



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

**July 27, 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. RECOGNITION: Pacific Partnerships for Pacific Days**
- 5. PUBLIC HEARINGS**

- (03) A. Proposed Solid Waste Contract with Waste Management**
- (04) B. Comprehensive Plan Amendments continued from June 22, 2015.**

**6. 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.)

**7. REPORTS**

- (06) 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**

- (07) **A. Resolution No. 2015-276:** Authorizing the execution of an agreement with Infrastructure Management Services (IMS), in the amount of \$37,895.00, for pavement management inspection, condition rating and reporting services.
- (23) **B.** Setting the date for a City Council Budget Workshop on August 31, 2015 at 6:30 p.m.

**9. NEW BUSINESS**

**10. CONSENT AGENDA**

- (24) **A.** Payroll and Voucher Approval
- (29) **B.** Minutes of the workshop of July 6, 2015, the special meeting of July 6, 2015, and the meeting of June 8, 2015.

**11. EXECUTIVE SESSION:** For Collective Bargaining per RCW 42.30.140 (4)(a) for 10 minutes (Public Works/Clerical Union)

**12. ADJOURN**

Finance Committee Garberding, Kave, Walker Meets: 3 <sup>rd</sup> Tuesdays	August 18, 2015 6:30 p.m.	City Hall
Governance Committee Kave, Oliveira, Putnam Meets: 1 <sup>st</sup> Tuesday	August 4, 2015 6:30 p.m.	City Hall
Human Services Committee Garberding, Oliveira, Steiger Meets: 4 <sup>th</sup> Tuesday	July 28, 2015 6:30 p.m.	Senior Center
Park Board Meets: 3 <sup>rd</sup> Tuesday	August 18, 2015 6:30 p.m.	City Hall
Planning Commission Meets: 4 <sup>th</sup> Tuesday	July 28, 2015 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger Meets: 2 <sup>nd</sup> Wednesday	July 28, 2015 6:30 p.m.	City Hall
Public Works Committee Jones, Putnam, Steiger Meets: 1 <sup>st</sup> Wednesday	August 5, 2015 7:00 p.m.	City Hall
Technology Committee Jones, Oliveira, Walker Meets: 3 <sup>rd</sup> Thursday	August 20, 2015 5:00 p.m.	City Hall

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

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

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



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

## AGENDA ITEM NO. 5A



## AGENDA BILL NO. 15-077

**TO:** Mayor Guier and City Council Members  
**FROM:** Richard Gould, City Administrator  
**MEETING DATE:** July 27, 2015  
**SUBJECT:** Public Hearing for Solid Waste Services Contract

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**ATTACHMENTS:**

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**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 second public hearing has been scheduled to receive public input on the proposed contract, pursuant to RCW 35.21.156(6) on Monday, July 27, 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.”



**TO:** Mayor/City Council

**FROM:** Jack Dodge, Community Development Manager

**MEETING DATE:** July 27, 2015

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

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**ATTACHMENTS:** None

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**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, 6/22/15

**Summary:**

Background

*PSRC (Puget Sound Regional Council) Comments*

Based on PSRC comments on the Comprehensive Plan amendments, the City Council continued the public hearing regarding the proposed Comprehensive Plan changes to the July 27, 2015 Council meeting for possible adoption. Since the June 22, 2015 meeting, PSRC has also indicated that the Growth Management Board will not consider granting Pacific and Sumner MIC status (Manufacturing/Industrial Center) until the City's Comprehensive Plan is updated. Obtaining MIC status would enable the City to be eligible for additional transportation/road improvement fund programs and economic development funds.

*Department of Commerce*

The City has received additional comments from the Department of Commerce (Commerce) regarding the overall Comprehensive Plan. Commerce has indicated that based on the Growth Management Act (GMA), the City's Comprehensive Plan is not compliant with the GMA. Under the Revised Code of Washington (RCW) 36.70A.130 (5)(a), cities in King County were required to update their Comprehensive Plans (and implementing regulations) by June 30, 2015 to maintain compliance with the GMA. Key elements of the City's Comprehensive Plan have not been updated and are noncompliant. These are the Land Use, Housing, Utilities, and Capital Facility Elements of the Plan. For example, the Utility and Capital Facility Elements have not been updated since 2009 and use outdated information. The Housing Element uses 2000 Census data. The City's "Buildable Lands" data has not been updated. This data is necessary to update the Land Use Element.

A noncompliant Comprehensive Plan can have financial impacts on the City's budget. A City with a noncompliant Comprehensive Plan cannot apply for grants or loans from the following State funds:

- The Public Works Trust Fund
- The Centennial Clean Water Fund
- The Drinking Water State Revolving Fund
- The Hazard Mitigation Grant Program

In the past the City has been reliant on the above programs for project funding. Staff is assessing the needed changes to the applicable elements of the Comprehensive Plan. Once the assessment is done, a draft schedule to amend the applicable elements will be prepared.

**Recommended Action:**

Staff recommends that action on the proposed Comprehensive Plan amendments be postponed until the November 9<sup>th</sup> or 23<sup>rd</sup> 2015 Council meeting. This will allow time for staff to determine if additional Comprehensive Plan elements can be updated as part of 2015 Comprehensive Plan adoption cycle. Under the GMA, a City's Comprehensive Plan may only be updated one (1) time per year (except under limited circumstances). If the Council adopts the proposed Comprehensive Plan changes now before them, potential additional changes will have to wait for the 2016 Comprehensive Plan update schedule.

**Recommended Motion:**

I move that the City Council continue the public hearing regarding the proposed revisions to the Comprehensive Plan, Chapter 3 – Natural Environment and Chapter 8 – Transportation to the November \_\_\_\_, 2015 regular Council meeting.

## Community Services Report

The Senior/Youth Pancake Breakfast Fundraiser was this past weekend. We raised \$199.00. A special thanks to all who donated and helped out with this event.

Summer program is going well. We are averaging 40-60 kids per day for the free lunch program. Zach is doing an amazing job and has been busy providing activities for participants every day. Bingo for dollar store prizes has been a big hit for kids and parents so far this summer. We play every Tuesday. Thirty-eight people stayed and played this past week.

Taco Tuesday is booming; up to 10lbs of beef again! The community and staff seem to appreciate this service.

We are doing movie day on Thursdays. Other activities this month include rock painting, scavenger hunt, and beading, ice cream social and plastic melted butterflies. The kids are also enjoying board games, dodge ball, story time with K.C.L.S. and just having fun being kids. This next week we will be doing lanyard key chains, Lego building, minute to win it games, obstacle course, and tissue art projects. The following Monday July 27<sup>th</sup> @ 1:00 PM is the Knights of Veritas program sponsored by K.C.L.S. hosted by the City of Pacific. The new computers are being used by adults and students 12 and older this summer. Lots of activity over here: summer programs, jam sessions, food drops, rentals etc... Please join us for your favorite activity or drop in just to say hi.

I hope to have a more detailed report to you all soon

The Senior Center is starting a Quilting group on Thursday at 2:00. Touch of Home is still on Tuesdays at 10am. Our regular matinee is Friday at 2:00pm; the movie is usually an oldie but a goody. If you know of someone who needs Meals on Wheels, please contact the Senior Center. Our senior bus runs Monday through Friday picking up seniors. We offer bus trips to local stores and seasonal events. The community is always welcome to the Senior Center. On Fridays we have free bread that is donated by Safeway.

Please come join the fun!!

Respectfully Submitted,

JoAnne Futch

Darcie Thach



**Agenda Bill No. 15-105**

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** July 27, 2015  
**SUBJECT:** Pavement Management Inspection, Condition Rating and Reporting Services

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**ATTACHMENTS:**

- Resolution 2015 – 276
- Professional Services Contract Form

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

**Summary:** The City desires to develop a multi-year pavement management program for street maintenance and improvements. In order to accomplish this tasking a current pavement condition rating is required. The proposed pavement condition rating survey will provide the City with a compilation of precise and accurate numerical values, or “grades,” for every public road section. This collected information will be analyzed and compiled into an overall street condition report that will provide the City with:

- An inventory of all roadway surfaces owned and maintained by the City.
- Current pavement conditions for all public streets and a list of the locations requiring maintenance, rehabilitation or reconstruction.
- A recommended maintenance and repair plan based on cost-effectiveness.
- Anticipated annual pavement maintenance costs to include in the City’s Capital Improvement Plan.

Staff solicited Requests for Proposals (RFP) on June 9, 2015. The only firm to provide a response to the City’s request was IMS Infrastructure Management Services (IMS). IMS has a long history of successful completion of pavement condition rating studies for municipalities in Washington State including Bainbridge Island, Bellevue, Monroe, SeaTac and Tacoma.

IMS’s proposal was discussed with the Public Works Committee (PWC) on July 1, 2015 and City Council at the July 20, 2015 workshop. Council recommended approval of IMS’s base-line pavement condition rating (\$29,975.00) and the Optional Sign and Support Database for (\$8,580), but forgoing a Final Council Presentation (\$3,000.00) of the project results and recommendations. Adding the Sign and Support Database also incurs an additional fee (\$2,340.00) for GPS and Camera configuration to capture and report the other data attributes bringing the total cost of these services to \$37,895.00.

## **AGENDA ITEM NO.8A**

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2015-276 for a Pavement Management Inspection, Condition Rating and Reporting Services with Infrastructure Management Systems.

**Motion for Consideration:** Move to approve Resolution No. 2015-276, FOR A PAVEMENT MANAGEMENT INSPECTION, CONDITION RATING, AND REPORTING SERVICES AND AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH IMS INFRASTRUCTURE MANAGEMENT SYSTEMS FOR SAID SERVICES IN THE AMOUNT OF \$37,895.00.

**Budget Impact:** \$37,895.00

**Alternatives:** Do not authorize the professional services contract and continue to select streets for maintenance preservation treatments and/or reconstruction without the benefit of a systematic street improvement plan.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2015 - 276**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, FOR A PAVEMENT MANAGEMENT INSPECTION, CONDITION RATING, AND REPORTING SERVICES AND AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH IMS INFRASTRUCTURE MANAGEMENT SYSTEMS FOR SAID SERVICES IN THE AMOUNT OF \$37,895.00.**

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**WHEREAS**, the City of Pacific advertised for Requests for Proposals for Pavement Management Inspection, Condition Rating and Reporting Services on June 9, 2015; and

**WHEREAS**, the City received a proposal from IMS Infrastructure Management Services (IMS), dated June 23, 2015, to conduct a Pavement Management Inspection, Condition Rating and Reporting Services study; and

**WHEREAS**, IMS has provided a scope of work and fee for the project; and

**WHEREAS**, the City has reviewed the submitted proposal and has determined that it is in the best interest to enter into an agreement with IMS in an amount not to exceed \$37,895.00.

**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 for Pavement Management Inspection, Condition Rating and Reporting Services in the amount of \$37,895.00.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF July, 2015.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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JAMES KELLY, ASSISTANT CITY ATTORNEY

## CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 27 day of July, 2015, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the "CITY")  
100 – 3<sup>rd</sup> Avenue S.E.  
Pacific, Washington 98047  
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and IMS Infrastructure Management Services, L.L.C. a limited liability company organized under the laws of the State of Arizona, doing business at:

IMS Infrastructure Management Services, L.L.C (hereinafter the "CONSULTANT")  
1820 West Drake Drive, Suite 108  
Tempe, AZ 85283  
Contact: Jim Tourek Phone: 480.839.4347 Fax: 480.839.4348

for professional services in connection with the following Project:

Pavement Management Inspection, Condition Rating and Reporting Services

### TERMS AND CONDITIONS

#### 1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "B." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

#### 2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "B." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on July 29, 2015, ("Commencement Date") and shall terminate on December 31, 2015 unless extended or terminated in writing as provided herein.

**4. Compensation.**

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$37,895.00 without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "\_\_\_\_\_."
- OTHER. \_\_\_\_\_

**5. Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

**6. Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory

completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## 8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be

deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

**13. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant'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. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**14. Assigning or Subcontracting.** Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier  
Mayor  
100 – 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047

Phone: 253-929-1100  
Fax: 253-939-6026

IMS Infrastructure Management Services  
Attn: Stephen J. Smith  
1820 West Drake Drive, Suite 108  
Tempe, AZ 85283

Phone: 480.839.4347  
Fax: 480.839.4348

## 16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

## 17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of

the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Leanne Guier  
Mayor

By:   
Name: Stephen J. Smith

Date: \_\_\_\_\_

Title: Member/Manager

Date: July 22, 2015

Attest:

By: \_\_\_\_\_  
Amy Stevenson-Ness  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
James Kelly  
Assistant City Attorney

# Exhibit A: Cost Schedule



IMS Infrastructure Management Services  
 1820 W. Drake Dr. Suite 108. Tempe, AZ 85283  
 Phone: (480) 839-4347 Fax: (480) 839-4348  
 www.ims-rst.com

**To:** Lance Newkirk, Public Works Manager  
**From:** Jim Tourek, Manager of Client Services  
**Subject:** Cost Schedule Document

**Date:** July 22, 2015  
**Project:** City of Pacific, WA  
**Project No:** TBD

Defined below is the anticipated scope of services for the City of Pacific **2015 Pavement Management Inspection, Condition Rating and Reporting Services** project. Each task and description listed below can also be found in the project Scope of Work document (Exhibit B). The cost schedule document defines the task and associated costs.

## DETAILED PROJECT BUDGET:

### Pacific WA - 2015 Base Scope of Services

Task	Activity	Quant	Units	Unit Rate	Total
<b>Project Initiation</b>					
1	Project Initiation	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	78	T-Mi	\$25.00	\$1,950.00
<b>Field Surveys</b>					
3	Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
4	RST Field Data Collection	78	T-Mi	\$110.00	\$8,580.00
<b>Data Management</b>					
5	Data QA/QC, Processing, & Formatting	78	T-Mi	\$20.00	\$1,560.00
6	Excel Spreadsheet, KML & geodatabase (no software)			Included in Base Activities	
6a	Interactive Spreadsheet Pavement Cost Benefit Analysis			Included in Base Activities	
6b	Online Interactive Spreadsheet Training			Included in Base Activities	
7	Pavement Analysis and Report	1	LS	\$7,000.00	\$7,000.00
8	Project Management	1	LS	\$1,885.00	\$1,885.00
9	Interactive Spreadsheet - Annual Maintenance Fee	1	LS	\$0.00	\$0.00
10	Right of Way Assets Data Collection (GPS & Camera Configuration)	78	T-Mi	\$30.00	\$2,340.00
11	Sign & Support Database Development	78	T-Mi	\$110.00	\$8,580.00

<b>Project Sub-Total:</b>	<b>\$37,895.00</b>
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### Optional Service Items and Activities

12	Final Council Presentation	1	LS	\$3,000.00	\$3,000.00
12b	Sidewalk Database Development	78	T-Mi	\$50.00	\$3,900.00
12c	Sidewalk Obstruction Survey for ADA Compliance	78	T-Mi	\$55.00	\$4,290.00
12d	ADA Ramp & Compliance Survey	78	T-Mi	\$70.00	\$5,460.00
12e	Curb & Gutter Database Development	78	T-Mi	\$60.00	\$4,680.00
13	Sign Nighttime Retro-reflectivity Survey	78	T-Mi	Pricing Available Upon Request	
14	Collection of Digital Images @ 25 Foot Intervals (Per View)	78	T-Mi	\$17.50	\$1,365.00
15	Dynalect Mobilization	1	LS	\$3,000.00	\$3,000.00
15a	Deflection Testing: 2-pass Arterials & Collectors only	58	T-Mi	\$134.00	\$7,772.00
15b	Traffic Control/Deflection Testing (City to provide; IMS Est. 24 Hrs.)	0	HR	\$108.00	\$0.00

# Exhibit B: Scope of Work



IMS Infrastructure Management Services  
 1820 W. Drake Dr. Suite 108. Tempe, AZ 85283  
 Phone: (480) 839-4347 Fax: (480) 839-4348  
 www.ims-rst.com

**To:** Lance Newkirk, Public Works Manager  
**From:** Jim Tourek, Manager of Client Services  
**Subject:** Scope of Work Document

**Date:** July 22, 2015  
**Project:** City of Pacific, WA  
**Project No:** TBD

Defined below is the anticipated scope of services for the City of Pacific **2015 Pavement Management Inspection, Condition Rating and Reporting Services** project. Each task and description listed below can also be found in the project Cost Schedule (Exhibit A). The scope of work document defines the task, associated activities and project deliverables.

## DETAILED PROJECT SCOPE:

Task	Description	Activities	Deliverables
<b>Base Project Activities:</b>			
1.	Project Initiation	<ul style="list-style-type: none"> <li>Introduction of the project team, roles and relationships. Confirm goals and objectives.</li> <li>Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation.</li> <li>Conduct an introductory information seminar with key project participants.</li> <li>Review existing PMP data, level of implementation, current configuration, and user skill set.</li> <li>Develop and submit quality assurance plan, review and edit the document accordingly.</li> <li>Identify and confirm existing database quality.</li> <li>Confirm preferred delivery methodology for City of Pacific and deliverable format.</li> <li>Confirm roadways to be surveyed, as well as referencing, length and directional issues.</li> <li>Work with City staff so they are comfortable with the overall project and data collection.</li> </ul>	Technical memo detailing scope of work, budget and deliverables.
2.	Network Referencing & GIS Linkage	<ul style="list-style-type: none"> <li>Complete a brief review of the City's current GIS environment and assess suitability for pavement management purposes.</li> <li>Using the City's existing GIS centerline topology, update existing street inventory and create a fixed link between the inventory and GIS using a unique identifier.</li> <li>Include street number and block order in referencing.</li> <li>Harmonize street names between GIS and City's roadway inventory (If any - note: GIS wins any differences).</li> <li>Link each segment to its parent GIS section.</li> <li>Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc. If not available, devise plan to obtain them.</li> <li>Create survey maps for use by the RST and client review.</li> </ul>	Survey maps and inventory for use on the project.

3.	Mobilization/ Calibration	<ul style="list-style-type: none"> <li>• Mobilize surface distress, roughness, and rutting testing equipment to project.</li> <li>• Crew to review the survey maps with the City.</li> <li>• Demonstrate the equipment to the City.</li> <li>• Calibrate equipment.</li> </ul>	Equipment calibration results
4.	Pavement Condition Field Data Collection w/Laser RST	<ul style="list-style-type: none"> <li>• Collect ASTM D-6433 distresses and attributes at 100-foot intervals on a block by block basis. IMS will survey approximately 17.5 centerline miles of arterials &amp; 11.3 CL of collectors (2-pass tested) and 20.7 centerline miles of residential roadways (1-pass) for a survey total of 78 test miles.</li> <li>• Expansion of distresses to include longitudinal, transverse, alligator, and block cracking, raveling, bleeding, patches/potholes, rutting, roughness, and distortions.</li> <li>• Laser based RST will incorporate the use of 11 lasers and rate gyroscopes, digital images, touch screen event board, and GPS acquisition.</li> <li>• Dual wheel path testing collecting International Roughness Index (IRI) data at no additional charge.</li> </ul>	Complete two passes on major roadways. Approximately 78 test miles.
5.	Data QA/QC, Processing, & Format	<ul style="list-style-type: none"> <li>• For each data stream (surface distress, roughness, GPS), aggregate &amp; process the data at segment level.</li> <li>• Develop individual index scores for surface distress and roughness as appropriate.</li> <li>• Develop a pavement condition score for each section.</li> <li>• Process the same data to the segment level.</li> <li>• Shape files of the processed data.</li> <li>• Develop exceptions report for lengths that do not match GIS.</li> <li>• Complete QA of data.</li> </ul>	Excel spreadsheet of the 100 foot, sectional data, and index values containing all assigned GIS ID's. Shape files of the condition data at the 100 foot and segment levels.
6.	Interactive Excel Spreadsheet	<ul style="list-style-type: none"> <li>• The spreadsheet has the ability to prioritize and optimize the multi-year plan.</li> <li>• It will be programmed to develop a multi-year maintenance and rehabilitation plan using "cost of deferral".</li> <li>• It will also have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating.</li> <li>• The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly.</li> </ul>	Excel spreadsheet with "Hot" cells (highlighted in yellow) that City can use to generate differing budget scenarios.
7.	Pavement Analysis & Report	<p>Following the field surveys and data processing, complete the following analysis:</p> <ul style="list-style-type: none"> <li>• Present status and PCI report in Excel format c/w PCI charts and backlog.</li> <li>• Develop analysis operating parameters and performance curves.</li> <li>• Develop prioritization, critical set points, and begin running analysis routines.</li> <li>• Present budget scenarios and results of analysis to City staff.</li> <li>• Summarize the analysis in a draft report for City review.</li> <li>• Make modifications to draft reports based on client review.</li> <li>• Finalize report and supply electronic files in Excel, PDF, KMZ, and shape file format.</li> <li>• Deliver condition data, analysis results, prioritized 5-year plan, and analysis operating parameters in an interactive Excel Spreadsheet. Excel will be supplemented with an appropriate GIS geodatabase.</li> </ul>	Draft analysis: Up to 5 models/ budget analysis options will be completed.

City of Pacific

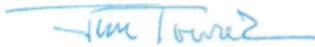
Scope of Work – 2015 Pavement Management Inspection, Condition Rating and Reporting Services

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	<ul style="list-style-type: none"><li>• Deliver draft report to City and incorporate any modifications to the analysis or reporting methodology.</li><li>• Deliver 2 final reports plus electronic files.</li></ul>	Final report and shape/ KMZ files – both hard copy and electronic.
8. Project Management	<ul style="list-style-type: none"><li>• Provide client with periodic e-mail updates and reports.</li><li>• Meetings to be completed on-site and by conference calls.</li><li>• Complete project administration and invoicing.</li></ul>	Status reports and invoices
9. Interactive Spreadsheet - Annual Maintenance Fee	<ul style="list-style-type: none"><li>• Conference call "Training" in the effective use of the spreadsheet will be provided as needed.</li><li>• Conference call "Assistance" with updating the spreadsheet with its annual maintenance.</li></ul>	Assist the City with updating the spreadsheet with its annual maintenance in non-testing years.
10. Right of Way Asset Data Collection (GPS & Video Acquisition)	<ul style="list-style-type: none"><li>• On all roadways (as noted), collect GPS coordinates and video for asset database development.</li><li>• Develop a Master Asset List to include all street sign attributes to be inventoried.</li><li>• Prep video library used in the asset inventory development</li></ul>	Required Task with ROW Asset
11. Asset Database Development – Signs & Supports	<ul style="list-style-type: none"><li>• Develop a Master Asset List used to define Signs &amp; Supports attributes.</li><li>• Utilizing the right of way digital images and GPS data, develop a detailed asset inventory for the arterial, collector &amp; local roadway network.</li><li>• Utilize RST imagery, aerial photos and in-house GIS tools to place assets in a positional-correct manner.</li></ul>	Personal geodatabase with Signs & Supports inventory.

Thank you for considering IMS as a viable solution to your pavement management and we will strive to become an asset and extension of the City of Pacific staff and team. If any questions arise please do not hesitate to call.

Regards,



Jim Tourek  
West Region Manager of Client Services



**AGENDA ITEM NO. 8B**

**Agenda Bill No. 15-108**

**TO:** Mayor Guier and City Council Members  
**FROM:** Richard Gould, City Administrator  
**MEETING DATE:** July 27, 2015  
**SUBJECT:** City Council Budget Workshop

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**ATTACHMENTS:**

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**Previous Council Review Date:** July 20, 2015

**Summary:** Budget season will be ramping up very soon. Department heads have already submitted early budget numbers for 2016 and budget objectives and priorities need to be set. The suggested date of the workshop is August 31 – the fifth Monday of August – at 6:30.

**Recommendation/Action:** Schedule the first Council budget workshop for August 31.

**Motion for Consideration:**

**Budget Impact:**

**Alternatives:**

25,665.4260  
CITY OF PACIFIC

Agenda Bills

Agenda Item No.	Consent Agenda 10A	Meeting Date:	July 27, 2015
Subject:	<u>Claim Voucher &amp; Payroll</u> <u>Approval</u>	Prepared by:	Richard Gould Finance Director

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**Summary:**

Approval of Payroll for the period of July 1, 2015 through July 15, 2015; Claims Vouchers for July 14, 2015 through July 27, 2015.

Payroll Auto Deposit	\$	71,486.09
Payroll Checks #4892 – 4894		2,937.85
		\$59,869.44
EFT'S		
Voids/Stop Payments		
Claim Checks 45389 – 45441		\$359,084.66
Total Expenditures	\$	\$493,378.04

**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

07/14/2015 To: 07/27/2015

Time: 11:29:47 Date: 07/23/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4215	07/20/2015	Payroll	1	EFT		356.45	July 1 - 15 Payroll
4217	07/20/2015	Payroll	1	EFT		2,731.56	July 1 - 15 Payroll
4218	07/20/2015	Payroll	1	EFT		1,807.49	July 1 - 15 Payroll
4219	07/20/2015	Payroll	1	EFT		4,051.85	July 1 - 15 Payroll
4220	07/20/2015	Payroll	1	EFT		1,536.86	July 1 - 15 Payroll
4221	07/20/2015	Payroll	1	EFT		2,150.26	July 1 - 15 Payroll
4223	07/20/2015	Payroll	1	EFT		1,228.75	July 1 - 15 Payroll
4224	07/20/2015	Payroll	1	EFT		2,824.85	July 1 - 15 Payroll
4225	07/20/2015	Payroll	1	EFT		92.08	July 1 - 15 Payroll
4226	07/20/2015	Payroll	1	EFT		3,193.64	July 1 - 15 Payroll
4227	07/20/2015	Payroll	1	EFT		318.14	July 1 - 15 Payroll
4228	07/20/2015	Payroll	1	EFT		981.32	July 1 - 15 Payroll
4229	07/20/2015	Payroll	1	EFT		1,030.82	July 1 - 15 Payroll
4230	07/20/2015	Payroll	1	EFT		2,973.90	July 1 - 15 Payroll
4231	07/20/2015	Payroll	1	EFT		46.04	July 1 - 15 Payroll
4232	07/20/2015	Payroll	1	EFT		2,519.85	July 1 - 15 Payroll
4233	07/20/2015	Payroll	1	EFT		81.68	July 1 - 15 Payroll
4234	07/20/2015	Payroll	1	EFT		504.49	July 1 - 15 Payroll
4235	07/20/2015	Payroll	1	EFT		1,565.06	July 1 - 15 Payroll
4236	07/20/2015	Payroll	1	EFT		1,331.86	July 1 - 15 Payroll
4237	07/20/2015	Payroll	1	EFT		1,275.20	July 1 - 15 Payroll
4238	07/20/2015	Payroll	1	EFT		3,422.74	July 1 - 15 Payroll
4239	07/20/2015	Payroll	1	EFT		1,964.64	July 1 - 15 Payroll
4240	07/20/2015	Payroll	1	EFT		757.28	July 1 - 15 Payroll
4241	07/20/2015	Payroll	1	EFT		2,401.78	July 1 - 15 Payroll
4242	07/20/2015	Payroll	1	EFT		2,506.90	July 1 - 15 Payroll
4243	07/20/2015	Payroll	1	EFT		1,637.81	July 1 - 15 Payroll
4244	07/20/2015	Payroll	1	EFT		92.08	July 1 - 15 Payroll
4245	07/20/2015	Payroll	1	EFT		418.89	July 1 - 15 Payroll
4246	07/20/2015	Payroll	1	EFT		1,614.51	July 1 - 15 Payroll
4247	07/20/2015	Payroll	1	EFT		281.58	July 1 - 15 Payroll
4248	07/20/2015	Payroll	1	EFT		1,716.47	July 1 - 15 Payroll
4249	07/20/2015	Payroll	1	EFT		1,594.05	July 1 - 15 Payroll
4250	07/20/2015	Payroll	1	EFT		1,926.49	July 1 - 15 Payroll
4251	07/20/2015	Payroll	1	EFT		995.33	July 1 - 15 Payroll
4252	07/20/2015	Payroll	1	EFT		2,000.96	July 1 - 15 Payroll
4253	07/20/2015	Payroll	1	EFT		1,437.31	July 1 - 15 Payroll
4255	07/20/2015	Payroll	1	EFT		2,687.87	July 1 - 15 Payroll
4256	07/20/2015	Payroll	1	EFT		1,839.20	July 1 - 15 Payroll
4257	07/20/2015	Payroll	1	EFT		1,126.44	July 1 - 15 Payroll
4258	07/20/2015	Payroll	1	EFT		1,531.01	July 1 - 15 Payroll
4259	07/20/2015	Payroll	1	EFT		92.08	July 1 - 15 Payroll
4260	07/20/2015	Payroll	1	EFT		2,789.16	July 1 - 15 Payroll
4261	07/20/2015	Payroll	1	EFT		1,306.40	July 1 - 15 Payroll
4262	07/20/2015	Payroll	1	EFT		1,401.39	July 1 - 15 Payroll
4263	07/20/2015	Payroll	1	EFT		1,341.57	July 1 - 15 Payroll
4294	07/20/2015	Payroll	1	EFT	INTERNAL REVENUE SERVICE	27,726.20	941 Deposit For 07/20/2015 - 07/20/2015
4295	07/20/2015	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	07/20/2015 To 07/20/2015 - DCP - DRS
4296	07/20/2015	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	229.00	07/20/2015 To 07/20/2015 - Child Support
4359	07/27/2015	Claims	1	EFT	WA ST DEPT OF REVENUE	9,860.43	Excise Tax June 2015

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

07/14/2015 To: 07/27/2015

Time: 11:29:47 Date: 07/23/2015

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4428	07/27/2015	Payroll	1	EFT	WA ST DEPT LABOR & INDUSTRIES	10,933.10	2ND Quarter 04/01/2015 - 06/30/2015
4429	07/27/2015	Payroll	1	EFT	EMPLOYMENT SECURITY DEPARTMENT	10,495.71	2ND Quarter 04/01/2015 - 06/30/2015
4216	07/20/2015	Payroll	1	4892		1,682.71	July 1 - 15 Payroll
4222	07/20/2015	Payroll	1	4893		1,163.06	July 1 - 15 Payroll
4254	07/20/2015	Payroll	1	4894		92.08	July 1 - 15 Payroll
4269	07/16/2015	Claims	1	45389	CITY OF PACIFIC PETTY CASH	262.47	FINANCE PETTY CASH: 04/14/15 - 07/16/15
4375	07/27/2015	Claims	1	45390	ACCO ENGINEERED SYSTEMS	2,091.45	POLICE: HVAC REPAIR (REMOVE & REPLACE BLOWER MOTOR & WHEEL)
4376	07/27/2015	Claims	1	45391	AHBL INC	24,027.32	
4377	07/27/2015	Claims	1	45392	ALPINE PRODUCTS INC	108.95	PW: PARKS
4378	07/27/2015	Claims	1	45393	CITY OF AUBURN	3,562.46	JUNE 2015 IT SERVICES
4379	07/27/2015	Claims	1	45394	AUS WEST LOCKBOX	81.34	POLICE & CITY HALL: DOOR MATS
4380	07/27/2015	Claims	1	45395	BRUHN LOGGING & TREE SERVICE, LLC	2,518.50	PW: TREE REMOVAL ON 111 ELLINGSON RD.
4381	07/27/2015	Claims	1	45396	JOHN CALKINS	231.80	POLICE: REIMB. FOR PACIFIC DAYS LUNCH FOR EXPLORERS, OFFICERS & VOLUNTEERS
4382	07/27/2015	Claims	1	45397	CENTURYLINK	95.77	POLICE: LOBBY PHONE
4383	07/27/2015	Claims	1	45398	COLUMBIA FORD, INC.	88,655.46	POLICE: NEW VEHICLES
4384	07/27/2015	Claims	1	45399	COPIERS NORTHWEST INC	530.91	PW: PLOTTER SUPPLIES
4385	07/27/2015	Claims	1	45400	DATABAR INCORPORATED	1,666.21	JUNE 2015 UTILITY BILLING
4386	07/27/2015	Claims	1	45401	DECATUR ELECTRONICS INC	1,612.18	POLICE: SPEED LIDAR
4387	07/27/2015	Claims	1	45402	EDEN ADVANCED PEST TECHNOLOGIE	383.25	PW: PEST SERVICES @ PARKS
4388	07/27/2015	Claims	1	45403	FASTENAL COMPANY	10.22	PW: SHOP TOOLS
4389	07/27/2015	Claims	1	45404	FERGUSON ENTERPRISES, INC.	49.93	PW: WATER PARTS FOR PARK
4390	07/27/2015	Claims	1	45405	FILEONQ, INC.	600.00	POLICE: EVIDENCE TRACKING SOFTWARE
4391	07/27/2015	Claims	1	45406	FINISH LINE CLEANING	3,225.00	CITY HALL, REC CENTER, SR. CENTER & POLICE: JULY 2015 JANITORIAL SERVICES
4392	07/27/2015	Claims	1	45407	GOSNEY AUTO PARTS, INC.	233.61	PW: FIELD/SHOP SUPPLIES
4393	07/27/2015	Claims	1	45408	H D FOWLER CO INC	53.96	PW: WATER PARTS FOR PAKR
4394	07/27/2015	Claims	1	45409	HARBOR FREIGHT TOOLS	193.64	PW: SUPPLIES
4395	07/27/2015	Claims	1	45410	HONEY BUCKET	405.00	PW: HONEY BUCKET RENTALS
4396	07/27/2015	Claims	1	45411	III BRANCHES LAW	22,137.50	CALKINS, ET AL. VS. CITY OF PACIFIC, ET AL. - SETTLEMENT CHECK FOR JOHN CALKINS
4397	07/27/2015	Claims	1	45412	KC DOT ROAD SRVC DIV	120.87	PROJECT #1120310 (RSD PA0005 BSC SGL VAL/STEWART)
4398	07/27/2015	Claims	1	45413	KC FINANCE I-NET	375.00	JUNE 2015 INET SERVICES

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

07/14/2015 To: 07/27/2015

Time: 11:29:47 Date: 07/23/2015  
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4399	07/27/2015	Claims	1	45414	KING COUNTY DIRECTORS' ASSOC	73.32	PW: OFFICE SUPPLIES
4400	07/27/2015	Claims	1	45415	KING COUNTY FINANCE	44.00	PW: ALGONA TRANSFER STATION
4401	07/27/2015	Claims	1	45416	LEXISNEXIS	101.20	POLICE: JUNE 2015 CONTRACT FEE
4402	07/27/2015	Claims	1	45417	MCLENDON HARDWARE	119.56	PW: SHOP SUPPLIES; PW: OFFICE SUPPLIES; SENIOR: SPRAY PAINT FOR SENIOR CENTER
4403	07/27/2015	Claims	1	45418	MOTION & FLOW CONTROL PRODUCTS, INC.	376.92	PW
4404	07/27/2015	Claims	1	45419	MOUNTAIN MIST	174.93	BOTTLED WATER
4405	07/27/2015	Claims	1	45420	O'REILLY AUTOMOTIVE, INC.	62.97	PW: VEHICLE REPAIRS; PW: SHOP SUPPLIES
4406	07/27/2015	Claims	1	45421	PACIFIC OFFICE AUTOMATION	401.38	POLICE: COPY MACHINE LEASE; POLICE: COPY MACHINE USAGE (05 25/15 - 06/25/15)
4407	07/27/2015	Claims	1	45422	PETROCARD SYSTEMS INC	2,137.07	FUEL CHARGES: INV. #C958765, 07/15/15
4408	07/27/2015	Claims	1	45423	PUBLIC SAFETY TESTING	125.00	POLICE: 2015 Q2
4409	07/27/2015	Claims	1	45424	PUGET SOUND ENERGY	174,824.55	
4410	07/27/2015	Claims	1	45425	L STEPHEN ROCHON	3,180.00	COURT: JUDICIAL SERVICES
4411	07/27/2015	Claims	1	45426	SCARFF FORD	236.52	POLICE: VEHICLE REPAIRS
4412	07/27/2015	Claims	1	45427	SEATAC TIRE CO., INC.	158.29	POLICE: VEHICLE REPAIR
4413	07/27/2015	Claims	1	45428	SHRED-IT USA INC.	120.72	FINANCE & COURT: SHREDDING SERVICES; POLICE: SHREDDING SERVICES
4414	07/27/2015	Claims	1	45429	STAPLES BUSINESS ADVANTAGE	239.95	FINANCE: SUPPLIES
4415	07/27/2015	Claims	1	45430	SUMMIT LAW GROUP	2,268.00	PERSONNEL LEGAL SERVICES & TEAMSTERS 117
4416	07/27/2015	Claims	1	45431	TOTAL AUTO CARE	42.60	POLICE: VEHICLE MAINTENANCE
4417	07/27/2015	Claims	1	45432	UTILITIES UNDERGROUND LOCATE	121.26	PW: EXCAVATION NOTIFICATIONS (43); PW: MAY 2015 EVACUATION NOTIFICATIONS (51)
4418	07/27/2015	Claims	1	45433	VALLEY COMMUNICATIONS	18,300.41	POLICE: WSP ACCESS BILLING 2015 Q2; POLICE: JUNE 2015 911 CALLS (435.5)
4419	07/27/2015	Claims	1	45434	W.A.C.E.	40.00	ANNUAL WACE MEMBERSHIP DUES
4420	07/27/2015	Claims	1	45435	WASHINGTON STATE PATROL	14.75	POLICE: BACKGROUND CHECKS
4421	07/27/2015	Claims	1	45436	WASHINGTON TRACTOR	30.86	PW: PARK SUPPLIES
4422	07/27/2015	Claims	1	45437	WELLS FARGO FINANCIAL LEASING	56.48	SENIOR: COPY MACHINE LEASE
4423	07/27/2015	Claims	1	45438	JOE S WEST	143.75	POLICE: REIMB. FOR VEHICLE TITLE & REGISTRATION FEES FOR NEW VEHICLES (3)
4424	07/27/2015	Claims	1	45439	WHITE KNIGHT SAFE	160.58	PW: PADLOCKS
4425	07/27/2015	Claims	1	45440	KRISTA C WHITE-SWAIN	1,950.00	COURT: PUBLIC DEFENSE

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

07/14/2015 To: 07/27/2015

Time: 11:29:47 Date: 07/23/2015  
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4426	07/27/2015	Claims	1	45441	XYLEM DEWATERING SOLUTIONS, INC.	346.79	PW: FIELD/SHOP SUPPLIES
		001 General Fund				157,342.96	
		098 General Fund Equipment Reserve				90,411.39	
		101 Street				7,659.85	
		301 Roads Capital Improvements				23,036.07	
		308 Valentine Road Project				175,575.80	
		401 Water				19,935.32	
		402 Sewer				17,665.14	
		409 Storm				10,839.63	
		800 Payroll EE Benefit Clearing				-9,088.12	
							Claims: 368,945.09
						493,378.04	Payroll: 124,432.95

## 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

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**Workshop**  
**Monday, July 6, 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 Garberding, Oliveira, Steiger, Walker, Council President Walker, and Mayor Guier

Absent: Council Members Jones and Kave, Putnam (Mayor Pro tem Putnam arrived at 6:34 p.m.)

### **STAFF PRESENT**

Public Works Manager Lance Newkirk, Public Safety Director John Calkins, City Attorney Jim Kelly, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

### **ADDITIONS TO/APPROVAL OF AGENDA**

The agenda was approved unanimously by Council.

### **AGENDA ITEMS**

**A. Ordinance No. 2015-1901:** Authorizing the execution of the fourth amendment to the franchise agreement with Waste Management for July 1, 2015 through July 31, 2015.

City Administrator Gould discussed the proposed extension with Waste Management. He stated the contract will be extended through August 31 to give Waste Management time to get up and running. (Mayor Pro tem Putnam arrived here at 6:34 p.m.)

Direction by consensus of Council: Move forward to the special meeting on July 6, 2015.

**B. Ordinance No. 2015-1902:** Authorizing the execution of the third amendment to the franchise agreement with Murrey's Disposal for July 1 2015 through July 31, 2015.

Mr. Gould discussed the proposed extension and stated the extension date would be August 31 for Murrey's as well.

Direction by consensus of Council: Move forward to the special meeting on July 6, 2015

**C. AB 15-095:** Motion approving the Findings of Fact from the Solid Waste Public Hearing held on June 22, 2015.

Mr. Gould stated this is a requirement of the RFP process and needs to be adopted by a motion.

Direction by consensus of Council: Move forward to the meeting on July 13, 2015,

**D. Discussion:** Proposed Waste Management contract

Mr. Gould stated the latest version arrived late Thursday evening and was reviewed by the attorney on Friday.

Assistant City Attorney Jim Kelly reviewed the minor changes and approved the contract with Waste Management.

Direction by consensus of Council: Move forward to the workshop on July 20, 2015.

**E. Resolution No. 2015-271:** Authorizing the execution of Amendment No. 1 to an agreement with KPG, Inc. for additional construction management services for the Stewart Road Project, in an amount not to exceed \$198,119 for a total contract not to exceed \$577,776.79.

Mr. Newkirk discussed that the firm is needed to help manage the completion of the project. As they have been the construction management firm for the project, it makes sense to continue to utilize their services.

Direction by consensus of Council: Move forward to the meeting on July 13, 2015.

**F. Resolution No. 2015-272:** Authorizing the execution of an agreement with KPG, Inc., in the amount of \$10,320, for surveying services associated with the Stewart Road Trail.

Mr. Newkirk stated this item is related to the Stewart Road Project but is a new agreement to complete the pedestrian and non-motorized trail. Reimbursement funding from the state will also be applied to this project.

Direction by consensus of Council: Move forward to the meeting on July 13, 2015.

**G. Resolution No. 2015-273:** Authorizing the execution of an agreement with Robinson Noble, Inc., in an amount not to exceed \$84,440.00, for engineering services for groundwater treatment and monitoring during construction at Stewart Road SE and Valentine Ave SE.

Mr. Newkirk stated this contract is a new one related to the construction phase and dewatering phase of the Valentine project. This will monitor the groundwater treatment during the construction of the Valentine project.

Direction by consensus of Council: Move forward to the meeting on July 13, 2015.

**H. Resolution No. 2015-274:** Authorizing the execution of an Interlocal Agreement with the Cities of Sumner and Algona to participate in the Police Explorer Program.

Mr. Calkins provided a brief history of the Explorer program. He stated after a major disruption in the program, a new interlocal agreement was drafted to address policies and issues.

Direction by consensus of Council: Move forward to the meeting on July 13, 2015.

**I. Resolution No. 2015-275:** Setting a public hearing for July 27, 2015, at approximately 6:30 p.m. to take public input regarding the proposed contract with Waste Management, Inc.

Mr. Gould stated the attorneys advised a new public hearing be held since the final contract has been presented.

Direction by consensus of Council: Move forward to the meeting on July 13, 2015.

**J. Discussion:** Purpose of the Governance Committee

Mayor Guier stated she is asking for clarification for the purpose of the committee.

There was discussion regarding modifying the rules to make it a standing committee as well as the original intention behind the creation of the committee being that of a body to review proposed changes to ordinances/the municipal code rather than reviewing new items being added to the code.

Direction by consensus of Council: Add to new business on the July 13, 2015, agenda for discussion to include the absent council members. Nothing new goes to the committee, only changes to the municipal code.

**K. Discussion: Panhandling Ordinance**

Mr. Calkins stated the discussion began in Public Safety Committee from complaints by various citizens. The committee is asking if the council is interested in pursuing drafting an ordinance.

Direction by consensus of Council: Council Member Garberding will gather examples and send them to Director Calkins. A Public Safety Committee meeting will be set after information is gathered.

**L. Discussion: Weapons Ordinance**

Mr. Calkins stated this item originated from citizen questions he received regarding bb gun use in the city. It has been discussed at the Public Safety Committee and is being brought to Council to receive input and direction on whether or not to proceed with drafting an ordinance.

Direction by consensus of Council: Add to next Public Safety Committee agenda.

**EXECUTIVE SESSION** For Collective Bargaining per RCW 42.30.140 (4)(a) for 10 minutes. (Public Works/Clerical Union)

At 7:28 p.m., Council President Walker recessed the Workshop to convene to executive session for 10 minutes.

At 7:38, the executive session was extended 10 minutes.

At 7:48, the executive session was extended 10 minutes.

Council President Walker reconvened the Workshop at 7:58 p.m.

**ADJOURN**

Council President Walker adjourned the workshop at 8:00 p.m.

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Amy Stevenson-Ness, City Clerk



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**Special Meeting**  
**Monday, July 6, 2015**  
**6:30 p.m.**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Mayor Guier called the special meeting to order at 8:00 p.m.

**ROLL CALL**

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

Absent: Council Member Jones and Kave

**COUNCIL MEMBER STEIGER MOVED** to excuse Council Members Jones and Kave. Seconded by Council Member Walker. The vote was taken and the motion carried 5-0.

**STAFF PRESENT**

City Attorney Jim Kelly, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

**ACTION ITEM:**

**A. Ordinance No. 2015-1901:** Authorizing the execution of the fourth amendment to the franchise agreement with Waste Management for July 1, 2015 through August 31, 2015.

City Administrator Richard Gould provided a brief introduction to the item and stated the extension will give the City time to finish negotiations of a final solid waste contract.

**COUNCIL MEMBER WALKER MOVED** to authorizing the execution of the fourth amendment to the franchise agreement with Waste Management for July 1, 2015 through August 31, 2015. Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Oliveira, Putnam, Steiger, Walker

Nays:

Absent: Jones, Kave

The motion carried 5-0.

**B. Ordinance No. 2015-1902:** Authorizing the execution of the third amendment to the franchise agreement with Murrey's Disposal from July 1, 2015 through August 31, 2015.

City Administrator Richard Gould provided a brief introduction to the item and stated the extension will give the City time to finish negotiations of a final solid waste contract.

**COUNCIL MEMBER WALKER MOVED** to approve Ordinance 2015-1902 authorizing the execution of the third amendment to the franchise agreement with Murrey's Disposal for July 1, 2015 through August 31, 2015. Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Oliveira, Putnam, Steiger, Walker

Nays:

Absent: Jones, Kave

The motion carried 5-0.

## **ADJOURN**

Mayor Guier adjourned the meeting at 8:29 p.m.

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Amy Stevenson-Ness, City Clerk



## City Council Minutes

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**Regular Meeting**  
**June 08, 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

### **STAFF PRESENT**

Public Safety Director John Calkins, Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, City Administrator Richard Gould, and Finance Tech I Angelica Solvang.

### **ADDITIONS TO/APPROVAL OF AGENDA**

Mayor Guier pulled Item 5 from the agenda as Glenda White was unable to attend. The amended agenda was approved unanimously by Council.

### **PRESENTATION**

Pierce Transit Commissioner Nancy Henderson held a presentation informing Council about Pierce Transit improvements, planning and changes.

### **PRESENTATION**

Moved to next Council meeting.

### **AUDIENCE COMMENT**

Speaking before Council:

Don Thomson – 416 2 <sup>nd</sup> Ave SE	Mr. Thomson would like to see more participation and funding from the City of Pacific for Pacific Days. Mayor Guier forwarded the matter to the Human Services Committee.
Carla Hopkins – Pacific/Algona	Thanks city council and citizens of Pacific in helping to celebrate 20

Library	years in the City of Pacific.
Mark Gingrich, Murrey's Disposal- 4822 70 <sup>th</sup> Ave E, Fife	States that Waste Management's contract proposal is 1.9 million higher than Murrey's contract. He reviewed the difference in rates between Murrey's and Waste Management. He would like the community to be aware of this difference.
Dan Schooler, Vice President Waste Connections – 11815 217 <sup>th</sup> St, Fife	Commented that he believes the City made the wrong decision by choosing Waste Management as the garbage provider. He also stated that the City's RFP was incomplete and full of mistakes and asked council to reconsider their decision.
Laura Moser – Waste Management	Commented that Waste Management is the only vendor to meet the city's policy goals. Waste Management has met or exceeded the policies and values articulated in the city's RFP.

**PUBLIC HEARING:** Revisions to the Comprehensive Plan, Chapter 3 – Natural Environment Element and to Chapter 8 – Transportation

Mayor Guier opened the public hearing was opened at 7:04 p.m.

Community Development Manager Jack Dodge presents a PowerPoint presentation for the public. He provided the background to the Comprehensive Plan Amendments.

Speaking before Council:

Linda Burgess – 12822 51 <sup>st</sup> St E, Edgewood	Supports the recommendation of the Planning Commission. She points out that various organizations supports the recommendations and addresses why the council would want the stewardship plan in the appendix. This is a valuable reference document.
Mark Bowns 37428 51 <sup>st</sup> Ave S, Auburn	Stated he is familiar with the area that is outlined as steep slope areas. He does not believe there should be development on the slopes.
Jeanne Fancher - 37248 55 <sup>th</sup> Ave	Brought a map of the lower White River bio diversity management

S, Auburn	area. She supports this project and has been working on it for ten years. The planning area protects the best of the habitat because there will be no be developing in the shoreline master area. There are tax incentives for people who have property in the bio diversity management area.
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Mayor Guier continued the public hearing to June 22, 2015.

## **REPORTS**

### **A. Mayor**

Mayor Guier reported:

- Last Wednesday the Mayor attended the Flood Advisory Committee meeting with Public Works Manager Lance Newkirk. They toured various levee projects along the Cedar River.
- The Auburn Famer's Market has opened and is held every Sunday from 10:00 a.m. to 3:00 p.m. through September.
- Reminded council and citizens when driving to be mindful of kids playing outside more with the nice weather and that the helmet law is still in effect.

### **B. Finance/City Administrator**

City Administrator Gould reported:

- The police union negotiations and mediation will continue July 22<sup>nd</sup> and it should be the final meeting. Staff is currently working with the Technology Committee on preparing an RFP for website building and maintenance services. Audio 21 has excellent reference checks and is \$10,000 less than the other two companies that was researched. There will be a meeting with Waste Management on Wednesday regarding the contract for solid waste services.

### **C. Court**

May reports are provided with the packet.

### **D. Community/Senior/Youth/Services**

- Darcie Thach is still out.

### **E. Public Works Department**

Public Works Manager Lance Newkirk reported:

- Public Works Committee reported there was a desire to look at pavement and streets and develop technical and analytical information. An RFP will be published tomorrow.
- After the presentation from Burlington Northern and the King County Flood Control District, he was informed by a representative from Burlington Northern that they will be filing a petition for vacation which council will see in July.
- The Public Works crew has been supporting the Valentine project behind the

scenes. They confirm infrastructure that exists which assists the contractors with the side sewer replacement.

#### **F. Community Development Department**

Community Development Manager Jack Dodge reported:

- Freeway signage proposed regulations are before the Planning Commission. A public hearing will be held on June 23, 2015.
- Staff will start sending out notices of violations to marijuana businesses that remain in the city.
- Staff has chosen a candidate and made a job offer for the building inspector position. The candidate has accepted and will start working full time July 1, 2015.

#### **G. Public Safety Department**

Public Safety Director Calkins reported:

- Saturday will be the annual bike rodeo from 9 a.m. to noon and invites the council to attend.
- A few weeks ago under the direction of Mayor Guier the Civil Service Commission opened up applications and provided the mayor a list of candidates. An officer from the City of Algona office was chosen with a conditional offer of employment.

#### **H. City Council Members**

- Council member Kave commented that the Solid Waste Committee desires to choose the best provider for the city.

#### **I. Boards and Committees**

##### **i. Finance Committee**

Council Member Kave states the committee will meet June 16<sup>th</sup>.

##### **ii. Governance Committee**

Council Member Olivera states they met on June 2<sup>nd</sup> and discussed the council rules of procedure which have been forwarded to the city attorney for review. The city's sick leave policy will be discussed via a phone conference on July 7<sup>th</sup> with the city attorney as well. The committee has asked for an audit to be conducted on disability coverage within the city's employee benefits. The Community Development Manager provided the committee a video regarding freeway signage.

##### **iii. Human Services Committee**

Council Member Olivera stated the meeting is scheduled for June 23<sup>rd</sup>. There will be a pancake breakfast fundraiser for senior and youth services. Council Member Garberding asks for council members to help volunteer at the pancake breakfast.

##### **iv. Public Safety Committee**

Council Member Garberding reported that the committee met earlier in the evening. A pan handling ordinance, firearms, weapons and explosives issue were discussed. Mayor Guier suggested the ordinance and firearms issue be brought forward to the first workshop in July. John Calkins will meet with King County to receive a sex offender

update.

v. Public Works Committee

Council Member Jones states the committee met last Wednesday and discussed the following: interlocal agreement with Sumner related to Stewart Rd, Frontage Rd. speed study, pavement condition inspection and a West Valley Hwy tree nuisance issue.

vi. Technology Committee

Council Member Walker reported that the committee met on May 28, 2015. The committee received presentations from Proficiency, Inc., Granicus Software and Revised. Audio 21 will save the city money for their audio system. The next meeting will be held on June 18, 2015 in the Mayor's office at 5:00 p.m.

vii. Park Board

- No report.

viii. Planning Commission

- No report.

ix. Pierce County Regional Council (PCRC)

Public Works Manager Lance Newkirk stated the city received supplemental funding for the next phase of the Stewart Road project.

x. Sound Cities Association (SCA)

Mayor Guier reported they will meet Wednesday.

xi. South County Area Transportation Board (SCATBD)

- No report.

xii. Valley Regional Fire Association (VRFA)

Mayor Guier reported the meeting will held tomorrow.

## **OLD BUSINESS**

**A. Motion** to appoint Mayor Leanne Guier and City Administrator Richard Gould as voting delegates representing the City of Pacific at the AWC Annual Business Meeting on Thursday, June 25, 2015.

**COUNCIL MEMBER WALKER MOVED** to appoint Mayor Leanne Guier and City Administrator Richard Gould as voting delegates representing the City of Pacific at the AWC Annual Business Meeting on Thursday, June 25, 2015. Seconded by Council Member Olivera.

All votes were Ayes.

The motion carried 7-0.

## **NEW BUSINESS**

**A. Resolution No. 2015-262:** Setting a public hearing for Monday, June 22, 2015, at approximately 6:30 p.m. regarding abatement of a nuisance tree.

**COUNCIL MEMBER JONES MOVED** to approve Resolution No. 2015-262 setting a public hearing for Monday, June 22, 2015, at approximately 6:30 p.m. regarding abatement of a nuisance tree. Seconded by Council Member Walker.

ROLL CALL: Roll call vote was taken resulting as follows:

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

Nays: 0

The motion carried 7-0.

**B. Appointment of Hotel/Motel Tax Advisory Committee**

Council Member Oliveira stated this committee must have at least five members appointed by the city council and include at least two representatives of businesses, two persons who are involved in activities that are authorized to be funded by this tax and one elected official.

**COUNCIL MEMBER OLIVERA MOVED** to appoint Tracey Larson who is a board member of Terry Home and Ann Smith who is president of Pacific Partnerships to the Hotel/Motel Tax Advisory Committee. Seconded by Council Member Jones.

All the votes were ayes.

The motion carried 7-0.

### **CONSENT AGENDA**

**A. Payroll and Voucher Approval**

**B. Resolution No. 2015-258:** Setting a public hearing for Monday, June 22, 2015, at approximately 6:30 p.m. regarding the proposed alteration of the speed limit on Frontage Road.

**C. Resolution No. 2015-259:** Setting a public hearing for Monday, June 22, 2015, at approximately 6:30 p.m. regarding the City of Pacific's proposed 2016-2021 Six-Year Transportation Improvement Plan.

**D. Resolution No. 2015-260:** Setting a public hearing for Monday, June 22, 2015, at approximately 6:30 p.m. regarding the proposed solid waste contract with Waste Management of Washington, Inc.

**E. Resolution No. 2015-261:** Authorizing the Mayor to sign a Letter of Agreement with Teamsters Union Local 117 for employment of Public Works Seasonal Maintenance Workers.

**COUNCIL MEMBER KAVE MOVED** to approve the Consent Agenda. Seconded by Council Member Walker.

All the votes were ayes.

Motion carried 7-0.

**EXECUTIVE SESSION:** For Collective Bargaining per RCW 42.30.140 (4)(a) for 30 minutes. (Public Works/Clerical Union)

At 8:08 p.m. Mayor Guier announced an executive session for collective bargaining per RCW 42.30.140 (4)(a) for 30 minutes. (Public Works/Clerical Union)

Mayor Guier asked for 10 more minutes at 8:38 pm

Mayor Guier asked for 5 more minutes at 8:48 pm

Mayor Guier called the regular meeting back to order at 8:53 p.m.

**ADJOURN**

Being no further business, Mayor Guier adjourned the meeting at 8:55 p.m.

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Amy Stevenson-Ness, City Clerk