remove a nuisance tree located on your property. The nuisance tree in question overhangs the public right-of-way and is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road. Pictures of the nuisance tree are enclosed and labeled as Exhibit A.

The City has attempted to contact you regarding this nuisance tree over the past several months. Certified letters were sent to you four different times and at three different mailing addresses.

Date of Letter	Mailing Address
1 st Letter – January 27, 2015	AALCO PACIFIC INC 502 3 rd Avenue SW Auburn, WA 98001
2 nd Letter – February 10, 2015	AALCO PACIFIC INC 30127 33 rd Avenue SW Federal Way, WA 98003
3 rd Letter – March 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047
4 th Letter – April 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047

Letters one, two and three have been returned as undeliverable and the City has received no response to the fourth letter. All four previous letters are enclosed and labeled as Exhibit B.

The tree in question is still present and remains a public nuisance. It needs to be removed with ten (10) calendar days of the date of this letter, or on or before May 22, 2015. Failure to abate this nuisance tree within this timeframe will be considered non-compliance with Pacific Municipal Code 8.20 and result in additional enforcement action.

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PACIFIC WA
Community Development Dept.

City of Pacific
Re: Nuisance Tree
Page 2 of 2

Please contact me at your earliest convenience to advise me as to your proposed schedule of correction. I can be contacted at 253.929.1113 or lnewkirk@ci.pacific.wa.us. We are also sending a copy of this letter to the attorney who represented you before the City in an unrelated matter.

Sincerely,



Lance Newkirk
Public Works Manager

cc: Stephen Burnham, Campbell, Dille, Barret & Smith, P.L.L.C.

EXHIBIT NO. B
Submitted @ Public Hearing Date _____
Planning Commission _____
Hearing Examiner _____
City Council _____
Project: _____
File No. _____
CITY OF PA _____ **WA**
Community De _____ **Dept.**



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

June 9, 2015

C/O Mr. Jerry Petrich
AALCO PACIFIC INC
30217 33rd Avenue SW
Federal Way, WA 98003

Re: Notice of Resolution No. 2015 – 263 – Nuisance Tree Abatement

Dear Mr. Petrich:

The City has attempted to contact you regarding a nuisance tree located on your property without success. Again, the nuisance tree in question overhangs the public right-of-way and is located approximately 200-feet north of the 3rd Avenue and West Valley Highway intersection on the west side of the road. Pictures of the nuisance tree are enclosed and labeled as Exhibit A.

Certified letters were sent to you five different times and at three different mailing addresses. All letters have been returned as undeliverable. All five previous letters are enclosed and labeled as Exhibit B.

Date of Letter	Mailing Address
1 st Letter – January 27, 2015	AALCO PACIFIC INC 502 3 rd Avenue SW Auburn, WA 98001
2 nd Letter – February 10, 2015	AALCO PACIFIC INC 30127 33rd Avenue SW Federal Way, WA 98003
3 rd Letter – March 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047
4 th Letter – April 2, 2015	AALCO PACIFIC INC 302 West Valley HWY S Pacific, WA 98047
5 th Letter – May 12, 2015	AALCO PACIFIC INC 30127 33rd Avenue SW Federal Way, WA 98003

This letter is being sent to inform you that Resolution 2015 –263 will be heard before City Council on Monday, June 15, 2015. The meeting begins at 6:30 P.M. Resolution 2015 – 263, is an official request to City Council to pass a resolution that (a) fixes a timeframe for the property owner to abate the nuisance tree, (b) authorize City staff to abate the nuisance tree, if the tree has not been removed in the specified timeframe, (c) mail the bill to the property owner for the cost of the tree abatement and lien the property for the cost of tree abatement, if the bill is not paid within thirty (30) days of the mailing date.

City of Pacific
Re: Notice of Resolution No. 2015 – 263 – Nuisance Tree Abatement
Page 2 of 2

Should you wish to discuss this matter, I can be contacted at 253.929.1113 or lnewkirk@ci.pacific.wa.us.

Sincerely,

Lance Newkirk
Public Works Manager

C: Stephen Burnham, Campbell, Dille, Barret & Smith, P.L.L.C.



Agenda Bill No. 15-083

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 22, 2015
SUBJECT: Alteration of Frontage Road Speed Limit

ATTACHMENTS: Ordinance No. 2015 - 1900
 Frontage Road Speed Study

Summary: The speed limit on Frontage Road was established at 35 MPH by Ordinance No. 535 (May 1974).

A small landslide occurred on West Valley Highway the spring of 2014 located between Ellingson Road and 3rd Avenue SW. The slide blocked the highway and required a rerouting of traffic from West Valley Highway onto Frontage Road. Because of the extra traffic and safety concerns the City Council directed the lowering of the speed limit on Frontage Road from 35 to 25 MPH during the slide mitigation. The emergency conditions that prompted the lowering of the speed limit on Frontage Road are no longer present.

City Council has expressed its continuing interest in maintaining a lower speed limit on Frontage Road. Frontage Road is classified as a minor arterial street. As such, and in accordance with RCW 46.415.16 and adopted City policy (Resolution 2014-215), an engineering and traffic investigation is required to alter or establish speed limits.

Staff selected Transpo Group from the MRSC consultant roster as the most qualified transportation engineering firm to conduct an engineering and traffic study. Transpo Group's investigation concluded that the speed limit on Frontage Road be set at 30 MPH.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2015- 1900, to alter the speed limit on Frontage Road to 30 MPH.

Motion for Consideration: I move to approve Ordinance No. 2015-1900, an Ordinance altering the speed limit on Frontage Road from 25 MPH to 30 MPH in accordance with the recommendations of the completed engineering and traffic investigation.

Budget Impact: Estimate \$300 to install new 30 MPH speed limit signs.

Alternatives: Do not approve ordinance and reestablish the 35 MPH speed on Frontage Road.

**CITY OF PACIFIC,
WASHINGTON**

ORDINANCE NO. 2015-1900

**AN ORDINANCE OF CITY OF PACIFIC, WASHINGTON,
ALTERING THE SPEED LIMIT ON FRONTAGE ROAD
BETWEEN ELLINGSON ROAD AND 3RD AVENUE S.W. FROM
35 MPH TO 30 MPH.**

WHEREAS, the speed limit on Frontage Road was established at 35 miles per hour in 1974 by Ordinance No. 535; and

WHEREAS, the City Council directed the lowering of the speed limit on Frontage Road from 35 to 25 MPH in the spring of 2014 in response to a land slide that blocked West Valley Highway and required the rerouting of traffic onto Frontage Road during slide mitigation; and

WHEREAS, the emergency conditions that prompted the lowering of the speed limit on Frontage Road are no longer present; and

WHEREAS, the City Council has expressed its continuing interest in maintaining a lower speed limit on Frontage Road; and

WHEREAS, Frontage Road is classified as a minor arterial street; and

WHEREAS, the alteration of speed limits pursuant to RCW 46.415.16 for arterial streets require an engineering and traffic investigation; and

WHEREAS, City staff selected Transpo Group from the Municipal Research Services Center consultant roster as the most qualified transportation engineering firm to conduct an engineering and traffic study; and

WHEREAS, the results of the Transpo Group's engineering and investigation recommended that the speed limit on Frontage Road be set at 30 MPH; and

WHEREAS, adopted City policy (Resolution 2014-215) requires that the findings of an engineering and traffic investigation pertaining to alteration of a speed limit be discussed with the Public Works Committee; and

WHEREAS, the Transpo Group's speed limit alteration recommendation for Frontage Road was discussed with the Public Works Committee on June 3, 2015;

WHEREAS, the Public Works Committee affirmed the recommended speed limit alteration on Frontage Road; and

WHEREAS, a public hearing was held on June 22, 2015, to take public testimony on the proposed speed limit alteration; and

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

Section 1. Setting Maximum Speed Limit. The maximum speed limit on Frontage Road between Ellingson Road and 3rd Avenue S.E. is set at 30 MPH.

Section 2. Effective Date and Publication. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall be in effect five (5) days after publication.

Section 3. Sunset Date. This Ordinance will remain in effect until such time as a future engineering and traffic investigation recommends an alteration of the established speed limit and is approved by City Council.

APPROVED BY THE CITY COUNCIL ON JUNE 22, 2015.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

JAMES KELLY, ASSISTANT CITY ATTORNEY

TECHNICAL MEMORANDUM

Date:	May 20, 2015	TG:	14339.00
To:	Lance Newkirk, City of Pacific		
From:	Jon Pascal, PE, PTOE and Alex Atchison, PE, Transpo Group		
Subject:	Frontage Road Speed Study – Summary of Findings		

This memorandum has been prepared to summarize the results of the speed study conducted for Frontage Road between 3rd Avenue SW and 5th Avenue S. An evaluation of the posted speed limit along Frontage Road was conducted at the request of the City. The evaluation considered adopted City policies for modifying speed limits, but also utilized best practice research that was conducted to identify suggested criteria that should be considered when modifying the posted speed limit.

Background

The speed limit on Frontage Road was set at 35 MPH by the City Council via ordinance 535 (May 1974). A small landslide occurred on West Valley Highway in the spring of 2014 between Ellingson Road and 3rd Avenue SW. The slide blocked the roadway and required a rerouting of traffic off of West Valley Highway onto Frontage Road. Due to additional traffic and potential safety concerns the City Council temporarily lowered the speed limit on Frontage Road from 35 to 25 MPH during the slide mitigation on West Valley Highway.

The emergency conditions that prompted the lowering of the speed limit on Frontage Road are no longer present, however the posted speed limit is still 25 MPH. The City Council has expressed an interest in permanently setting the speed limit on Frontage Road at 25 MPH. State law (RCW 46.61.400) allows local agencies, such as the City of Pacific, to raise or lower maximum speed limits, but requires an “engineering and traffic investigation” to support the modification of speed limits to determine a “reasonable and safe maximum limit” for a specific roadway segment.

Study Area Description

Frontage Road is a two-lane minor arterial located just east of State Route 167. The study area is focused on the area that encompasses Frontage Road between 3rd Avenue SW and 5th Avenue S. The land use surrounding Frontage Road is primarily commercial with multiple access driveways on both sides of the road. The intersection of Frontage Road / 3rd Avenue SW is stop-controlled on Frontage Road. The intersection of Frontage Road / 3rd Avenue NW is stop-controlled on 3rd Avenue NW. The intersection of Frontage Road / Ellingson Road is signalized.



Looking south on Frontage Road at 3rd Ave NW

On-street parking is allowed on both sides of the street and generally used by the surrounding businesses. Pavement markings and striping are provided throughout the study area. There are no bicycle lanes on Frontage Road. Sidewalks are intermittent on both sides of the road.

Existing Process for Modifying Posted Speed Limits

The City of Pacific has adopted policies that should be followed when modifying or setting speed limits. The City policy follows Washington State law (WAC 468-95-045), which requires an engineering and traffic investigation to determine if a speed limit modification is warranted. This study is being conducted to determine whether the speed limit that was temporarily set along Frontage Road during emergency conditions should be now considered permanent, given the emergency conditions are no longer present.

City of Pacific Policy

The City of Pacific adopted, by resolution (2014-215), on November 24, 2014 procedures for modifying or setting speed limits. The resolution establishes that the City shall conduct an engineering and traffic investigation prior to altering posted speed limits. The engineering and traffic investigation shall consider the 85th percentile speed, accident history, land-use characteristics, non-motorized activities and amenities, roadway characteristics and parking when evaluating the appropriateness of the posted speed limit.

Washington State Law

State law (RCW 46.61.400) sets Washington's basic speed law and the maximum speed limits for state highways, county roads, and city streets. The law allows local agencies, such as City of Pacific, to raise or lower maximum speed limits, but requires an "engineering and traffic investigation" to support the modification of speed limits to determine a "reasonable and safe maximum limit" for a specific roadway segment. Agencies may develop additional guidelines or policies that build from the basic requirements of the law to provide more consistency on how speed limits are set within their jurisdiction.

State law also requires agencies to adopt uniform standards for traffic control devices (RCW 47.36). The State formally adopted the 2009 Manual on Uniform Traffic Control Devices (MUTCD) on November 17, 2011; therefore, the MUTCD is, by reference, state law. When the MUTCD was adopted, the State modified Section 2B.13 of the MUTCD by removing the statement indicating the posted speed limit "should be within 5 mph of the 85th-percentile speed of free flowing traffic." While this section is a guidance statement, and therefore not required, modifying it allows jurisdictions to identify the most appropriate speed limit based on their own criteria.

Best Practices for Modifying Posted Speed Limits

Research was also conducted to identify best practices agencies employ when setting or modifying posted speed limits. National and local publications from federal, state and local agencies, professional organizations, universities, and industry groups were reviewed. One publication that provides very good guidance on this subject is titled *Methods and Practices for Setting Speed Limits* that was published by the FHWA and ITE in April 2012. In general, the publications that were reviewed all confirmed that agencies set speed limits based on engineering studies.

The research also found that some agencies establish additional guidelines, beyond the requirement for an engineering study, to assist in the setting or modifying of posted speed limits. The guidelines provide more specific criteria that should be considered in the process. Our research showed that the following measures or criteria could be considered with modifying posted speed limits:

- Speed limits should be based on the 85th percentile of prevailing speeds.
- Modifications should only occur in 5 mph increments.
- The speed or pace that a majority of vehicles are travelling.
- The number or density of driveways and intersections.

- The roadway characteristics such as lane width, shoulder type and width, existing non-motorized facilities, alignment, topography, and on-street parking.
- Safety considerations such as collision rates, sight distance, and pedestrian and bicycle activity levels.
- Roadway functional classification.
- Land uses or development patterns.

The research conducted indicates that the City of Pacific has adopted policies for setting and modifying posted speed limits that are consistent with national best practices.

Setting Speed Limits

Agencies typically set speed limits based on the prevailing speed. Figure 1 provides an illustration on the relationship between posted speed limits and prevailing speeds.

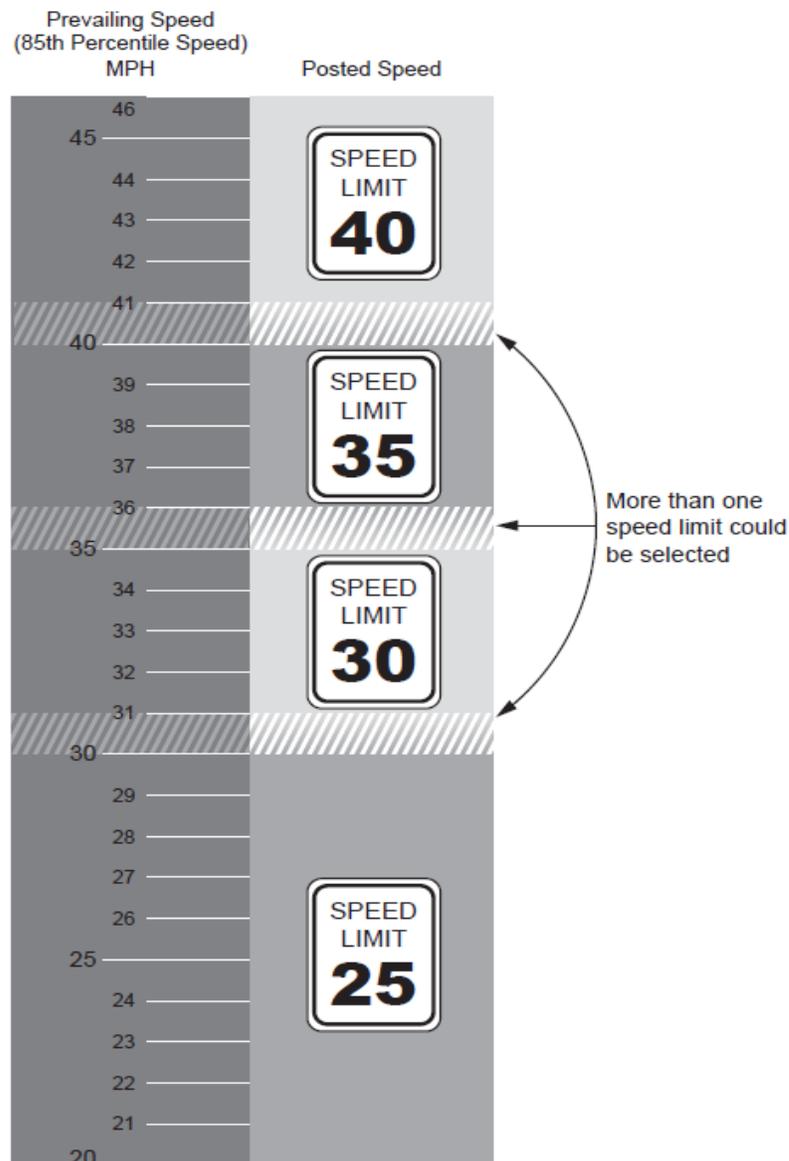


Figure 1. Relationship of Prevailing Speeds to Posted Speeds

In general, the figure represents a simplistic way in determining how prevailing speeds can be used to set specific speed limits. The illustration and overall methodology of basing speed limits on prevailing speeds will likely work in most situations, but there will always be situations where additional considerations will apply. These considerations should include measures such as roadway alignment, collision history, land use patterns, and functional classification, to name a few.

Changing Speed Limits to Achieve Lower Speeds

Also clearly highlighted in the research was the fact that setting the speed limit to achieve a desired speed does not produce favorable results. Research by other entities throughout the country has consistently shown that changing speed limits alone does not significantly alter travel speeds. Such a concept may seem counterintuitive to the general public, but studies indicate most drivers will operate at speeds that are safe and reasonable. In other words, the prevailing speed of traffic is a consistent way of determining the speed limit because reasonable drivers will consider roadway and roadside conditions when selecting travel speeds. The prevailing speed is generally referred to as the speed at which a majority of the vehicles are travelling.

Speed and Safety Analysis

Speed Data Methodology

Speed studies use a variety of metrics to assist in determining the “reasonable and safe maximum speed limit.” The key speed indicators include the median speed, 85th percentile speed, 10 mph pace, percent in pace, and percent of vehicles 5 mph over the speed limit. The definition and purpose of these speed indicators are described below.

Median Speed – The speed in which 50 percent of all traffic is traveling at or below. This statistical measure is not typically used in determining the appropriate posted speed limit, but is used as a point of reference in understanding the prevailing conditions. The median speeds should be under the posted speed limit.

85th Percentile Speed – The speed in which 85 percent of the traffic is traveling at or below. The 85th percentile speed is often used as a starting point for determining the speed limit, to take into account that 15 percent of drivers may be traveling unreasonably fast. Typically the 85th percentile speed should be within 5 to 10 mph of the posted speed.

10 mph Pace – The 10 mph pace is a measure of the range in speeds and is defined as the consecutive 10 mph range containing the highest number of vehicles. Typically the posted speed limit should be near the upper limit of the 10 mph pace.

Percent in Pace – The percent in pace represents the percentage of all vehicles traveling within the 10 mph pace. It is desirable to have a high percentage of the total number of vehicles in the 10 mph pace. The speed limit should be set to capture a high percentage of vehicles within the 10mph pace.

Percent of Vehicles 5 mph over the Speed Limit – The number of vehicles traveling over the posted speed limit by at least 5 mph. As a general guideline, speeding along a roadway segment may be an issue when more than 15 percent of the vehicles exceed the speed limit by at least 5 mph. Setting a speed limit too low may result in a large percentage of vehicles traveling 5 mph or more over the speed limit.

Speed Data Summary

Table 1 summarizes the key speed indicators for Frontage Road corridor using the data that was collected in April 2015. A summary sheet is attached to the memorandum in and shows the actual speed data by direction and hour.

Table 1. Speed Data Summary (2015)

Location	Posted Speed (mph)	Direction	ADT ¹	Median Speed (mph)	85 th Percentile (mph)	10 mph Pace	% in Pace	% of Vehicles 5 mph over Speed Limit ²
Frontage Road South of 3rd Avenue NW	25	NB	1,600	29	33	24– 34	77%	37%
	25	SB	1,700	29	33	24 – 34	80%	36%

SOURCE: Speed data collected in April 2015

1. Average Weekday Daily Traffic.

2. Represents the vehicles exceeding the posted speed limit by at least 5 mph.

Based on the speed data results summarized in Table 1, the following conclusions can be made:

- The 85th percentile speed is 33 mph for both northbound and southbound directions. Typically, the 85th percentile speed is one of the factors used to set the posted speed limit and should be within 5 to 10 mph of the posted speed.
- The 10 mph pace is shown to be between 24 and 34 mph. The upper limits of the 10 mph pace should be close to the posted speed limit.
- The percent of vehicles traveling 5 mph or greater over the posted speed limit of 25 mph in the study locations are 37% and 36% for northbound and southbound, respectively. Typically, any location higher than 15 percent indicates a possible speeding issue or a location that needs to be further monitored.

Collision History

Collision records for the most recent complete three-year period were reviewed for the study area. Historical collision data was provided by WSDOT, but originates from local law enforcement agencies, such as the City of Pacific Police Department. The data was for the most recent 3-year period of January 1, 2012 to December 31, 2014. A review of historical collisions was completed to identify potential safety issues for vehicles, pedestrians, and cyclists as well as to determine whether safety issues warrant a lower speed limit. Table 2 summarizes every reported collision on Frontage Road between January 1, 2012 and December 31, 2014.

Table 2. Three-Year Collision Summary – 2012 to 2014

Location	Number of Collisions			Total	Annual Average	Collision per MEV ¹
	2012	2013	2014			
<u>Intersection</u>						
Frontage Road N / Ellingson Road	1	3	4	8	2.7	-
Frontage Road S / 3rd Ave SW	0	0	1	1	0.3	-
<u>Roadway Segments</u>						
Frontage Road between 3 rd Ave SE and 5 th Ave S	1	1	1	3	1.0	1.33

Source: WSDOT

1) Collision per million entering vehicles calculated only for roadway segments

Review of the collision data did not show any specific correlation to speed-related causes such as driving too fast for conditions or exceeding the posted speed limit. The majority of accidents were related to failing to grant proper right-of-way to vehicles or driver inattention. Additionally, the data

did not show any correlation to collision frequency based on before and after the speed limit on Frontage Road was lowered. The most common causes of the collisions were attributed to either right or left turns. None of the collisions involved pedestrians or bicyclists.

Evaluation of the Posted Speed Limit

An evaluation of the posted speed limits within the study area was completed using the City's adopted framework for modifying speed limits and the recommended guidelines found in the best practice research. **Table 3** summarizes the posted speed limit based on the identified criteria.

Table 3. Evaluation of Posted Speed Limits on Frontage Road (3rd Ave SW to 5th Ave S)

Criteria	Field Condition	Speed Limits Supported		
		25 mph	30 mph	35mph
85th Percentile Speed ¹	33 mph		✓	
Modify Speed Limit in 5 mph increments	25 mph		✓	
Pace of Vehicles ¹	24 – 34 mph		✓	✓
Annual Collision rates ³	1.33	✓	✓	✓
Roadway Characteristics				
Density of Driveways & Intersections	~52/mile (26/half mile)			
Pedestrian and Bicycle Activity	Minimal activity		✓	✓
Functional Classification	Minor arterial			
Land Uses	Primarily Commercial			

1. Based on 2015 speed study.

2. Collision rates based on data from 2012 to 2014.

3. Statewide average rate for minor arterials is 1.30 (2011 Washington State Data Summary)

The *Methods and Practices for Setting Speed Limits* that was published by the FHWA and ITE in April 2012 and has set forth several approaches to calculating speed limits. One approach evaluates operating speeds and other site characteristics, including density of driveways and intersections. The report recommends the following for road segments in developed areas:

- If at least one of the following is true, the speed limit is the 5 mph multiple closest to the 50th percentile speed:
 - Signals per mile >4
 - Pedestrian/bike activity is high (examples of areas with “high” activity include downtown areas or the presence of paved sidewalks, marked crosswalks and pedestrian signals)
 - Parking activity is high (parking on both sides of the road with parking limits that do not exceed 60 minutes, with at least 30 percent of parking spaces occupied during weekdays)
 - Driveways per mile >60
- If driveways per mile > 40 and < 60 and signals per mile >3, and Area Type is commercial then the speed limit is the 5mph multiple obtained by rounding down the 85th percentile speed.
- For all other conditions, the speed limit is the 5 mph multiple closest to the 85th percentile speed. For Frontage Road this would be 30 or 35 mph.

Findings

Analysis of the speed data and evaluation of the adopted speed limit policy framework and best practice research does not support permanently setting the posted speed limit along Frontage Road to 25 mph. Drivers are still operating at speeds that are safe and reasonable given the previous speed limit of 35 mph.

- The current 85th percentile speed of 33 mph supports a posted speed limit of 30 mph.
- The 10 mph pace is between 24 and 34 mph. The upper limits of the 10 mph pace should be close to the posted speed limit. This data would support a posted speed of 30 or 35 mph.
- The percent of vehicles traveling 5 mph or greater over the posted speed limit of 25 mph in the study locations are 37% and 36% for northbound and southbound, respectively. A high percentage of vehicles traveling greater than 5 mph over the speed limit could indicate excessive speeds along the corridor or the speed limit of 25 mph is too low for conditions. When evaluating the percent of vehicles traveling 5 mph over a posted speed of 30 mph, the percentages decrease to 8% and 6% for northbound and southbound respectively.
- Based on guidelines, the recommended posted speed limit correlating with the density of driveways and intersections along Frontage Road is 30 or 35 mph.

Recommendations

It is recommended that the speed limit along Frontage Road be set at 30 mph. This is based on analysis of the speed data and collision history, adopted City procedures for modifying or setting speed limits, evaluation of speed limit policy best practices, and other general guidelines used in setting posted speed limits.

Location: FRONTAGE RD S/O 3RD AVE SW
 Date Range: 4/24/2015 - 4/30/2015
 Site Code: 01

Time	Friday			Saturday			Sunday			Monday			Tuesday			Wednesday			Thursday			Mid-Week Average				
	4/24/2015			4/25/2015			4/26/2015			4/27/2015			4/28/2015			4/29/2015			4/30/2015							
	NB	SB	Total	NB	SB	Total	NB	SB																		
12:00 AM	6	21	27	11	19	30	16	19	35	3	9	12	7	16	23	3	8	11	9	27	36	6	17	23		
1:00 AM	2	7	9	4	16	20	6	15	21	2	5	7	3	5	8	9	6	15	8	14	22	7	8	15		
2:00 AM	15	9	24	7	15	22	6	12	18	3	3	6	15	12	27	13	11	24	15	9	24	14	11	25		
3:00 AM	15	10	25	7	3	10	4	4	8	10	11	21	13	11	24	10	10	20	8	11	19	10	11	21		
4:00 AM	50	10	60	11	3	14	11	4	15	53	9	62	54	13	67	48	20	68	62	12	74	55	15	70		
5:00 AM	102	29	131	35	12	47	20	8	28	118	33	151	130	30	160	131	32	163	126	28	154	129	30	159		
6:00 AM	146	37	183	35	21	56	14	6	20	143	40	183	143	47	190	138	50	188	142	45	187	141	47	188		
7:00 AM	161	57	218	46	18	64	32	17	49	141	52	193	153	48	201	181	48	229	164	43	207	166	46	212		
8:00 AM	93	47	140	71	48	119	40	25	65	105	54	159	109	56	165	111	58	169	133	66	199	118	60	178		
9:00 AM	101	55	156	88	65	153	80	71	151	91	57	148	76	62	138	82	51	133	75	70	145	78	61	139		
10:00 AM	75	57	132	84	82	166	72	74	146	101	69	170	69	52	121	78	46	124	78	51	129	75	50	125		
11:00 AM	88	81	169	99	96	195	87	74	161	155	120	275	66	74	140	82	83	165	94	88	182	81	82	162		
12:00 PM	93	93	186	89	79	168	91	104	195	171	97	268	91	91	182	83	86	169	89	96	185	88	91	179		
1:00 PM	83	102	185	94	113	207	77	74	151	137	91	228	75	92	167	72	98	170	74	97	171	74	96	169		
2:00 PM	87	128	215	79	106	185	72	71	143	82	129	211	76	127	203	75	125	200	69	155	224	73	136	209		
3:00 PM	79	206	285	98	84	182	84	70	154	78	203	281	70	176	246	68	184	252	69	165	234	69	175	244		
4:00 PM	93	181	274	84	85	169	100	99	199	97	175	272	103	196	299	103	215	318	100	217	317	102	209	311		
5:00 PM	75	184	259	61	103	164	67	94	161	71	173	244	82	185	267	64	185	249	79	172	251	75	181	256		
6:00 PM	63	128	191	54	66	120	63	76	139	72	112	184	54	115	169	74	126	200	76	119	195	68	120	188		
7:00 PM	53	75	128	56	63	119	54	74	128	36	82	118	43	80	123	54	95	149	39	76	115	45	84	129		
8:00 PM	45	71	116	45	64	109	35	60	95	40	71	111	30	71	101	38	66	104	43	64	107	37	67	104		
9:00 PM	36	53	89	33	57	90	35	48	83	34	73	107	33	33	66	35	53	88	32	58	90	33	48	81		
10:00 PM	32	47	79	26	40	66	26	35	61	26	34	60	19	40	59	19	33	52	20	45	65	19	39	59		
11:00 PM	9	33	42	15	35	50	9	16	25	11	23	34	5	16	21	10	20	30	13	29	42	9	22	31		
Total	1,602	1,721	3,323	1,232	1,293	2,525	1,101	1,150	2,251	1,780	1,725	3,505	1,519	1,648	3,167	1,581	1,709	3,290	1,617	1,757	3,374	1,572	1,705	3,277		
Percent	48%	52%	-	49%	51%	-	49%	51%	-	51%	49%	-	48%	52%	-	48%	52%	-	48%	52%	-	48%	52%	-		

1. Mid-week average includes data between Tuesday and Thursday.

Vehicle Classification Report Summary

Location: FRONTAGE RD S/O 3RD AVE SW
Count Direction: Northbound / Southbound
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Study Total														
Northbound	80	7,479	2,614	39	85	48	6	18	45	8	2	0	8	10,432
Percent	0.8%	71.7%	25.1%	0.4%	0.8%	0.5%	0.1%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	100%
Southbound	85	8,026	2,544	63	114	87	2	21	40	10	5	0	6	11,003
Percent	0.8%	72.9%	23.1%	0.6%	1.0%	0.8%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	100%
Total	165	15,505	5,158	102	199	135	8	39	85	18	7	0	14	21,435
Percent	0.8%	72.3%	24.1%	0.5%	0.9%	0.6%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	100%

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

Location: FRONTAGE RD S/O 3RD AVE SW
 Date Range: 4/24/2015 to 4/30/2015
 Site Code: 01



Friday, April 24, 2015
 Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	5	1	0	0	0	0	0	0	0	0	0	0	6
1:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	2
2:00 AM	0	15	0	0	0	0	0	0	0	0	0	0	0	15
3:00 AM	0	9	5	1	0	0	0	0	0	0	0	0	0	15
4:00 AM	0	40	9	0	0	0	0	1	0	0	0	0	0	50
5:00 AM	0	77	23	0	0	1	0	0	1	0	0	0	0	102
6:00 AM	0	116	28	2	0	0	0	0	0	0	0	0	0	146
7:00 AM	1	107	46	0	5	1	0	1	0	0	0	0	0	161
8:00 AM	1	64	27	0	0	0	0	0	1	0	0	0	0	93
9:00 AM	0	72	23	0	4	1	0	0	1	0	0	0	0	101
10:00 AM	0	49	23	0	1	0	0	0	1	1	0	0	0	75
11:00 AM	1	58	27	1	1	0	0	0	0	0	0	0	0	88
12:00 PM	2	61	27	0	1	2	0	0	0	0	0	0	0	93
1:00 PM	1	57	23	1	0	0	0	0	1	0	0	0	0	83
2:00 PM	1	58	26	1	0	1	0	0	0	0	0	0	0	87
3:00 PM	0	54	22	0	2	0	0	0	0	0	1	0	0	79
4:00 PM	0	58	31	1	2	0	0	0	1	0	0	0	0	93
5:00 PM	0	58	16	0	1	0	0	0	0	0	0	0	0	75
6:00 PM	0	50	13	0	0	0	0	0	0	0	0	0	0	63
7:00 PM	0	46	7	0	0	0	0	0	0	0	0	0	0	53
8:00 PM	0	33	12	0	0	0	0	0	0	0	0	0	0	45
9:00 PM	0	29	7	0	0	0	0	0	0	0	0	0	0	36
10:00 PM	1	25	6	0	0	0	0	0	0	0	0	0	0	32
11:00 PM	0	6	3	0	0	0	0	0	0	0	0	0	0	9
Total	8	1,148	406	7	17	6	0	2	6	1	1	0	0	1,602
Percent	0.5%	71.7%	25.3%	0.4%	1.1%	0.4%	0.0%	0.1%	0.4%	0.1%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Friday, April 24, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	18	3	0	0	0	0	0	0	0	0	0	0	21
1:00 AM	1	5	1	0	0	0	0	0	0	0	0	0	0	7
2:00 AM	0	8	0	0	0	0	0	0	1	0	0	0	0	9
3:00 AM	0	6	4	0	0	0	0	0	0	0	0	0	0	10
4:00 AM	0	5	5	0	0	0	0	0	0	0	0	0	0	10
5:00 AM	0	18	11	0	0	0	0	0	0	0	0	0	0	29
6:00 AM	0	28	5	0	1	2	0	0	0	0	1	0	0	37
7:00 AM	0	39	15	1	2	0	0	0	0	0	0	0	0	57
8:00 AM	0	26	21	0	0	0	0	0	0	0	0	0	0	47
9:00 AM	0	38	15	1	0	1	0	0	0	0	0	0	0	55
10:00 AM	2	35	18	0	0	2	0	0	0	0	0	0	0	57
11:00 AM	3	58	16	1	1	1	0	1	0	0	0	0	0	81
12:00 PM	1	60	21	1	3	4	0	0	2	0	1	0	0	93
1:00 PM	0	71	25	2	1	0	0	1	1	0	1	0	0	102
2:00 PM	4	80	40	1	2	0	0	0	0	0	0	0	1	128
3:00 PM	1	152	46	2	1	3	0	1	0	0	0	0	0	206
4:00 PM	0	137	40	0	1	3	0	0	0	0	0	0	0	181
5:00 PM	0	136	46	1	0	0	0	0	1	0	0	0	0	184
6:00 PM	0	102	25	0	0	1	0	0	0	0	0	0	0	128
7:00 PM	0	57	17	0	0	0	0	0	1	0	0	0	0	75
8:00 PM	0	59	11	0	0	1	0	0	0	0	0	0	0	71
9:00 PM	0	48	5	0	0	0	0	0	0	0	0	0	0	53
10:00 PM	0	38	8	1	0	0	0	0	0	0	0	0	0	47
11:00 PM	1	23	9	0	0	0	0	0	0	0	0	0	0	33
Total	13	1,247	407	11	12	18	0	3	6	0	3	0	1	1,721
Percent	0.8%	72.5%	23.6%	0.6%	0.7%	1.0%	0.0%	0.2%	0.3%	0.0%	0.2%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Saturday, April 25, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	8	1	0	0	2	0	0	0	0	0	0	0	11
1:00 AM	0	2	2	0	0	0	0	0	0	0	0	0	0	4
2:00 AM	0	6	1	0	0	0	0	0	0	0	0	0	0	7
3:00 AM	0	5	1	0	0	0	0	0	1	0	0	0	0	7
4:00 AM	0	7	4	0	0	0	0	0	0	0	0	0	0	11
5:00 AM	0	28	7	0	0	0	0	0	0	0	0	0	0	35
6:00 AM	1	25	9	0	0	0	0	0	0	0	0	0	0	35
7:00 AM	0	26	18	0	1	0	0	0	1	0	0	0	0	46
8:00 AM	0	62	9	0	0	0	0	0	0	0	0	0	0	71
9:00 AM	0	62	24	0	0	0	0	1	0	0	1	0	0	88
10:00 AM	0	59	25	0	0	0	0	0	0	0	0	0	0	84
11:00 AM	0	75	23	0	0	0	0	1	0	0	0	0	0	99
12:00 PM	1	67	21	0	0	0	0	0	0	0	0	0	0	89
1:00 PM	1	72	20	0	1	0	0	0	0	0	0	0	0	94
2:00 PM	0	58	21	0	0	0	0	0	0	0	0	0	0	79
3:00 PM	1	74	23	0	0	0	0	0	0	0	0	0	0	98
4:00 PM	1	65	18	0	0	0	0	0	0	0	0	0	0	84
5:00 PM	1	52	8	0	0	0	0	0	0	0	0	0	0	61
6:00 PM	1	39	14	0	0	0	0	0	0	0	0	0	0	54
7:00 PM	0	45	11	0	0	0	0	0	0	0	0	0	0	56
8:00 PM	0	34	11	0	0	0	0	0	0	0	0	0	0	45
9:00 PM	0	26	7	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	22	3	0	0	1	0	0	0	0	0	0	0	26
11:00 PM	0	10	5	0	0	0	0	0	0	0	0	0	0	15
Total	7	929	286	0	2	3	0	2	2	0	1	0	0	1,232
Percent	0.6%	75.4%	23.2%	0.0%	0.2%	0.2%	0.0%	0.2%	0.2%	0.0%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Saturday, April 25, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	16	3	0	0	0	0	0	0	0	0	0	0	19
1:00 AM	0	15	1	0	0	0	0	0	0	0	0	0	0	16
2:00 AM	0	10	3	0	0	1	0	0	0	0	0	0	1	15
3:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
4:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	3
5:00 AM	0	9	2	0	0	1	0	0	0	0	0	0	0	12
6:00 AM	0	15	6	0	0	0	0	0	0	0	0	0	0	21
7:00 AM	0	13	4	0	0	0	0	0	1	0	0	0	0	18
8:00 AM	0	37	9	0	0	1	0	0	0	1	0	0	0	48
9:00 AM	0	36	28	0	0	0	0	1	0	0	0	0	0	65
10:00 AM	0	63	18	1	0	0	0	0	0	0	0	0	0	82
11:00 AM	2	74	20	0	0	0	0	0	0	0	0	0	0	96
12:00 PM	1	59	18	0	1	0	0	0	0	0	0	0	0	79
1:00 PM	1	89	22	0	0	0	0	0	0	1	0	0	0	113
2:00 PM	0	77	27	0	0	2	0	0	0	0	0	0	0	106
3:00 PM	0	65	18	0	0	0	0	0	0	0	0	0	1	84
4:00 PM	2	67	15	0	1	0	0	0	0	0	0	0	0	85
5:00 PM	0	81	22	0	0	0	0	0	0	0	0	0	0	103
6:00 PM	0	50	16	0	0	0	0	0	0	0	0	0	0	66
7:00 PM	1	52	10	0	0	0	0	0	0	0	0	0	0	63
8:00 PM	0	47	16	0	0	0	0	0	1	0	0	0	0	64
9:00 PM	0	48	9	0	0	0	0	0	0	0	0	0	0	57
10:00 PM	0	31	8	0	0	1	0	0	0	0	0	0	0	40
11:00 PM	0	31	4	0	0	0	0	0	0	0	0	0	0	35
Total	7	990	280	1	2	6	0	1	2	2	0	0	2	1,293
Percent	0.5%	76.6%	21.7%	0.1%	0.2%	0.5%	0.0%	0.1%	0.2%	0.2%	0.0%	0.0%	0.2%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Sunday, April 26, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume	
	1	2	3	4	5	6	7	8	9	10	11	12	13		
12:00 AM	0	13	3	0	0	0	0	0	0	0	0	0	0	0	16
1:00 AM	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
2:00 AM	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6
3:00 AM	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
4:00 AM	0	10	1	0	0	0	0	0	0	0	0	0	0	0	11
5:00 AM	0	18	2	0	0	0	0	0	0	0	0	0	0	0	20
6:00 AM	0	10	3	0	0	0	0	0	1	0	0	0	0	0	14
7:00 AM	0	26	6	0	0	0	0	0	0	0	0	0	0	0	32
8:00 AM	0	31	8	0	1	0	0	0	0	0	0	0	0	0	40
9:00 AM	0	61	19	0	0	0	0	0	0	0	0	0	0	0	80
10:00 AM	1	54	17	0	0	0	0	0	0	0	0	0	0	0	72
11:00 AM	0	69	18	0	0	0	0	0	0	0	0	0	0	0	87
12:00 PM	0	75	16	0	0	0	0	0	0	0	0	0	0	0	91
1:00 PM	1	64	12	0	0	0	0	0	0	0	0	0	0	0	77
2:00 PM	0	51	21	0	0	0	0	0	0	0	0	0	0	0	72
3:00 PM	1	64	17	0	2	0	0	0	0	0	0	0	0	0	84
4:00 PM	0	68	32	0	0	0	0	0	0	0	0	0	0	0	100
5:00 PM	0	48	19	0	0	0	0	0	0	0	0	0	0	0	67
6:00 PM	0	48	15	0	0	0	0	0	0	0	0	0	0	0	63
7:00 PM	0	42	12	0	0	0	0	0	0	0	0	0	0	0	54
8:00 PM	0	24	10	0	0	0	0	0	0	1	0	0	0	0	35
9:00 PM	0	24	11	0	0	0	0	0	0	0	0	0	0	0	35
10:00 PM	0	23	3	0	0	0	0	0	0	0	0	0	0	0	26
11:00 PM	1	8	0	0	0	0	0	0	0	0	0	0	0	0	9
Total	4	842	250	0	3	0	0	0	1	1	0	0	0	0	1,101
Percent	0.4%	76.5%	22.7%	0.0%	0.3%	0.0%	0.0%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Sunday, April 26, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	16	3	0	0	0	0	0	0	0	0	0	0	19
1:00 AM	0	11	4	0	0	0	0	0	0	0	0	0	0	15
2:00 AM	0	11	1	0	0	0	0	0	0	0	0	0	0	12
3:00 AM	0	3	1	0	0	0	0	0	0	0	0	0	0	4
4:00 AM	0	3	1	0	0	0	0	0	0	0	0	0	0	4
5:00 AM	0	7	1	0	0	0	0	0	0	0	0	0	0	8
6:00 AM	0	3	3	0	0	0	0	0	0	0	0	0	0	6
7:00 AM	0	15	2	0	0	0	0	0	0	0	0	0	0	17
8:00 AM	0	18	7	0	0	0	0	0	0	0	0	0	0	25
9:00 AM	0	54	17	0	0	0	0	0	0	0	0	0	0	71
10:00 AM	0	54	20	0	0	0	0	0	0	0	0	0	0	74
11:00 AM	1	55	17	0	0	1	0	0	0	0	0	0	0	74
12:00 PM	0	85	18	0	1	0	0	0	0	0	0	0	0	104
1:00 PM	0	59	15	0	0	0	0	0	0	0	0	0	0	74
2:00 PM	0	60	11	0	0	0	0	0	0	0	0	0	0	71
3:00 PM	0	52	18	0	0	0	0	0	0	0	0	0	0	70
4:00 PM	1	73	25	0	0	0	0	0	0	0	0	0	0	99
5:00 PM	1	74	18	0	0	1	0	0	0	0	0	0	0	94
6:00 PM	1	57	17	0	1	0	0	0	0	0	0	0	0	76
7:00 PM	2	57	14	0	0	1	0	0	0	0	0	0	0	74
8:00 PM	0	45	14	0	0	0	0	0	1	0	0	0	0	60
9:00 PM	0	39	8	0	0	0	0	0	0	0	1	0	0	48
10:00 PM	0	29	6	0	0	0	0	0	0	0	0	0	0	35
11:00 PM	0	14	2	0	0	0	0	0	0	0	0	0	0	16
Total	6	894	243	0	2	3	0	0	1	0	1	0	0	1,150
Percent	0.5%	77.7%	21.1%	0.0%	0.2%	0.3%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Monday, April 27, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	3
1:00 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	2
2:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
3:00 AM	0	6	2	0	0	0	1	0	1	0	0	0	0	10
4:00 AM	2	37	12	0	0	0	0	0	1	0	0	0	1	53
5:00 AM	1	84	32	1	0	0	0	0	0	0	0	0	0	118
6:00 AM	0	104	36	2	0	1	0	0	0	0	0	0	0	143
7:00 AM	0	101	34	0	2	0	1	1	1	0	0	0	1	141
8:00 AM	0	66	35	0	2	1	0	0	0	1	0	0	0	105
9:00 AM	0	58	25	1	2	2	0	0	2	1	0	0	0	91
10:00 AM	1	51	41	1	2	3	0	0	2	0	0	0	0	101
11:00 AM	3	104	37	2	1	1	3	0	1	1	0	0	2	155
12:00 PM	3	113	48	2	1	1	0	0	2	0	0	0	1	171
1:00 PM	3	94	34	0	3	1	0	0	2	0	0	0	0	137
2:00 PM	2	58	20	0	1	0	0	0	1	0	0	0	0	82
3:00 PM	2	58	16	0	0	1	0	0	1	0	0	0	0	78
4:00 PM	1	65	31	0	0	0	0	0	0	0	0	0	0	97
5:00 PM	0	58	13	0	0	0	0	0	0	0	0	0	0	71
6:00 PM	2	51	17	0	2	0	0	0	0	0	0	0	0	72
7:00 PM	0	31	5	0	0	0	0	0	0	0	0	0	0	36
8:00 PM	0	26	12	0	0	1	0	1	0	0	0	0	0	40
9:00 PM	0	25	9	0	0	0	0	0	0	0	0	0	0	34
10:00 PM	1	23	2	0	0	0	0	0	0	0	0	0	0	26
11:00 PM	0	9	2	0	0	0	0	0	0	0	0	0	0	11
Total	21	1,228	465	9	16	12	5	2	14	3	0	0	5	1,780
Percent	1.2%	69.0%	26.1%	0.5%	0.9%	0.7%	0.3%	0.1%	0.8%	0.2%	0.0%	0.0%	0.3%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Monday, April 27, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	6	3	0	0	0	0	0	0	0	0	0	0	9
1:00 AM	0	5	0	0	0	0	0	0	0	0	0	0	0	5
2:00 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	3
3:00 AM	0	5	6	0	0	0	0	0	0	0	0	0	0	11
4:00 AM	1	4	4	0	0	0	0	0	0	0	0	0	0	9
5:00 AM	0	22	9	0	0	2	0	0	0	0	0	0	0	33
6:00 AM	1	32	4	1	0	1	0	0	0	1	0	0	0	40
7:00 AM	0	34	17	0	0	1	0	0	0	0	0	0	0	52
8:00 AM	1	31	17	1	1	1	0	0	1	1	0	0	0	54
9:00 AM	0	30	19	1	3	2	0	2	0	0	0	0	0	57
10:00 AM	1	35	26	1	4	2	0	0	0	0	0	0	0	69
11:00 AM	1	81	36	2	0	0	0	0	0	0	0	0	0	120
12:00 PM	0	63	28	1	0	1	0	2	2	0	0	0	0	97
1:00 PM	1	63	21	2	1	2	0	0	0	0	1	0	0	91
2:00 PM	2	95	25	2	4	1	0	0	0	0	0	0	0	129
3:00 PM	4	148	44	0	2	1	0	2	2	0	0	0	0	203
4:00 PM	3	126	45	0	0	1	0	0	0	0	0	0	0	175
5:00 PM	1	135	32	1	0	2	0	0	1	1	0	0	0	173
6:00 PM	3	85	20	0	1	2	0	0	1	0	0	0	0	112
7:00 PM	0	66	16	0	0	0	0	0	0	0	0	0	0	82
8:00 PM	1	56	13	0	0	0	0	0	1	0	0	0	0	71
9:00 PM	2	59	10	1	0	0	0	1	0	0	0	0	0	73
10:00 PM	0	28	6	0	0	0	0	0	0	0	0	0	0	34
11:00 PM	1	18	4	0	0	0	0	0	0	0	0	0	0	23
Total	23	1,230	405	13	16	19	0	7	8	3	1	0	0	1,725
Percent	1.3%	71.3%	23.5%	0.8%	0.9%	1.1%	0.0%	0.4%	0.5%	0.2%	0.1%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Tuesday, April 28, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	4	3	0	0	0	0	0	0	0	0	0	0	7
1:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
2:00 AM	0	13	1	0	0	0	0	0	1	0	0	0	0	15
3:00 AM	0	12	1	0	0	0	0	0	0	0	0	0	0	13
4:00 AM	1	38	12	1	0	0	0	0	2	0	0	0	0	54
5:00 AM	0	91	37	0	0	1	0	0	0	1	0	0	0	130
6:00 AM	0	104	33	3	1	2	0	0	0	0	0	0	0	143
7:00 AM	0	111	36	0	3	1	0	2	0	0	0	0	0	153
8:00 AM	0	75	32	0	0	0	0	0	1	0	0	0	1	109
9:00 AM	0	53	21	0	1	1	0	0	0	0	0	0	0	76
10:00 AM	0	44	24	1	0	0	0	0	0	0	0	0	0	69
11:00 AM	0	42	20	0	3	1	0	0	0	0	0	0	0	66
12:00 PM	1	58	31	0	1	0	0	0	0	0	0	0	0	91
1:00 PM	1	47	24	1	1	1	0	0	0	0	0	0	0	75
2:00 PM	1	54	17	0	4	0	0	0	0	0	0	0	0	76
3:00 PM	1	49	18	1	1	0	0	0	0	0	0	0	0	70
4:00 PM	1	73	28	0	0	0	0	1	0	0	0	0	0	103
5:00 PM	0	61	21	0	0	0	0	0	0	0	0	0	0	82
6:00 PM	0	45	8	0	1	0	0	0	0	0	0	0	0	54
7:00 PM	0	32	11	0	0	0	0	0	0	0	0	0	0	43
8:00 PM	0	26	3	0	0	1	0	0	0	0	0	0	0	30
9:00 PM	0	27	6	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	17	2	0	0	0	0	0	0	0	0	0	0	19
11:00 PM	0	3	2	0	0	0	0	0	0	0	0	0	0	5
Total	6	1,081	392	7	16	8	0	3	4	1	0	0	1	1,519
Percent	0.4%	71.2%	25.8%	0.5%	1.1%	0.5%	0.0%	0.2%	0.3%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Tuesday, April 28, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	13	3	0	0	0	0	0	0	0	0	0	0	16
1:00 AM	0	5	0	0	0	0	0	0	0	0	0	0	0	5
2:00 AM	0	10	2	0	0	0	0	0	0	0	0	0	0	12
3:00 AM	0	7	4	0	0	0	0	0	0	0	0	0	0	11
4:00 AM	0	7	6	0	0	0	0	0	0	0	0	0	0	13
5:00 AM	0	18	10	0	0	2	0	0	0	0	0	0	0	30
6:00 AM	0	32	11	1	0	1	0	1	1	0	0	0	0	47
7:00 AM	0	32	12	0	3	0	0	0	1	0	0	0	0	48
8:00 AM	0	33	18	2	2	0	0	1	0	0	0	0	0	56
9:00 AM	0	46	14	0	1	0	0	1	0	0	0	0	0	62
10:00 AM	0	38	12	0	2	0	0	0	0	0	0	0	0	52
11:00 AM	0	47	23	0	4	0	0	0	0	0	0	0	0	74
12:00 PM	0	64	22	1	2	1	0	0	1	0	0	0	0	91
1:00 PM	1	59	25	1	1	2	0	0	3	0	0	0	0	92
2:00 PM	0	90	30	2	3	1	0	0	1	0	0	0	0	127
3:00 PM	0	121	49	2	1	1	1	1	0	0	0	0	0	176
4:00 PM	0	144	52	0	0	0	0	0	0	0	0	0	0	196
5:00 PM	0	152	30	2	0	0	0	0	0	1	0	0	0	185
6:00 PM	0	83	31	0	0	1	0	0	0	0	0	0	0	115
7:00 PM	0	61	16	0	0	2	0	0	1	0	0	0	0	80
8:00 PM	1	60	9	1	0	0	0	0	0	0	0	0	0	71
9:00 PM	0	28	5	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	34	4	1	0	1	0	0	0	0	0	0	0	40
11:00 PM	0	12	4	0	0	0	0	0	0	0	0	0	0	16
Total	2	1,196	392	13	19	12	1	4	8	1	0	0	0	1,648
Percent	0.1%	72.6%	23.8%	0.8%	1.2%	0.7%	0.1%	0.2%	0.5%	0.1%	0.0%	0.0%	0.0%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Wednesday, April 29, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	3
1:00 AM	0	6	1	1	0	1	0	0	0	0	0	0	0	9
2:00 AM	0	12	1	0	0	0	0	0	0	0	0	0	0	13
3:00 AM	0	8	1	0	0	0	0	0	1	0	0	0	0	10
4:00 AM	1	33	11	1	0	0	0	1	1	0	0	0	0	48
5:00 AM	1	97	32	0	0	0	0	0	1	0	0	0	0	131
6:00 AM	1	100	29	2	3	0	0	0	2	1	0	0	0	138
7:00 AM	2	123	53	0	0	0	1	0	2	0	0	0	0	181
8:00 AM	0	73	36	1	1	0	0	0	0	0	0	0	0	111
9:00 AM	0	58	22	0	1	1	0	0	0	0	0	0	0	82
10:00 AM	0	46	26	1	4	1	0	0	0	0	0	0	0	78
11:00 AM	3	49	26	2	0	2	0	0	0	0	0	0	0	82
12:00 PM	1	62	17	0	2	0	0	0	0	0	0	0	1	83
1:00 PM	0	42	25	0	2	1	0	1	1	0	0	0	0	72
2:00 PM	1	47	23	0	1	2	0	1	0	0	0	0	0	75
3:00 PM	0	44	20	1	1	0	0	2	0	0	0	0	0	68
4:00 PM	2	68	28	1	1	2	0	0	1	0	0	0	0	103
5:00 PM	0	45	19	0	0	0	0	0	0	0	0	0	0	64
6:00 PM	1	56	16	0	0	1	0	0	0	0	0	0	0	74
7:00 PM	1	43	10	0	0	0	0	0	0	0	0	0	0	54
8:00 PM	0	30	7	0	0	0	0	0	1	0	0	0	0	38
9:00 PM	0	26	9	0	0	0	0	0	0	0	0	0	0	35
10:00 PM	0	18	0	0	0	0	0	0	1	0	0	0	0	19
11:00 PM	0	8	2	0	0	0	0	0	0	0	0	0	0	10
Total	14	1,096	415	10	16	11	1	5	11	1	0	0	1	1,581
Percent	0.9%	69.3%	26.2%	0.6%	1.0%	0.7%	0.1%	0.3%	0.7%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Wednesday, April 29, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
1:00 AM	0	4	2	0	0	0	0	0	0	0	0	0	0	6
2:00 AM	0	9	2	0	0	0	0	0	0	0	0	0	0	11
3:00 AM	0	5	5	0	0	0	0	0	0	0	0	0	0	10
4:00 AM	0	11	9	0	0	0	0	0	0	0	0	0	0	20
5:00 AM	0	25	6	0	1	0	0	0	0	0	0	0	0	32
6:00 AM	0	38	9	0	0	2	0	0	1	0	0	0	0	50
7:00 AM	0	33	13	1	1	0	0	0	0	0	0	0	0	48
8:00 AM	0	46	10	2	0	0	0	0	0	0	0	0	0	58
9:00 AM	0	28	17	0	3	0	0	0	1	1	0	0	1	51
10:00 AM	0	27	13	0	4	1	0	0	1	0	0	0	0	46
11:00 AM	1	47	26	1	5	2	0	0	1	0	0	0	0	83
12:00 PM	1	61	19	0	4	0	0	0	0	0	0	0	1	86
1:00 PM	0	63	29	1	3	1	0	0	1	0	0	0	0	98
2:00 PM	0	77	41	3	2	0	0	1	1	0	0	0	0	125
3:00 PM	1	132	49	2	0	0	0	0	0	0	0	0	0	184
4:00 PM	3	153	55	0	2	1	0	0	1	0	0	0	0	215
5:00 PM	2	143	37	1	1	1	0	0	0	0	0	0	0	185
6:00 PM	2	88	33	0	1	2	0	0	0	0	0	0	0	126
7:00 PM	0	80	15	0	0	0	0	0	0	0	0	0	0	95
8:00 PM	0	50	15	0	0	0	0	1	0	0	0	0	0	66
9:00 PM	1	47	5	0	0	0	0	0	0	0	0	0	0	53
10:00 PM	0	27	5	0	0	1	0	0	0	0	0	0	0	33
11:00 PM	0	16	3	0	1	0	0	0	0	0	0	0	0	20
Total	11	1,216	420	11	28	11	0	2	7	1	0	0	2	1,709
Percent	0.6%	71.2%	24.6%	0.6%	1.6%	0.6%	0.0%	0.1%	0.4%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Thursday, April 30, 2015
Northbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	9	0	0	0	0	0	0	0	0	0	0	0	9
1:00 AM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
2:00 AM	0	13	1	0	0	1	0	0	0	0	0	0	0	15
3:00 AM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
4:00 AM	0	47	11	0	0	0	0	2	2	0	0	0	0	62
5:00 AM	0	92	32	2	0	0	0	0	0	0	0	0	0	126
6:00 AM	2	108	31	0	1	0	0	0	0	0	0	0	0	142
7:00 AM	2	109	52	0	0	0	0	0	1	0	0	0	0	164
8:00 AM	4	79	45	1	2	0	0	0	1	1	0	0	0	133
9:00 AM	0	50	24	0	0	1	0	0	0	0	0	0	0	75
10:00 AM	0	51	25	0	1	1	0	0	0	0	0	0	0	78
11:00 AM	2	61	22	0	4	2	0	1	1	0	0	0	1	94
12:00 PM	1	64	22	0	1	1	0	0	0	0	0	0	0	89
1:00 PM	0	55	15	1	3	0	0	0	0	0	0	0	0	74
2:00 PM	1	44	20	0	2	1	0	0	1	0	0	0	0	69
3:00 PM	0	54	15	0	0	0	0	0	0	0	0	0	0	69
4:00 PM	4	71	24	0	1	0	0	0	0	0	0	0	0	100
5:00 PM	1	61	17	0	0	0	0	0	0	0	0	0	0	79
6:00 PM	0	64	11	0	0	0	0	0	1	0	0	0	0	76
7:00 PM	2	29	7	0	0	0	0	1	0	0	0	0	0	39
8:00 PM	0	37	6	0	0	0	0	0	0	0	0	0	0	43
9:00 PM	1	21	9	0	0	1	0	0	0	0	0	0	0	32
10:00 PM	0	16	3	1	0	0	0	0	0	0	0	0	0	20
11:00 PM	0	8	4	1	0	0	0	0	0	0	0	0	0	13
Total	20	1,155	400	6	15	8	0	4	7	1	0	0	1	1,617
Percent	1.2%	71.4%	24.7%	0.4%	0.9%	0.5%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

Thursday, April 30, 2015
Southbound

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	19	6	0	0	1	0	0	1	0	0	0	0	27
1:00 AM	0	12	2	0	0	0	0	0	0	0	0	0	0	14
2:00 AM	0	9	0	0	0	0	0	0	0	0	0	0	0	9
3:00 AM	0	7	4	0	0	0	0	0	0	0	0	0	0	11
4:00 AM	0	7	5	0	0	0	0	0	0	0	0	0	0	12
5:00 AM	0	23	5	0	0	0	0	0	0	0	0	0	0	28
6:00 AM	1	31	12	0	1	0	0	0	0	0	0	0	0	45
7:00 AM	0	29	12	0	0	0	0	0	0	1	0	0	1	43
8:00 AM	2	44	15	0	4	1	0	0	0	0	0	0	0	66
9:00 AM	0	46	19	0	4	0	0	1	0	0	0	0	0	70
10:00 AM	2	25	18	0	3	3	0	0	0	0	0	0	0	51
11:00 AM	1	60	21	2	2	1	0	0	1	0	0	0	0	88
12:00 PM	2	60	26	1	4	0	0	2	0	1	0	0	0	96
1:00 PM	1	60	24	1	6	3	1	0	0	1	0	0	0	97
2:00 PM	0	109	39	1	4	0	0	0	2	0	0	0	0	155
3:00 PM	2	118	36	3	3	2	0	1	0	0	0	0	0	165
4:00 PM	10	153	48	1	2	1	0	0	2	0	0	0	0	217
5:00 PM	1	133	33	1	1	3	0	0	0	0	0	0	0	172
6:00 PM	1	95	20	1	0	2	0	0	0	0	0	0	0	119
7:00 PM	0	63	12	0	1	0	0	0	0	0	0	0	0	76
8:00 PM	0	50	14	0	0	0	0	0	0	0	0	0	0	64
9:00 PM	0	47	10	0	0	1	0	0	0	0	0	0	0	58
10:00 PM	0	36	8	1	0	0	0	0	0	0	0	0	0	45
11:00 PM	0	17	8	2	0	0	0	0	2	0	0	0	0	29
Total	23	1,253	397	14	35	18	1	4	8	3	0	0	1	1,757
Percent	1.3%	71.3%	22.6%	0.8%	2.0%	1.0%	0.1%	0.2%	0.5%	0.2%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**Total Study Average
 Northbound**

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	6	1	0	0	0	0	0	0	0	0	0	0	7
1:00 AM	0	3	1	0	0	0	0	0	0	0	0	0	0	4
2:00 AM	0	9	1	0	0	0	0	0	0	0	0	0	0	10
3:00 AM	0	7	2	0	0	0	0	0	0	0	0	0	0	9
4:00 AM	1	30	9	0	0	0	0	1	1	0	0	0	0	42
5:00 AM	0	70	24	0	0	0	0	0	0	0	0	0	0	94
6:00 AM	1	81	24	1	1	0	0	0	0	0	0	0	0	108
7:00 AM	1	86	35	0	2	0	0	1	1	0	0	0	0	126
8:00 AM	1	64	27	0	1	0	0	0	0	0	0	0	0	93
9:00 AM	0	59	23	0	1	1	0	0	0	0	0	0	0	84
10:00 AM	0	51	26	0	1	1	0	0	0	0	0	0	0	79
11:00 AM	1	65	25	1	1	1	0	0	0	0	0	0	0	94
12:00 PM	1	71	26	0	1	1	0	0	0	0	0	0	0	100
1:00 PM	1	62	22	0	1	0	0	0	1	0	0	0	0	87
2:00 PM	1	53	21	0	1	1	0	0	0	0	0	0	0	77
3:00 PM	1	57	19	0	1	0	0	0	0	0	0	0	0	78
4:00 PM	1	67	27	0	1	0	0	0	0	0	0	0	0	96
5:00 PM	0	55	16	0	0	0	0	0	0	0	0	0	0	71
6:00 PM	1	50	13	0	0	0	0	0	0	0	0	0	0	64
7:00 PM	0	38	9	0	0	0	0	0	0	0	0	0	0	47
8:00 PM	0	30	9	0	0	0	0	0	0	0	0	0	0	39
9:00 PM	0	25	8	0	0	0	0	0	0	0	0	0	0	33
10:00 PM	0	21	3	0	0	0	0	0	0	0	0	0	0	24
11:00 PM	0	7	3	0	0	0	0	0	0	0	0	0	0	10
Total	11	1,067	374	2	12	5	0	2	3	0	0	0	0	1,476
Percent	0.7%	72.3%	25.3%	0.1%	0.8%	0.3%	0.0%	0.1%	0.2%	0.0%	0.0%	0.0%	0.0%	

Note: Average only considered on days with 24-hours of data.

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**Total Study Average
 Southbound**

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	13	3	0	0	0	0	0	0	0	0	0	0	16
1:00 AM	0	8	1	0	0	0	0	0	0	0	0	0	0	9
2:00 AM	0	9	1	0	0	0	0	0	0	0	0	0	0	10
3:00 AM	0	5	4	0	0	0	0	0	0	0	0	0	0	9
4:00 AM	0	6	4	0	0	0	0	0	0	0	0	0	0	10
5:00 AM	0	17	6	0	0	1	0	0	0	0	0	0	0	24
6:00 AM	0	26	7	0	0	1	0	0	0	0	0	0	0	34
7:00 AM	0	28	11	0	1	0	0	0	0	0	0	0	0	40
8:00 AM	0	34	14	1	1	0	0	0	0	0	0	0	0	50
9:00 AM	0	40	18	0	2	0	0	1	0	0	0	0	0	61
10:00 AM	1	40	18	0	2	1	0	0	0	0	0	0	0	62
11:00 AM	1	60	23	1	2	1	0	0	0	0	0	0	0	88
12:00 PM	1	65	22	1	2	1	0	1	1	0	0	0	0	94
1:00 PM	1	66	23	1	2	1	0	0	1	0	0	0	0	95
2:00 PM	1	84	30	1	2	1	0	0	1	0	0	0	0	120
3:00 PM	1	113	37	1	1	1	0	1	0	0	0	0	0	155
4:00 PM	3	122	40	0	1	1	0	0	0	0	0	0	0	167
5:00 PM	1	122	31	1	0	1	0	0	0	0	0	0	0	156
6:00 PM	1	80	23	0	0	1	0	0	0	0	0	0	0	105
7:00 PM	0	62	14	0	0	0	0	0	0	0	0	0	0	76
8:00 PM	0	52	13	0	0	0	0	0	0	0	0	0	0	65
9:00 PM	0	45	7	0	0	0	0	0	0	0	0	0	0	52
10:00 PM	0	32	6	0	0	0	0	0	0	0	0	0	0	38
11:00 PM	0	19	5	0	0	0	0	0	0	0	0	0	0	24
Total	11	1,148	361	7	16	11	0	3	3	0	0	0	0	1,560
Percent	0.7%	73.6%	23.1%	0.4%	1.0%	0.7%	0.0%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	

Note: Average only considered on days with 24-hours of data.

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**3-Day (Tuesday - Thursday) Average
 Northbound**

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	3	2	0	0	0	0	0	0	0	0	0	0	4
1:00 AM	0	5	1	1	0	1	0	0	0	0	0	0	0	7
2:00 AM	0	12	1	0	0	0	0	0	0	0	0	0	0	14
3:00 AM	0	9	1	0	0	0	0	0	1	0	0	0	0	11
4:00 AM	1	35	11	1	0	0	0	1	1	0	0	0	0	50
5:00 AM	1	95	34	0	0	0	0	0	1	0	0	0	0	131
6:00 AM	1	101	30	2	2	1	0	0	1	1	0	0	0	140
7:00 AM	1	119	47	0	1	0	1	1	1	0	0	0	0	172
8:00 AM	0	74	35	1	1	0	0	0	0	0	0	0	0	110
9:00 AM	0	56	22	0	1	1	0	0	0	0	0	0	0	80
10:00 AM	0	45	25	1	3	1	0	0	0	0	0	0	0	75
11:00 AM	2	47	24	1	1	2	0	0	0	0	0	0	0	77
12:00 PM	1	61	22	0	2	0	0	0	0	0	0	0	1	86
1:00 PM	0	44	25	0	2	1	0	1	1	0	0	0	0	73
2:00 PM	1	49	21	0	2	1	0	1	0	0	0	0	0	75
3:00 PM	0	46	19	1	1	0	0	1	0	0	0	0	0	69
4:00 PM	2	70	28	1	1	1	0	0	1	0	0	0	0	103
5:00 PM	0	50	20	0	0	0	0	0	0	0	0	0	0	70
6:00 PM	1	52	13	0	0	1	0	0	0	0	0	0	0	67
7:00 PM	1	39	10	0	0	0	0	0	0	0	0	0	0	50
8:00 PM	0	29	6	0	0	0	0	0	1	0	0	0	0	35
9:00 PM	0	26	8	0	0	0	0	0	0	0	0	0	0	34
10:00 PM	0	18	1	0	0	0	0	0	1	0	0	0	0	19
11:00 PM	0	6	2	0	0	0	0	0	0	0	0	0	0	8
Total	11	1,091	407	9	16	10	1	4	9	1	0	0	1	1,560
Percent	0.7%	69.9%	26.1%	0.6%	1.0%	0.6%	0.0%	0.3%	0.6%	0.1%	0.0%	0.0%	0.1%	

Location: FRONTAGE RD S/O 3RD AVE SW
Date Range: 4/24/2015 to 4/30/2015
Site Code: 01

**3-Day (Tuesday - Thursday) Average
 Southbound**

Time	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
12:00 AM	0	8	2	0	0	0	0	0	0	0	0	0	0	11
1:00 AM	0	4	1	0	0	0	0	0	0	0	0	0	0	6
2:00 AM	0	9	2	0	0	0	0	0	0	0	0	0	0	11
3:00 AM	0	6	5	0	0	0	0	0	0	0	0	0	0	10
4:00 AM	0	10	8	0	0	0	0	0	0	0	0	0	0	18
5:00 AM	0	23	7	0	1	1	0	0	0	0	0	0	0	31
6:00 AM	0	36	10	0	0	2	0	0	1	0	0	0	0	49
7:00 AM	0	33	13	1	2	0	0	0	0	0	0	0	0	48
8:00 AM	0	42	13	2	1	0	0	0	0	0	0	0	0	57
9:00 AM	0	34	16	0	2	0	0	0	1	1	0	0	1	55
10:00 AM	0	31	13	0	3	1	0	0	1	0	0	0	0	48
11:00 AM	1	47	25	1	5	1	0	0	1	0	0	0	0	80
12:00 PM	1	62	20	0	3	0	0	0	0	0	0	0	1	88
1:00 PM	0	62	28	1	2	1	0	0	2	0	0	0	0	96
2:00 PM	0	81	37	3	2	0	0	1	1	0	0	0	0	126
3:00 PM	1	128	49	2	0	0	0	0	0	0	0	0	0	181
4:00 PM	2	150	54	0	1	1	0	0	1	0	0	0	0	209
5:00 PM	1	146	35	1	1	1	0	0	0	0	0	0	0	185
6:00 PM	1	86	32	0	1	2	0	0	0	0	0	0	0	122
7:00 PM	0	74	15	0	0	1	0	0	0	0	0	0	0	90
8:00 PM	0	53	13	0	0	0	0	1	0	0	0	0	0	68
9:00 PM	1	41	5	0	0	0	0	0	0	0	0	0	0	46
10:00 PM	0	29	5	0	0	1	0	0	0	0	0	0	0	35
11:00 PM	0	15	3	0	1	0	0	0	0	0	0	0	0	19
Total	8	1,209	411	12	25	11	0	3	7	1	0	0	1	1,689
Percent	0.5%	71.6%	24.3%	0.7%	1.5%	0.7%	0.0%	0.2%	0.4%	0.1%	0.0%	0.0%	0.1%	



Agenda Bill No. 15-086

TO: Mayor Guier and City Council Members

FROM: Community Services

MEETING DATE: June 22, 2015

SUBJECT: King County Community Development Block Grant (CDBG) Agreement for Repairs to the roof on the Senior and Community Centers

ATTACHMENTS: Resolution 2015-264
DRAFT King County Community Development Block Grant (CDBG) Agreement

Previous Council Review Date: N/A

Summary: The City of Pacific Senior and Community Centers are in need of new roofing. The King County Community Development Block Grant (CDBG) Program selected the City of Pacific application to receive funds to repair the youth and senior facilities. The expenditure for these repairs exceeds the repair fund budget.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-264.

Motion for Consideration: Move to approve Resolution No. 2015-264, A RESOLUTION AUTHORIZING EXECUTION OF THE KING COUNTY FOR CDBG GRANT AGREEMENT FOR FUNDS TO REPAIR THE SENIOR CENTER AND COMMUNITY CENTER ROOFING.

Budget Impact: The City local match for this grant is \$9,905 for in kind services.

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

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2015 - 264**

**A RESOLUTION AUTHORIZING EXECUTION OF THE KING COUNTY CDBG GRANT
AGREEMENT FOR FUNDS TO REPAIR THE SENIOR CENTER AND COMMUNITY
CENTER ROOFING IN THE AMOUNT OF \$106,000.**

WHEREAS, the Pacific Senior Center and the Community Center are in need of new roofs which are estimated to cost \$115,000, and

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

WHEREAS, King County Community Development Block Grant (CDBG) has selected the City to receive a grant for \$106,000; and

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

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Agreement with King County (Attached as Exhibit A) for CDBG funds in the amount of \$106,000 for construction services to reroof the Senior Center and the Community Center.

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

ADOPTED BY THE CITY COUNCIL this 22nd day of June, 2015.

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**EXHIBIT [II]
CITY OF PACIFIC
2015 CDBG CONTRACT EXHIBIT TEMPLATE**

Contract No. :	Project No. : C15544-1125674
King County Project Manager: David Mecklenburg	Contractor Contact Person: Jim Morgan
Start Date: 3/2/2015	Telephone: (253) 939-1115
End Date:5/31/2016, 20YR	E-Mail:jmorgan@ci.pacific.wa.us

I. WORK STATEMENT

This Contract entered into between King County Housing and Community Development (HCD) (hereinafter referred to as “the COUNTY”, and CONTRACTOR (hereinafter referred to as “City of Pacific” to identify the roles of the parties to implement the Community Development Block Grant (CDBG) activities that are the subject of this Exhibit; beginning on March 2, 2015 and ending on May 31, 2016. All such activities shall be carried out in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as currently in effect or as amended in the future.

This Contract provides the basis for collaboration in implementing Pacific Senior and Community Center Facility Rehab at the City of Pacific’s senior and community facilities, herein referred to as “the PROJECT,” located on real property located at 100 3rd Avenue SE Pacific, Washington 98047, and 305 Milwaukee Blvd. Pacific, WA 98047 and legally described below:

Community Center: INTERURBAN GARDEN TRS UNREC TR X & LOTS 1-2 & N 100 FT OF LOTS 9-10 & E 25 FT OF N 100 FT OF LOT 11 BLK 1 TGW N 315 FT OF W 295 OF NW 1/4 OF SW 1/4 LESS POR BEG NW COR OF SW 1/4 TH S ON W LN 165 FT TH E 30 FT TO TPOB TH S 150 FT TH E 280 FT TH N 150 FT TH W 280 FT TO TPOB LESS STS

Senior Center: BEG NW COR OF SW 1/4 OF STR 36-21-04 TH S ALG W LN SD SEC 165 FT TH E 30 FT TO TPOB TH S 140 FT TH E 200 FT TH S 10 FT TH E 80 FT TH N 150 FT TH W 280 FT TO TPOB

SITUATE in the City of Pacific, County of King, State of Washington.

The Community Services Facilities shall be used primarily by the citizens of Pacific who are low/moderate income and for the provision of community and senior services.

This Contract provides the basis for collaboration in implementing the roof repair, ceiling tile replacement and minor improvements to the Senior Center and roof repair on the Community Center herein referred to as “the PROJECT”. The total amount of funds awarded to this Exhibit shall not exceed \$106,000 in King County administered CDBG funds. The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218.

II. PROGRAM DESCRIPTION

A. Goal

Improve the living environment in low- and moderate-income neighborhoods and communities in accordance with jurisdictions’ adopted Comprehensive Plans and the Countywide Planning Policies by making CDBG capital funds available for high priority public as community facility improvements.

B. Outcome

The community is a healthier and/or safer place to live, and/or has more amenities, including safe and sustainable community gathering spaces. Upon completion of the construction phase of the PROJECT, CITY OF PACIFIC will own and manage the Senior and Community Centers PROJECT for the benefit of low to moderate-income residents.

C. Indicators

Upon completion of the project, CITY OF PACIFIC will have improvements that include Pacific Senior and Community Center Facility Rehabilitation including reroofing of both buildings and the connecting outdoor corridor.

III. ROLES OF PARTIES

A. Under this Contract the responsibilities of the COUNTY shall be as follows:

1. The COUNTY shall have the lead role in ensuring that the PROJECT chosen for award of CDBG capital funds is completed pursuant to all applicable CDBG and other federal regulations.
2. The COUNTY shall conduct all necessary environmental reviews described in 24 Code of Federal Register (CFR) 570.604 - Environmental standards - of the CDBG regulations and § 58.5 - Related Federal Laws and Authorities - for compliance with requirements of the CDBG program. All mitigation measures identified in the Environmental Review shall be incorporated herein by this reference and shall be monitored and enforced during the implementation of the project. All mitigation measures shall be included in all bid specifications and construction contracts related to the PROJECT.
3. The COUNTY shall provide all federal and King County requirements for all plans, specifications and bid documents prepared for procurement of professional services and construction contracts.
4. The COUNTY shall assure that the CDBG funds under this Exhibit will be used to pay for re-roofing and repairs to the senior center and community center. Construction will take place at the address listed above in **I. Work Statement**; for the purpose of ensuring continued community and senior services.
5. The COUNTY shall be an equal participant in collaborating with City of Pacific on development of the following final procurement documents for advertising or soliciting responses for any type of good or service including, but not limited to, professional services and construction services:
 - a. Construction bid specifications;
 - b. Invitation to bid;
 - c. Request for proposals; and
 - d. Request for qualifications.
6. The COUNTY shall prepare the U.S. Department of Housing and Urban Development (HUD) Section 3 report for all contracted services related to the PROJECT.

7. The COUNTY shall ensure that the construction bid specifications and construction contracts assisted in whole or in part under this Contract, include provisions requiring each prime construction contractor (hereinafter referred to as the "PRIME") to submit assurance of final payments in a format approved by the County.
 8. The COUNTY shall provide staff to direct implementation of the PROJECT and must explicitly approve by signature any and all payments made concerning the PROJECT during the construction phase.
 9. COUNTY shall assign a Project Manager from the Housing and Community Development Program's Community Development Section to act in this capacity and to work with CITY OF PACIFIC to implement the project during the construction phase.
 10. The COUNTY shall facilitate standing weekly construction meetings at a site mutually agreed upon with an assigned representative of CITY OF PACIFIC and the PRIME during the course of construction and implementation through construction closeout.
 11. The COUNTY shall work with CITY OF PACIFIC in the event that the CDBG funding award is not enough to cover all desired improvements, and the two parties shall jointly determine the priority of the improvements to be made within funding limits.
 12. The COUNTY shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest.
 13. COUNTY staff shall verify that federal labor requirements, including Section 3 Requirements, have been met prior to approving any payment on the PROJECT. Payment will be withheld for any costs by CITY OF PACIFIC, the PRIME or any sub-contractor of construction that is out of compliance.
 14. The COUNTY shall be the recipient of certified weekly payrolls of construction activity and supporting documents for labor compliance. Upon review and approval of said documents, COUNTY shall approve payment to CITY OF PACIFIC and/ or to the PRIME, depending on the nature of the expenditure and the line item budget in SECTION IV.C.2.
 15. COUNTY activity project delivery costs for the project will be determined and combined with the project as part of the overall CDBG project budget.
- B. Under this Contract the responsibilities of CITY OF PACIFIC shall be as follows:
1. CITY OF PACIFIC shall provide staff to implement the PROJECT and will be a signatory on any payment during the implementation of the PROJECT. CITY OF PACIFIC shall assign a Project Manager to act in this capacity and to work with COUNTY to implement the project.
 2. CITY OF PACIFIC shall provide all local and state requirements for any plans, specifications and bid documents prepared for procurement of professional services and construction contracts.

3. CITY OF PACIFIC shall provide design and engineering services and construction oversight of the PROJECT. CITY OF PACIFIC shall assume responsibility for ensuring the following:
- a. All reports and recommendations concerning construction shall be submitted to the COUNTY for approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY OF PACIFIC approval.
 - b. In the event of modifications to the construction contract, which result in an increase in the contract amount, without the prior approval of the COUNTY; CITY OF PACIFIC shall be solely responsible for such modifications.
4. CITY OF PACIFIC, in coordination with the COUNTY, shall run an approved procurement process, for construction of the PROJECT.
- a. Such services shall be reimbursed to CITY OF PACIFIC if they were identified in the PROJECT application as a CDBG eligible expense of the PROJECT and funds were awarded for that purpose.
 - b. CITY OF PACIFIC shall assure that all specifications and drawings shall be in conformance with current standards and general specifications as set forth in the application of the PROJECT, and shall collaborate with the COUNTY to ensure compliance with local, state and federal requirements associated with the use of CDBG funds.
 - i. The CITY OF PACIFIC shall collaborate with the COUNTY to ensure compliance with Section 3 requirements set forth at 24 Code of Federal Register (CFR) Part 135 in obtaining design services. Compliance with Section 3 requirements is set forth at 24 CFR Part 135.38. When applicable, said requirements shall be incorporated into construction bid specifications, invitations to bid and/or requests for proposals as well as construction contracts with a contract value which exceeds \$100,000.
 - ii. The work performed by this Contract may also be subject to the State's prevailing wage laws, Chapter 39.12 Revised Code of Washington (RCW). CITY OF PACIFIC shall consult with the Washington State Department of Labor and Industries to determine the State prevailing wages that must be incorporated into the Bid Documents.
 - c. CITY OF PACIFIC shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state, and federal law.
 - d. CITY OF PACIFIC shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
 - e. CITY OF PACIFIC shall use a more restrictive procurement procedure by sealed bids (formal advertising) that also complies with the City of Pacific Procurement Policy, except when allowed per 2 CFR 200.317-

.326. Bids shall be publicly solicited and a firm-fixed-price contract shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

- f. CITY OF PACIFIC shall exclude construction contractors that developed or drafted specifications, requirements, statements of work, invitations for bids, and/or requests for proposals related to this PROJECT from competing for such procurement as part of its efforts to eliminate unfair competitive advantage.
 - g. CITY OF PACIFIC shall seek a minimum of three bids to enhance the opportunity to obtain the best price for the construction of the PROJECT. If three bids are not received, CITY OF PACIFIC will work with the COUNTY to identify an appropriate and legally acceptable alternative course of action to procure a construction contractor.
5. CITY OF PACIFIC shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY OF PACIFIC as provided by Washington Statute.
6. CITY OF PACIFIC shall bear the risk of loss from fire, extended coverage, and shall purchase and maintain property insurance on all affected CITY OF PACIFIC property. CITY OF PACIFIC will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
7. CITY OF PACIFIC shall provide all necessary staffing support to assist the COUNTY with the completion of the PROJECT.
8. CITY OF PACIFIC will submit to COUNTY for its approval all reports and recommendations concerning construction of PROJECT. The COUNTY will submit to CITY OF PACIFIC for its approval all of COUNTY's decisions affecting construction. Both parties agree that their approval may not be unreasonably delayed withheld or conditioned and will follow guidelines outlined in Attachment B., Project Implementation Manual. A customized Attachment B 'Project Implementation Manual' shall be incorporated herein by this reference and shall be referred during the course of the implementation of the project.
9. CITY OF PACIFIC shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest. Upon completion of the PROJECT, CITY OF PACIFIC agrees to:
- a. Accept the improvements;
 - b. Become the successor of the Construction Contract; and
 - c. Continue operating the property as a Senior / Community Center.
10. Public Information
- a. In all news releases and other public notices related to projects funded under this Contract, CITY OF PACIFIC shall include information identifying the source of funds as the King County Consortium Community Development Block Grant Program.

- b. During construction of the project, a durable and adequately visible sign at the construction site, identifying the source of funds, such as: "Funding for this project was provided by King County Consortium Community Development Block Grant Program."
- c. A plaque shall be permanently placed in the highest foot traffic area readily visible to the public. The size should be at a minimum 12" by 12". The plaque should contain the following:

FUNDING FOR CITY OF PACIFIC COMMUNITY & SENIOR CENTERS
 PROVIDED BY
 THE KING COUNTY CONSORTIUM COMMUNITY DEVELOPMENT
 BLOCK GRANT PROGRAM AND
[CITY OF CITY OF PACIFIC NAME]
 THROUGH THE U. S. DEPARTMENT
 OF HOUSING AND URBAN DEVELOPMENT
[DATE]

C. Records and Reports

CITY OF PACIFIC shall maintain files for this project containing the following items:

1. Documentation demonstrating CITY OF PACIFIC's determination of eligibility for the project activity and the national objective met per CDBG Program regulations.
2. Notice of Grant Award;
3. Motions, resolutions, or minutes documenting Board or Council actions;
4. A copy of this Contract;
5. Correspondence regarding budget revisions;
6. Copies of all invoices and reports submitted to the COUNTY for this project;
7. Bills for payment;
8. Copies of approved invoices and warrants;
9. Payroll time sheets for actual salary and fringe benefit costs, time sheets signed by a supervisor and annotated to document percent of time charged against this project if less than full time;
10. Documentation, such as log sheets, of copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and no invoice is available, or alternative, annotated invoices may be used to document charges as appropriate;
11. Documentation of mileage charges for private auto use;
12. Documentation of the solicitation process used to select vendors and sub-contractors with original purchase orders and sub-contracts;
13. Documentation related to adherence to labor compliance rules and regulations and report submittal related to such;

14. CITY OF PACIFIC shall submit project status information on a Program Accomplishment form.

D. Reporting requirements

The Contractor shall submit electronically the following data reports in a format and to an address provided by the County.

1. The Contractor shall submit a Certified Program Accomplishment form in a format provided by the County within ten business days after the end of each quarter.
2. The Contractor shall submit a Certified Completed Project Funding Report form in a format provided by the County with the final invoice.
3. The Contractor shall submit a Certified Project Beneficiary Data form in a format provided by the County within 15 business days following the end of the first full calendar year (January – December) after the project has been completed.
4. The Contractor shall submit a Certified annual report of Program Income, as defined in 24 CFR 570.500, in a format provided by the County by January 5th of each year. Said report shall commence the end of the first year after the project has been completed, and continue until the termination date.

E. Project Completion Ceremony

Upon completion of the CDBG assisted project, COUNTY and CITY OF PACIFIC shall coordinate to determine whether there will be an event or to jointly plan for such an event, (for example: ribbon cutting, open house, grand opening, tour, etc.); to celebrate the successful execution of the project. Invitations may be extended to the following representatives: King County Executive, or Department of Community and Human Services representative on behalf of the Executive, an appropriate King County Council member(s), a representative from the local HUD Field Office, and representatives from other participating jurisdictions.

II. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Requirements

1. COUNTY will not make payment on an invoice unless HCD Project Manager has signed approval for payment on the Application and Certificate for Payment form [see Attachment B. 4.06] before the payment was made, and in advance of submittal for payment.
2. CITY OF PACIFIC shall submit invoices to the COUNTY within ten business days after the end of each quarter in which the CITY OF PACIFIC incurs costs under this Contract. The final request shall be submitted prior to [date].
3. CITY OF PACIFIC shall submit invoices to the COUNTY in the form of a CDBG Program Voucher Reimbursement Request form. Such forms shall be signed by an authorized representative of CITY OF PACIFIC and shall be accompanied by copies of supporting documents.

4. COUNTY shall retain ten percent of the value of the contract provided under this project until all construction activities are completed and labor standards are met. The COUNTY shall disburse the retained amount with the final invoice upon the COUNTY's verification that CITY OF PACIFIC, the Prime and all sub-contractors have complied with the provisions of this Contract.
5. Payments shall be made upon the joint approval of CITY OF PACIFIC, COUNTY Project Manager and Davis Bacon Compliance Officer, each verifying that respective supporting documentation meets compliance requirements.

B. Method of Payment

CITY OF PACIFIC shall be reimbursed for satisfactory completion of the requirements specified in this Contract in a sum not to exceed \$106,000.

C. The COUNTY shall apply the following CDBG funds to the project in accordance with the Line Item Budget Summary below.

1. CDBG Funds

King County Community Development Block Grant –Funds	\$106,000
Total CDBG Funds: CFDA 14. 218	\$106,000

2. Line Item Budget

Item	CDBG Funds	Other Funds	Total Funds
Required Environmental Studies	\$4,000	\$500	\$4,500
Design by City	\$	\$3,135	\$
Construction Contract	\$102,000	\$	\$102,000
Project Management – CITY OF PACIFIC and/or Construction Management	\$	\$6,270	\$6,270
TOTAL CONTRACT BUDGET:	\$ 106,000	\$ 9,905	\$115,905

D. Project Milestones

1. The following milestones shall be set forth for project accomplishment. Milestones may be amended from time to time with the written Contract of the COUNTY and CITY OF PACIFIC.

2. The Project shall be implemented in accordance with the following schedule.

Milestones	Projected Completion Date
Environmental Review Complete	February/28, 2015
Design Complete	June/2015
Bid Specs Ready to be Published	July/2015
Bid Opening	July/2015
Preconstruction Conference	August/2015
Construction 50% Complete	September/2015
Construction Complete	September/2015
Labor Standards Reviewed and Accepted Release Retainage	January/2016
Project Funding Report Form Completed	February/ 2016
Project Closed	February/ 2016

E. Liaison Responsibility

Jim Morgan will act a liaison from CITY OF PACIFIC for the PROJECT.

Dave Mecklenburg will act as liaison from COUNTY.

F. Special Requirements

1. Each party is an independent CONTRACTOR with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.

2. Notice.

Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Contract.

3. Non-substitution for Local Funding.

The CDBG funding made available under this Contract shall not be utilized by CITY OF PACIFIC to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Contract.

4. Evaluation.

CITY OF PACIFIC agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.

5. Change of Use.

CITY OF PACIFIC agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 and the King County CDBG Consortium Policies.

6. Reversion of Assets.

Upon expiration or termination of this Contract, CITY OF PACIFIC shall transfer to COUNTY any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY OF PACIFIC's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall ensure said real property is either:

- a. Used to meet one of the National Objectives in CFR 570.208 for the term of this CONTRACT; or
- b. Not used to meet on the National Objectives for the term of this CONTRACT, in which event CITY OF PACIFIC shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

III. TERM OF AGREEMENT

- A. This agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending six years after closeout of the Community Development Block Grant for this PROJECT.
- C. This Contract may be suspended or terminated prior to the expiration of its term by:
 1. Written notice provided to the COUNTY from CITY OF PACIFIC before any materials or services for improvements are procured; or
 2. Written notice provided by the COUNTY in accordance with 2 CFR 200.300, included as Attachment A, resulting from material failure by CITY OF PACIFIC to comply with any term of this CONTRACT; or
 3. Mutual agreement by the COUNTY and CITY OF PACIFIC in accordance with 2 CFR 200.300.
- D. Upon completion of improvements or upon termination of this CONTRACT, any unexpended balances of CDBG funds shall remain with the COUNTY.

IV. Hold Harmless and Indemnity Agreement

COUNTY shall defend, indemnify and hold CITY OF PACIFIC, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of COUNTY, its officers, officials, employees, agents and volunteers in the performance of this Agreement, except for injuries or damages caused by the sole negligence of CITY OF PACIFIC.

CITY OF PACIFIC shall defend, indemnify and hold COUNTY, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of CITY OF

PACIFIC, its officers, officials, employees, agents and volunteers in the performance of this Agreement, except for injuries or damages caused by the sole negligence of COUNTY.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of COUNTY and CITY OF PACIFIC, their officers, officials, employees, agents and volunteers, the each party's liability hereunder shall be only to the extent of that party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

V. WAIVER

No waiver by either of the Parties to this Agreement of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

VI. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement and no prior agreements between the parties shall be effective for any purpose.

VII. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No waiver, additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

VIII. SEVERABILITY

If any one or more of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

IX. DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. The Parties agree that any controversy, dispute, claim, or breach of or relating to the Agreement on the part of either party shall be resolved by first attempting to negotiate a mutually satisfactory resolution to the Dispute without undue delay and within time periods established by Project specifications or contracts.

If for any reason of any default or breach on the part of either parties in the performance of any of the provisions of this Agreement and a legal action is initiated, the party not prevailing agrees to pay to the substantially prevailing party all reasonable costs and attorney fees and costs in connection therewith, including on appeal. It is hereby agreed that the venue of legal action brought under the terms of this Agreement shall be King County, Washington.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this _____ day of _____, 2015.

COUNTY

CITY OF PACIFIC

By: _____

By: _____

Leanne Guier, Mayor

APPROVED BY PACIFIC CITY COUNCIL MOTION ON _____, 2015.

ATTEST:

ATTEST:

DRAFT

AMY STEVENSON-NESS
PACIFIC CITY CLERK

Approved as to Form:

Approved as to Form:

CAROL MORRIS
PACIFIC CITY ATTORNEY

Context: Title 2, Code of Federal Regulations: PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart D—Post Federal Award Requirements. –

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: June 22, 2015
SUBJECT: 6-Year Transportation Improvement Plan (STIP) 2016 - 2021

ATTACHMENTS: Resolution 2015-265
6-Year Transportation Improvement Plan (STIP) 2016 - 2021

Previous Council Review Date: N/A

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

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-265.

Motion for Consideration: Move to approve Resolution No. 2015-265, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, ADOPTING THE 2016-2021 SIX YEAR TRANSPORTATION IMPROVEMENTS PROGRAM (TIP).

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

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

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015 - 265

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, A
RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
ADOPTING THE 2016-2021 SIX YEAR TRANSPORTATION
IMPROVEMENTS PROGRAM (TIP)**

WHEREAS, RCW 35.77 requires that the legislative body of each city and town in the State of Washington prepare and adopt a Six Year Transportation Improvement Program (TIP) for the ensuing six years and that such program be updated annually thereafter; and

WHEREAS, a public hearing to consider the 2016-2021 Six Year Transportation Program for the City of Pacific was held before the City Council on June 22, 2015, pursuant to the public hearing notice; and

WHEREAS, the City Council has determined it is in the best interests of the City of Pacific to adopt the 2016-2021 Six Year Transportation Improvement Program, attached as Exhibit "A" to this resolution,

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

Section 1. The City Council adopts the revised Six Year Transportation Improvement Program for 2016-2021, attached as Exhibit "A" and incorporated herein by reference.

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

APPROVED:

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

JAMES KELLY, ASSISTANT CITY ATTORNEY

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17		Frontage Road Rehabilitation 3rd Ave SW to 5th Ave NW Frontage Road rehabilitation including repair of pedestrian facilities.	WA-05651	06/22/15	07/13/15			04	CGOPS TW	0.750		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019	STP	150,000	TIB	23,000	27,000	200,000
P	RW	2019	STP	43,000		0	17,000	60,000
P	CN	2020	STP	765,000	TIB	400,000	135,000	1,300,000
Totals				958,000		423,000	179,000	1,560,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	100,000	100,000
RW	0	0	0	0	60,000
CN	0	0	0	0	1,300,000
Totals	0	0	0	100,000	1,460,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Interurban Trail Interurban Trail 3rd Ave SW to Stewart Road This project will extend the Interurban Trail from 3rd Ave SW to Roy Road. Project elements consist of 0.75 miles of multi-use trail utilizing pervious pavement. Trail may be extended further, as funding allows.	WA-06452	06/22/15	07/13/15			28	P	0.750	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	WSDOT	250,000	50,000	300,000
P	RW	2017		0	WSDOT	20,000	5,000	25,000
P	CN	2017		0	WSDOT	1,380,000	95,000	1,475,000
Totals				0		1,650,000	150,000	1,800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	150,000	0	0	0
RW	0	25,000	0	0	0
CN	0	475,000	1,000,000	0	0
Totals	150,000	650,000	1,000,000	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Milwaukee Boulevard Rehabilitation & Intersection Ellingson Road to 5th Avenue South Road rehabilitation and sidewalk improvements. Intersection improvements at Milwaukee Blvd & Ellingson Rd intersection. Widen intersection to include dedicated left and right turn lanes, including signal modifications.	WA-05650	06/22/15	07/13/15			03	C G P S T W	0.700	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	40,000		0	10,000	50,000
P	RW	2016		0		0	50,000	50,000
P	CN	2017	STP	1,038,000		0	162,000	1,200,000
Totals				1,078,000		0	222,000	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,000	25,000	0	0	0
RW	50,000	0	0	0	0
CN	0	600,000	600,000	0	0
Totals	75,000	625,000	600,000	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Pacific Avenue Rehabilitation Ellingson Road to 3rd Avenue SE This project will repair and overlay the existing road surface. Sidewalk completion and drainage improvements are also included.	WA-07768	06/22/15	07/13/15			06	C G O P S T W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	STP	100,000	TIB	73,000	27,000	200,000
P	RW	2020	STP	43,000		0	17,000	60,000
P	CN	2021	STP	465,000	TIB	400,000	135,000	1,000,000
Totals				608,000		473,000	179,000	1,260,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	100,000	100,000
RW	0	0	0	0	60,000
CN	0	0	0	0	1,000,000
Totals	0	0	0	100,000	1,160,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Road Repair and Preservation City Wide Various to Overlays, repairs, and channelization improvements throughout the city.	WA-05668	06/22/15	07/13/15			06			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	TIB	65,000	10,000	75,000
P	CN	2016		0	TIB	675,000	75,000	750,000
Totals				0		740,000	85,000	825,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	25,000	0	25,000	0	25,000
CN	250,000	0	250,000	0	250,000
Totals	275,000	0	275,000	0	275,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		Sidewalk Improvements Various to Repair/replace sidewalks throughout the City of Pacific.	WA-05687	06/22/15	07/13/15			28	C G O P T W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	SRTS	27,000	3,000	30,000
P	RW	2016		0		0	30,000	30,000
P	CN	2016		0	SRTS	270,000	30,000	300,000
Totals				0		297,000	63,000	360,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	10,000	0	10,000	0	10,000
RW	10,000	0	10,000	0	10,000
CN	100,000	0	100,000	0	100,000
Totals	120,000	0	120,000	0	120,000

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		South 51st Avenue Reconstruction South 374 Street to South 380th Street From South 374th Street to South 380th Street construct a 24-foot wide paved road over an existing ROW containing a gravel road. Work includes a stormwater conveyance and collection system.	WA-05663	06/22/15	07/13/15			04		0.500	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	OTHER	45,000	5,000	50,000
P	RW	2017		0	OTHER	20,000	5,000	25,000
P	CN	2018		0	OTHER	450,000	50,000	500,000
Totals				0		515,000	60,000	575,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	20,000	20,000	10,000	0
RW	0	0	25,000	0	0
CN	0	0	0	500,000	0
Totals	0	20,000	45,000	510,000	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		West Valley Highway Reconstruction West Valley Highway County Line Road to 1st Ave W (north city limit) The project consists of widening of this two lane facility to three lanes (two general purpose lanes and a two-way left turn lane), reconstructing roadway to sub-base, providing pedestrian facilities, and providing stormwater facilities.	PAC-7	06/22/15	07/13/15			04		0.510	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	86,500		0	13,500	100,000
P	RW	2016	STP	243,000		0	40,000	283,000
P	CN	2018	STP	1,900,000		0	312,000	2,212,000
Totals				2,229,500		0	365,500	2,595,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	50,000	0	0	0
RW	0	283,000	0	0	0
CN	0	0	1,106,000	1,106,000	0
Totals	50,000	333,000	1,106,000	1,106,000	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		West Valley Highway Reconstruction (County Line Rd. to Jovita Blvd) West Valley Highway County Line Road to Jovita Blvd The project will widen an existing 2-lane undivided, narrow minor arterial road. The final roadway section will include a through lane in each direction, a two-way left turn lane, sidewalks or a shared use path, landscape areas, illumination and associated utility extensions.	PAC-7A					04		0.500	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2016	STP(UL)	43,000		0	7,000	50,000
P	RW	2017	STP	101,000		0	16,000	117,000
P	CN	2018	STP	865,000		0	135,000	1,000,000
Totals				1,009,000		0	158,000	1,167,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2016 to 2021

Agency: Pacific

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	1	<p>Stewart Road Improvements - Valentine to White River Bridge</p> <p>Stewart Road - 3290</p> <p>Valentine Ave to Butte Ave</p> <p>The project proposes to widen Stewart Road (2 lanes to 5 lanes) and install sidewalks (south side of Stewart) and a pervious asphalt trail (north side of Stewart) from Valentine Ave SE to White River Bridge. Environmental documentation will be completed for future construction of the pervious asphalt trail from Valentine Avenue SE to Butte Ave SE. Installation of a new signal at Butte. Project activities to complete the work include clearing, grading, paving, striping, signage, illumination, utility relocation, stormwater upgrades, and installation of new water main.</p>	PAC-2B	06/22/15	07/13/15			03	CGOPS TW	0.180	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP	432,500		0	67,500	500,000
P	RW	2016	STP	519,000		0	81,000	600,000
P	CN	2018	STP	3,027,500		0	472,500	3,500,000
Totals				3,979,000		0	621,000	4,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	250,000	250,000	0	0	0
RW	0	600,000	0	0	0
CN	0	0	1,750,000	1,750,000	0
Totals	250,000	850,000	1,750,000	1,750,000	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Pacific	9,861,500	4,098,000	2,082,500	16,042,000



Agenda Bill No. 15-092

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: June 22, 2015
SUBJECT: Police Specialist 2 Provisional Appointment

ATTACHMENTS:

- Resolution No. 2015-269
- Letter of Agreement with Teamsters Union Local No. 117

Previous Council Review Date: N/A

Summary: The current Police Specialist has resigned effective June 25, 2015. Hiring a replacement for this position will take approximately two months from that date. Per Civil Service rule 10.14, the Mayor is allowed to appoint a provisional employee until the position is staffed permanently.

Teamsters Local No. 117 has agreed to the provisional appointment and drafted a Letter of Understanding to be signed by the mayor upon approval. The union requires the provisional employee to join the union and pay dues for the duration of the appointment.

Recommended Action: Allow the Mayor to appoint a person for that position provisionally and sign the LOA with the union.

Motion for Consideration: "I move to approve Resolution No. 2015-269 authorizing the mayor to fill the Police Specialist II position temporarily by making a provisional appointment and execute the attached Letter of Agreement with Teamsters Local Union No. 117."

Budget Impact: None.

Alternatives: Reassign an officer to work the office.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING MAYOR GUIER TO OFFER EMPLOYMENT FOR A PROVISIONAL APPOINTMENT TO A POLICE SPECIALIST II POSITION, PURSUANT TO CIVIL SERVICE RULE 10.14 "PROVISIONAL APPOINTMENT" AND AUTHORIZING THE MAYOR TO SIGN A LETTER OF AGREEMENT WITH TEAMSTERS LOCAL UNION NO. 117.

WHEREAS, the City of Pacific Police Department does employ a full time Police Specialist, and

WHEREAS, the City of Pacific Police Department's current employee is resigning as of June 25th, 2015, and

WHEREAS, Mayor Guier has requested that the Civil Service Commission begin the testing process for the position, and

WHEREAS, the position may not be filled until mid to late August, and

WHEREAS, it is necessary to fill the position immediately until such time as a permanent employee is hired to fill the position; and

WHEREAS, the position is covered by the Union and the provisional appointment will be required to join the Union and pay dues of 1.3% of the hourly rate for the period of time they work in the jurisdiction; and

WHEREAS, all other terms and conditions of the Collective Bargaining Agreement will remain in full force and effect;

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

Section 1. Mayor Guier is hereby authorized to fill the Police Specialist II position temporarily by making a Provisional Appointment.

Section 2. The City Council authorizes the mayor to execute the Letter of Agreement with Teamsters Local Union No. 117, attached as Exhibit A.

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

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON JUNE 22ND, 2015.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Sofia Mabee, City Attorney

LETTER OF AGREEMENT

By and Between

CITY OF PACIFIC
(Public Works and Clerical Employees)

And

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

Re: Police Specialist II

The City and the Union agree to fill the Police Specialist II position with a temporary replacement, in order to allow the City time to recruit and fill the position permanently.

The temporary employee will work from June 29, 2015 and no longer than September 30, 2015, at which time this agreement expires. The employee will be paid at Range 10 Step A of the Collective Bargaining Agreement.

The position is covered by the Union and therefore successful candidates will be required to pay dues which are 1.3% of the hourly rate for the period of time they work in the jurisdiction.

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

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

CITY OF PACIFIC, WA

TEAMSTERS LOCAL UNION
PUBLIC WORKS & NO. 117, IBT
CLERICAL EMPLOYEES

LEANNE GUIER
Mayor

JOHN SCEARCY
Secretary-Treasurer

Date

Date

Agenda Bills

Agenda Item No.	<u>Consent Agenda 10A</u>	Meeting Date:	<u>June 22, 2015</u>
Subject:	<u>Claim Voucher & Payroll Approval</u>	Prepared by:	<u>Richard Gould Finance Director</u>

Summary:

Approval of Payroll for the period of June 1, 2015 through June 15, 2015; Claims Vouchers for June 9, 2015 through June 22, 2015.

Payroll Auto Deposit	\$	63,489.63
Payroll Checks #4884 – 4886		2,771.12
EFT'S		\$35,857.94
Claim Checks 45226 – 45285		<u>\$ 94,322.77</u>
Total Expenditures	\$	<u>\$196,441.46</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

06/09/2015 To: 06/22/2015

Time: 09:13:05 Date: 06/18/2015
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3553	06/22/2015	Claims	1	EFT	WA ST DEPT OF REVENUE	10,019.33	Excise Tax May 2015
3600	06/15/2015	Claims	1	EFT	SAM'S CLUB/GEMB	33.24	POLICE: SUPPLIES (PAID BY PHONE 06/15/15)
3601	06/15/2015	Claims	1	EFT	SAM'S CLUB	97.73	SENIOR: STONE SOUP & SR. CENTER SUPPLIES (PAID BY PHONE 06/15/15)
3626	06/19/2015	Payroll	1	EFT		385.70	
3628	06/19/2015	Payroll	1	EFT		2,476.61	
3629	06/19/2015	Payroll	1	EFT		1,895.88	
3630	06/19/2015	Payroll	1	EFT		4,051.32	
3631	06/19/2015	Payroll	1	EFT		2,179.51	
3633	06/19/2015	Payroll	1	EFT		1,248.49	
3634	06/19/2015	Payroll	1	EFT		2,111.70	
3635	06/19/2015	Payroll	1	EFT		92.08	
3636	06/19/2015	Payroll	1	EFT		3,235.08	
3637	06/19/2015	Payroll	1	EFT		318.14	
3638	06/19/2015	Payroll	1	EFT		1,041.70	
3639	06/19/2015	Payroll	1	EFT		2,572.21	
3640	06/19/2015	Payroll	1	EFT		91.68	
3641	06/19/2015	Payroll	1	EFT		92.08	
3642	06/19/2015	Payroll	1	EFT		2,556.99	
3643	06/19/2015	Payroll	1	EFT		81.68	
3644	06/19/2015	Payroll	1	EFT		150.76	
3645	06/19/2015	Payroll	1	EFT		1,638.05	
3646	06/19/2015	Payroll	1	EFT		1,270.24	
3647	06/19/2015	Payroll	1	EFT		2,823.94	
3648	06/19/2015	Payroll	1	EFT		1,826.50	
3649	06/19/2015	Payroll	1	EFT		650.15	
3650	06/19/2015	Payroll	1	EFT		2,436.29	
3651	06/19/2015	Payroll	1	EFT		2,153.31	
3652	06/19/2015	Payroll	1	EFT		1,345.17	
3653	06/19/2015	Payroll	1	EFT		92.08	
3654	06/19/2015	Payroll	1	EFT		1,706.33	
3655	06/19/2015	Payroll	1	EFT		220.57	
3656	06/19/2015	Payroll	1	EFT		1,739.32	
3657	06/19/2015	Payroll	1	EFT		1,959.77	
3658	06/19/2015	Payroll	1	EFT		1,009.82	
3659	06/19/2015	Payroll	1	EFT		1,442.30	
3660	06/19/2015	Payroll	1	EFT		1,797.14	
3661	06/19/2015	Payroll	1	EFT		1,632.49	
3663	06/19/2015	Payroll	1	EFT		2,223.00	
3664	06/19/2015	Payroll	1	EFT		1,837.84	
3665	06/19/2015	Payroll	1	EFT		1,132.98	
3666	06/19/2015	Payroll	1	EFT		1,551.61	
3667	06/19/2015	Payroll	1	EFT		92.08	
3668	06/19/2015	Payroll	1	EFT		2,215.04	
3669	06/19/2015	Payroll	1	EFT		1,331.13	
3670	06/19/2015	Payroll	1	EFT		1,419.67	
3671	06/19/2015	Payroll	1	EFT		1,361.20	
3673	06/19/2015	Payroll	1	EFT	INTERNAL REVENUE SERVICE	24,853.64	941 Deposit For 06/08/2015 - 06/19/2015
3674	06/19/2015	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	06/19/2015 To 06/19/2015 - DCP - DRS
3675	06/19/2015	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	229.00	06/19/2015 To 06/19/2015 - Child Support

CHECK REGISTER

City Of Pacific
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06/09/2015 To: 06/22/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3627	06/19/2015	Payroll	1	4884		1,371.41	
3632	06/19/2015	Payroll	1	4885		1,353.67	
3662	06/19/2015	Payroll	1	4886		46.04	
3534	06/09/2015	Claims	1	45226	PRINT NW	436.90	POSTAGE FOR MONTHLY NEWSLETTER
3681	06/22/2015	Claims	1	45227	25/7 PROTECTION, INC.	6,382.76	POLICE: VIDEO SECURITY SYSTEM (**EMPG GRANT***)
3682	06/22/2015	Claims	1	45228	AHBL INC	20,438.62	
3683	06/22/2015	Claims	1	45229	CHRIS AKERMAN	7.73	Refund inactive customer credit balance
3684	06/22/2015	Claims	1	45230	ALPINE PRODUCTS INC	1,217.41	
3685	06/22/2015	Claims	1	45231	CITY OF AUBURN	3,881.21	MAY 2015 IT SERVICES
3686	06/22/2015	Claims	1	45232	AUS WEST LOCKBOX	122.01	CITY HALL & POLICE: DOOR MATS
3687	06/22/2015	Claims	1	45233	BFH CONSULTING	210.00	POLICE: MANUAL UPDATE
3688	06/22/2015	Claims	1	45234	BHC CONSULTANTS, LLC	2,752.40	CD: BUILDING CODE & CONSTRUCTION COMPLIANCE SERVICES, 04/25/15 - 05/22/15
3689	06/22/2015	Claims	1	45235	BLUMENTHAL UNIFORMS	476.24	POLICE: DET. NEWTON UNIFORM; POLICE: R. GALE UNIFORM
3690	06/22/2015	Claims	1	45236	JOHN CALKINS	39.71	POLICE: REIMB. FOR ORAL BOARD LUNCH
3691	06/22/2015	Claims	1	45237	CENTURYLINK	95.85	POLICE: LOBBY PHONE
3692	06/22/2015	Claims	1	45238	CENTURYLINK	39.54	
3693	06/22/2015	Claims	1	45239	CITY OF AUBURN	141.72	UTILITIES
3694	06/22/2015	Claims	1	45240	COPIERS NORTHWEST INC	1,588.96	COPY MACHINE LEASES & USAGE
3695	06/22/2015	Claims	1	45241	DATABAR INCORPORATED	2,721.06	MAY 2015 UTILITY BILLING; PW: CONSUMER CONFIDENCE REPORT
3696	06/22/2015	Claims	1	45242	ENVIRO-CLEAN EQUIPMENT, INC.	357.46	PW: VACTOR TRUCK
3697	06/22/2015	Claims	1	45243	FERGUSON ENTERPRISES, INC.	1,556.00	PW: REPAIR BANDS & PIPES
3698	06/22/2015	Claims	1	45244	FINISH LINE CLEANING	3,020.00	CITY HALL, REC CENTER, SR. CENTER & POLICE: JANITORIAL SERVICES
3699	06/22/2015	Claims	1	45245	FORMSOURCE INC	163.16	COURT: RECALL CARDS
3700	06/22/2015	Claims	1	45246	GOSNEY AUTO PARTS, INC.	11.16	PW: WINDOW HANDLE FOR SERVICE TRUCK
3701	06/22/2015	Claims	1	45247	GRAINGER	481.26	PARKS: TRASH BAGS
3702	06/22/2015	Claims	1	45248	HH BAUER & ASSOC.	68.28	POLICE: PELICAN LIGHT BATTERY
3703	06/22/2015	Claims	1	45249	HONEY BUCKET	477.00	PW: HONEY BUCKET RENTALS
3704	06/22/2015	Claims	1	45250	KC DOT ROAD SRVC DIV	663.34	
3705	06/22/2015	Claims	1	45251	KC FINANCE I-NET	375.00	MONTHLY INET SERVICES
3706	06/22/2015	Claims	1	45252	ELENA KERRIGAN	350.00	COURT: INTERPRETER SERVICES
3707	06/22/2015	Claims	1	45253	KING COUNTY DIRECTORS' ASSOC	79.43	POLICE: SUPPLIES
3708	06/22/2015	Claims	1	45254	LES SCHWAB TIRE CENTER	73.74	PW: VEHICLE MAINTENANCE
3709	06/22/2015	Claims	1	45255	LEXISNEXIS	93.54	POLICE: MAY 2015 CONTRACT FEE
3710	06/22/2015	Claims	1	45256	MCLENDON HARDWARE	221.21	CITY HALL: DISPLAY CASE LIGHT BULBS; PW

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City Of Pacific
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3711	06/22/2015	Claims	1	45257	MOTION & FLOW CONTROL PRODUCTS, INC.	236.12	PW
3712	06/22/2015	Claims	1	45258	MOUNTAIN MIST	120.93	BOTTLED WATER
3713	06/22/2015	Claims	1	45259	NATIONAL SAFETY INC	70.63	PW: FIELD SUPPLIES
3714	06/22/2015	Claims	1	45260	O'REILLY AUTOMOTIVE, INC.	201.12	PW: VEHICLE MAINTENANCE
3715	06/22/2015	Claims	1	45261	OLYMPIC ENVIRONMENTAL RESOURCE	3,233.00	DOE GRANT - 2015 PACIFIC RECYCLING PROGRAM IMPLEMENTATION
3716	06/22/2015	Claims	1	45262	PACIFIC OFFICE AUTOMATION	1,060.41	POLICE: COPY MACHINE LEASE; POLICE: COPY MACHINE LEASE & USAGE
3717	06/22/2015	Claims	1	45263	CITY OF PACIFIC	552.35	MAY 2015 UTILITIES
3718	06/22/2015	Claims	1	45264	PETROCARD SYSTEMS INC	2,156.21	FUEL SERVICES (INV C945297, 06/15/15)
3719	06/22/2015	Claims	1	45265	PUGET SOUND ENERGY	75.65	
3720	06/22/2015	Claims	1	45266	QUILL CORPORATION	82.09	POLICE: COMMUNITY OUTREACH BARS
3721	06/22/2015	Claims	1	45267	ROBINSON NOBLE, INC	234.00	PROJECT: 8TH & VALENTINE GW INVEST/MONITORING (SENIOR PROJECT ENVIRONMENTAL SCIENTIST)
3722	06/22/2015	Claims	1	45268	RIGOBERTO & GUADALUPE SANCHEZ	10.00	Refund inactive customer credit balance
3723	06/22/2015	Claims	1	45269	STEPHANIE SUE SHOOK	84.90	POLICE: BIKE RODEO SUPPLIES
3724	06/22/2015	Claims	1	45270	THOMAS & LYSSA SMITH	89.79	Refund inactive customer credit balance
3725	06/22/2015	Claims	1	45271	STAPLES BUSINESS ADVANTAGE	860.19	
3726	06/22/2015	Claims	1	45272	CITY OF SUMNER	1,849.79	JUNE 2015 METROL ANIMAL SERVICES
3727	06/22/2015	Claims	1	45273	TRANSPO GROUP	5,257.50	PW: FRONTAGE ROAD SPEED STUDY
3728	06/22/2015	Claims	1	45274	UNIVAR USA INC	8,705.53	PW: CAUSTIC SODA
3729	06/22/2015	Claims	1	45275	US BANK N.A. - CUSTODY TREASURY DIV.	28.00	MAY 2015 CUSTODY CHARGES
3730	06/22/2015	Claims	1	45276	USAMOBILITY	50.40	PW: PAGER
3731	06/22/2015	Claims	1	45277	UTILITIES UNDERGROUND LOCATE	65.79	PW: MAY 2015 EVACUATION NOTIFICATIONS (51)
3732	06/22/2015	Claims	1	45278	VALLEY COMMUNICATIONS	16,727.48	POLICE: MAY 2015 911 CALLS (411.5)
3733	06/22/2015	Claims	1	45279	VERIZON WIRELESS	932.23	INV. #9746385304, 05/26/15; POLICE: CELL PHONE
3734	06/22/2015	Claims	1	45280	WA ST CRIMINAL JUSTICE TRAINING CENTER	50.00	POLICE: J. HONG TRAINING
3735	06/22/2015	Claims	1	45281	WASHINGTON STATE PATROL	44.25	POLICE: MAY 2015 BACKGROUND CHECKS
3736	06/22/2015	Claims	1	45282	WASHINGTON TRACTOR	1,723.54	PW
3737	06/22/2015	Claims	1	45283	WATER MANAGEMENT LAB INC	437.00	PW: COLIFORM; PW: VOLATILE ORGANIC COMPOUNDS

CHECK REGISTER

City Of Pacific
MCAG #: 0423

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3738	06/22/2015	Claims	1	45284	WORKPOINTE	717.17	POLICE: CASE FILE FOLDER LABELS
3741	06/22/2015	Claims	1	45285	NONNA TARASENKO	124.00	POLICE: TRAFFIC SCHOOL REFUND
						108,703.52	
001 General Fund						6,382.76	
098 General Fund Equipment Reserve						12,283.42	
101 Street						20,438.62	
301 Roads Capital Improvements						33.58	
305 Parks Capital Improvement						234.00	
308 Valentine Road Project						28,366.06	
401 Water						15,824.05	
402 Sewer						3,233.00	
403 Garbage						10,725.51	
409 Storm						-9,783.06	
800 Payroll EE Benefit Clearing						<u> </u>	
						196,441.46	Claims: 104,473.07 Payroll: 91,968.39
* 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: _____



City Council Minutes

Workshop
Monday, May 18, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Absent: Council Members Garberding and Oliveira

STAFF PRESENT

Public Works Manager Lance Newkirk, Community Development Manager Jack Dodge, Assistant Director Community Services Darcie Thach, Assistant City Attorney Jim Kelly, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

City Administrator Gould requested an item be added at the end of the agenda for discussion of Stewart Road UPRR Railroad Crossing. It was added as Agenda Item F.

The amended agenda was approved unanimously by Council.

AGENDA ITEMS

A. Discussion: Solid Waste Request for Proposal

Laura Moser, Waste Management, presented their proposal to City Council and answered questions.

Mark Gingerich, DM Disposal, presented their proposal to City Council and answered Council questions.

After further discussion of the requests for proposal, Council President Walker recessed the workshop at 7:04 p.m.

At 7:29 p.m., Council President Walker called the workshop back to order.

(Council President Walker moved Item F to this point in the agenda to be considered while the City Attorney is present.)

F. Discussion: Stewart Road UPRR Railroad Crossing

Mr. Newkirk advised City Council this item needs to move forward to keep the project on track. This is a big project and the City of Pacific is competing in a county-wide pool.

This piece is necessary for UPRR to do preliminary engineering. This item was not budgeted for this year but operational funding can be shifted from street capital funds.

Direction by consensus of Council: Move forward to the meeting on May 26, 2015.

B. Discussion: Resolution No. 2015-253: Authorizing the Mayor to sign a letter of agreement with Teamsters Union Local 117 for employment of a summer youth lunch worker.

Assistant Director Community Services Darcie Thach explained that the position will be no more than 20 hours per week, and shall last no longer than 2 months. The position will be active from June 22, 2105, to August 21, 2015. Gross hourly rate is \$12.00 per hour.

Direction by consensus of Council: Move forward to the meeting on May 26, 2015, and place on the consent agenda.

C. Discussion: Resolution No. 2015-254: Waiver of fees for use of City Park by Terry Home for the Terry Home Show and Shine Car Show.

Public Works Manager Newkirk advised that Terry Home has requested a waiver of fees for use of City Park for their annual car show.

Direction by consensus of Council: Move forward to the meeting on May 26, 2015, and place on the consent agenda.

D. Discussion: Resolution No. 2015-257: Authorizing application for King County Flood District Flood Reduction Fund for Financial assistance to video inspect, clean, and repair storm drainage.

Mr. Newkirk advised this is a replacement grant submittal request as the City of Pacific didn't qualify for the previously selected grant. This grant will be to video inspect, clean, and repair storm drainage.

Direction by consensus of Council: Move forward to the meeting on May 26, 2015.

E. Discussion: Resolution No. 2015-256: Setting a Public Hearing date for revisions to the Comprehensive Plan, Chapter 3 – Natural Environment Element and to Chapter 8 – Transportation.

Community Development Manager Jack Dodge advised this hearing is a requirement to receive public input of the proposed revisions to the Comprehensive Plan.

Direction by consensus of Council: Move forward to the meeting on May 26, 2015, and place on the consent agenda.

F. Stewart Road UPRR Railroad Crossing

This item was heard earlier in the meeting.

ADJOURN

Council President Walker adjourned the workshop at 7:49 p.m.

Amy Stevenson-Ness, City Clerk

DRAFT



Special Meeting
Monday, May 18, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the special meeting to order at 7:10 p.m.

ROLL CALL

Present: Council Members, Jones, Kave, Steiger, Council President Walker
Mayor Pro Tem Putnam, and Mayor Guier

Absent: Council Member Garberding and Oliveira

COUNCIL MEMBER STEIGER MOVED to excuse Council Members Garberding and Oliveira. Seconded by Council Member Putnam. The vote was taken and the motion carried 5-0.

STAFF PRESENT

Public Works Manager Lance Newkirk, Community Development Manager Jack Dodge, Assistant Director Community Services Darcie Thach, City Attorney Jim Kelly, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ACTION ITEM:

A. Selection of Vendor for Solid Waste Services

City Administrator Richard Gould provided a brief introduction to the item.

Mr. Mark Gingrich, DM Disposal answered questions posed by Council.

COUNCIL MEMBER KAVE MOVED to enter into negotiations with Waste Management for the next solid waste contract. Seconded by Council Member Steiger.

Speaking before Council:

Jeanne Fancher	Costs associated with the solid waste contract
----------------	--

Roll Call vote was taken resulting as follows:

Ayes: Jones, Kave, Putnam, Steiger

Nays: Walker

Absent: Garberding and Oliveira

The motion carried 4-1.

ADJOURN

Mayor Guier adjourned the meeting at 7:29 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Regular Meeting
May 26, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Council Members Garberding, Jones, Kave, Oliveira, Steiger, Council President Walker, Mayor Pro Tem Putnam, and Mayor Guier

Absent: Council Member

STAFF PRESENT

Sgt. Michel Boss, Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

AUDIENCE COMMENT

NONE

REPORTS

A. Mayor

Mayor Guier reported:

- Striping machine has been purchased and crew has been practicing on parking lots.
- The newsletter will be sent to the printer this week
- Taco Tuesday fundraiser raised money to purchase 4 computers for the computer lab at \$55/each
- Veterans Fair at the Tacoma Dome will be held on Saturday, May 30.

B. Finance/City Administrator

City Administrator Gould reported:

- Uniformed negotiations have been delayed until June 29. He will keep Council up to date on the proceedings.
- Negotiating team for PW/Clerical Union is preparing a response to the initial offer. It will be discussed in executive session on June 8.
- REVIZE will be presenting their website update information at the Technology Committee meeting at 5:30.
- He is working with two additional vendors regarding the sound system to ensure the proposals are competitive.
- 2014 Annual report completed and sent to State last week

C. Court

No Report

D. Community/Senior/Youth/Services

- A report was provided in the packet.

E. Public Works Department

Public Works Manager Lance Newkirk reported:

- The paint sprayer and equipment has been purchased. The initial effort is parking lots then they will do crosswalks and stop bars.
- WSDOT awarded the city \$142,000 to use for the Interurban trail between Valentine and 167.

F. Community Development Department

Community Development Manager Jack Dodge reported:

- Building Inspector/Code Enforcement Officer has been tentatively selected. He has received very favorable references on the candidate.
- He has sent out a code violation letter to Downtown Cannabis Company and complaint letter to City Clerk.
- He is sending the freeway signs item to the Governance Committee for discussion.

G. Public Safety Department

No Report

H. City Council Members

Council Member Oliveira requested assistance with getting the hotel motel tax committee up and running. She has many questions about the process. Council

Member Walker stated this item should be added to the workshop agenda for June 15.

Council Member Walker requested a discussion of the Council goals and objectives from the Council retreat be added as an item for the June 1 workshop.

I. Boards and Committees

i. Finance Committee

Council Member Kave said they will be meeting on the third Tuesday on June 16.

ii. Governance Committee

Council Member Oliveira stated a meeting will be held on June 2, 2015, at 6:30 p.m.

iii. Human Services Committee

Reschedule to end of June per Mayor

iv. Public Safety Committee

Council Member Garberding reported the meeting will be rescheduled to June 9.

v. Public Works Committee

Council Member Jones reported a meeting will be held on June 3

vi. Technology Committee

Council Member Walker reported the committee will meet on May 28.

vii. Park Board

- No report

viii. Planning Commission

Mr. Dodge reported:

- They will be discussing sign code revisions for the freeway sign district
- He will be sending a postcard to go to all affected by freeway sign code;
- He will include updated definitions to clarify language regarding legally non conforming signs;

ix. Pierce County Regional Council (PCRC)

Mr. Newkirk stated the next meeting is June 4.

x. Sound Cities Association (SCA)

Mayor Guier reported the meeting was on May 13. Highlights of meeting included: strategic plan regarding ending homelessness; review and approve structure of the committee; SCA wants regional collaboration and is hoping member cities would change their policies; as well as the Best Starts for Kids levy

xi. South County Area Transportation Board (SCATBd)

Mr. Newkirk reported they met on May 21. There was a presentation from King County Metro regarding the south county service area. PSRC reported traffic information regarding commuting.

xii. Valley Regional Fire Association (VRFA)

Council Member Jones reported the meeting was on May 12. An agreement with Kent Fire Department to rent a bay for vehicle repairs was passed.

An Interlocal Agreement with HGAC was signed.

OLD BUSINESS

A. Resolution No. 2015-257: Authorizing application for King County Flood District Flood Reduction Fund for Financial assistance to video inspect, clean, and repair storm drainage.

Mr. Newkirk presented the item to Council briefly explaining the purpose of the proposed grant.

COUNCIL MEMBER PUTNAM MOVED to approve Resolution No. 2015-257. Seconded by Council Member Jones.

Roll call vote was taken resulting as follows:

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

NEW BUSINESS

A. Resolution No. 2015-255: Authorizing the execution of an agreement, in the amount of \$24,000, for preliminary engineering services with Union Pacific Rail Road for the Stewart Road Union Pacific Railroad crossing.

Mr. Newkirk stated the funding allows the City of Pacific to ensure the railroad will work with the roadway in the future.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2015-255 authorizing the execution of an agreement, in the amount of \$24,000, for preliminary engineering services with Union Pacific Rail Road for the Stewart Road Union Pacific Railroad crossing. Seconded by Council Member Putnam.

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

B. Discussion regarding newsletter

Mayor Guier discussed the final draft of the City of Pacific's quarterly newsletter. Suggestions regarding changes to the newsletter were discussed.

CONSENT AGENDA

A. Payroll and Voucher Approval

B. Minutes for the meeting of May 11, 2015.

C. Resolution No. 2015-253, authorizing the Mayor to execute a Letter of Agreement with Teamsters Union, Local 117, for part time summer employment opportunity for the Summer Youth Lunch Program.

- D. Resolution No. 2015-254, approving the waiver of fees for the use of City Park for the Terry Home Show and Shine Car Show on August 15.
- E. Resolution No. 2015-256, setting a Public Hearing on June 8, 2015 at approximately 6:30 p.m. for revisions to the Comprehensive Plan, Chapter 3 – Natural Environment Element and to Chapter 8 – Transportation.

COUNCIL MEMBER JONES MOVED to approve the Consent Agenda.
Seconded by Council Member Kave.

Ayes: Garberding, Jones, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 7-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 7:28 p.m.

Amy Stevenson-Ness, City Clerk