



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

August 3, 2015
Monday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
 - 2. ROLL CALL OF COUNCIL MEMBERS**
 - 3. ADDITIONS TO/APPROVAL OF AGENDA**
 - 4. DISCUSSION ITEMS**
- (3) **A. AB 15-107: Resolution No. 2015-270:** Authorizing the execution of an agreement with Waste Management for solid waste services in the City of Pacific. (20 min.)
(Richard Gould)
- (53) **B. AB 15-109: Resolution No. 2015-278:** Authorizing the submittal of the Transportation Improvement Board grant application for 3rd Avenue South preservation. (10 min.)
(Lance Newkirk)
- (62) **C. AB 15-110: Resolution No. 2015-279:** Authorizing the submittal of the Transportation Improvement Board grant application for Milwaukee Boulevard Improvements. (10 min.)
(Lance Newkirk)
- (89) **D. AB 15-111: Resolution No. 2015-280:** Anthem Heights Final Plat Approval. (10 min.)
(Jack Dodge)
- (97) **E. AB 15-106: Resolution No. 2015-277:** Authorizing the surplus of equipment that has been or is in need of being replaced. (5 min.)
(John Calkins)

(100) F. AB 15-112: Ordinance No. 2015-1903: Accepting a donation of \$500 (5 min.)
from Don Kuzmer, Metals Express, to be used for community events
such as the Bike Rodeo and Police Department Open House.
(John Calkins)

(102) G. AB 15-113: DISCUSSION: Waiver for beer garden for Valley (5 min.)
Professional Firefighters annual picnic in City Park.
(Council President Walker)

5. ADJOURN

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

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

Meeting materials are available on the City's website at: www.pacificwa.gov or by contacting the City Clerk's office at (253) 929-1105.

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



Agenda Bill No. 15-107

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: August 3, 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. version 20
- Waste Management RFP Evaluation Form
- DM Disposal RFP Evaluation Form
- DM Disposal/Waste Management Reconciling Quantity Report
- DM Disposal Company Savings Assertion Financial Analysis, 7/27/15

Previous Council Review Date: June 15, 2015, June 22, 2015, July 27, 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 10th DAY OF AUGUST, 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.**

August 1, 2015 – July 31, 2025

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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: August 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 July 31, 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. 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 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.

The Contractor shall notify customers of any rate changes via a billing/invoice note

8.1.1 CPI Adjustments to Collection Component

Commencing on September 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. Contractor shall notify customers of any rate increases via a billing/invoice note.

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. The Contractor shall notify customers of any rate changes via a billing/invoice note.

8.2 City Administrative 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 City Administrative 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 City Administrative Fee such that the Contractor remains whole. The City shall notify the Contractor of the new City Administrative 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 City Administrative 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, resources for customer education on hazardous waste and stating that hazardous waste is not accepted and that additional fees may be incurred, 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 the City annexes any property during the term of this franchise, then the provisions of RCW 35A.14.900 shall apply.

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

DRAFT

EXHIBIT A

LIST OF CITY FACILITIES

- 1). Pacific City Hall-100 3rd Avenue S.E.
 - 1 - 4 yard MSW 1x/week
 - 1 - 2 yard REC 1x/week
 - 1-64 gallon 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

EXHIBIT B

SERVICE RATE SCHEDULE

City of Pacific
Service Rate Schedule - page 1 of 2 -
Waste Management

	Service Level	New Service Rates		
		Disposal Fee	Collection Fee	Total Service Fee
Weekly Residential Curbside Service (includes embedded Recycling & Yard/Food Waste collected EOW)	1 - 10 gal, Micro Can	\$ 1.31	\$ 9.35	\$ 10.66
	1 - 20 gal, Cart (35 gallon Cart with 20 gal insert)	\$ 2.61	\$ 11.47	\$ 14.08
	1 - 35 gal Cart	\$ 4.57	\$ 18.98	\$ 23.55
	1 - 64 gal Cart	\$ 9.14	\$ 30.12	\$ 39.26
	1 - 96 gal Cart	\$ 13.70	\$ 37.25	\$ 50.95
	Extra solid waste, bags/cans/boxes (32/35 gallon equivalent)	\$ 1.05	\$ 5.77	\$ 6.82
	Additional Yard/Food Carts each (second cart and more)		\$ 6.50	\$ 6.50
	Miscellaneous Services			
	Return Trip		\$ 7.00	\$ 7.00
	Carry-out surcharge per month (one fee for MSW, REC, YDW)		\$ 1.20	\$ 1.20
	Overweight Cart (per p/u)		\$ 5.75	\$ 5.75
	Clean/Deodorize Cart + Redelivery		\$ 32.80	\$ 32.80
	Redelivery Charge of carts		\$ 17.80	\$ 17.80
	Lost Cart Charge if unable to retrieve from customer. Charge reversed if Cart is subsequently retrieved within 45-days after charge is applied		\$ 55.00	\$ 55.00
	Temporary (90-days or less) Container Service Solid Waste (All Customers)	Temporary Detachable Container Service Solid Waste - per pick up		
Temporary 1 Yard Container		\$ 7.57	\$ 22.05	\$ 29.62
Daily Rent			\$ 1.20	\$ 1.20
Delivery Fee			\$ 79.80	\$ 79.80
Temporary 2 Yard Container		\$ 15.15	\$ 34.82	\$ 49.97
Daily Rent			\$ 1.30	\$ 1.30
Delivery Fee			\$ 79.80	\$ 79.80
Temporary 3 Yard Container		\$ 22.72	\$ 44.95	\$ 67.67
Daily Rent			\$ 1.40	\$ 1.40
Delivery Fee			\$ 79.80	\$ 79.80
Temporary 4 Yard Container		\$ 30.30	\$ 56.48	\$ 86.78
Daily Rent			\$ 1.45	\$ 1.45
Delivery Fee			\$ 79.80	\$ 79.80
Temporary 6 Yard Container		\$ 45.45	\$ 71.55	\$ 117.00
Daily Rent			\$ 1.80	\$ 1.80
Delivery Fee		\$ 79.80	\$ 79.80	
Temporary 8 Yard Container	\$ 60.59	\$ 91.68	\$ 152.27	
Daily Rent		\$ 2.00	\$ 2.00	
Delivery Fee		\$ 79.80	\$ 79.80	
Weekly Collection Commercial/ Multi-family Solid Waste Service (MultiFamily includes Embedded Cart Recycling collected EOW)	Commercial and Multi-family Service			
	1 - 35 gal Cart	\$ 5.20	\$ 21.88	\$ 27.08
	1 - 64 gal Cart	\$ 10.40	\$ 31.46	\$ 41.86
	1 - 96 gal Cart	\$ 15.60	\$ 37.57	\$ 53.17
	1 - 1 yard container	\$ 32.82	\$ 76.45	\$ 109.27
	1 - 1.5 yard container	\$ 49.23	\$ 100.62	\$ 149.85
	1 - 2 yard container	\$ 65.64	\$ 120.71	\$ 186.35
	1 - 3 yard container	\$ 98.47	\$ 155.81	\$ 254.28
	1 - 4 yard container	\$ 131.29	\$ 195.80	\$ 327.09
	1 - 6 yard container	\$ 196.93	\$ 248.05	\$ 444.98
	1 - 8 yard container	\$ 262.57	\$ 317.83	\$ 580.40
	Extra solid waste, per each 32/35-gal. Equivalent	\$ 1.20	\$ 9.13	\$ 10.33
	Extra solid waste, per yard	\$ 7.57	\$ 10.02	\$ 17.59
	Return Trip, per pick up		\$ 17.30	\$ 17.30
	Miscellaneous Services	Relocate Container Charge while driver on site.		\$ 25.00
Carry-out surcharge per month, per cart			\$ 1.20	\$ 1.20
Roll-out Container more than 5 feet, but less than 25 feet per pick up			\$ 3.60	\$ 3.60
Roll-out Container over 25 feet, the charge will be the charge for 25 feet plus \$0.50 per increment of 5 feet per pick up			\$ 4.30	\$ 4.30
Overage/Clean up Service, per yard + extra solid waste charge per yard			\$ 25.00	\$ 25.00

Gate Opening/Closing, per pick up	\$ 3.70	\$ 3.70
Unlock/Lock container, per pick up	\$ 3.70	\$ 3.70
Redelivery Fee, per delivery	\$ 79.80	\$ 79.80
Steam Cleaning per yard + Redelivery Fee per container	\$ 3.00	\$ 3.00

City of Pacific
Service Rate Schedule - page 2 of 2 -
Waste Management

	Service Level	New Service Rates		
		Disposal Fee	Collection Fee	Total Service Fee
Will Call/ Special Pick up Commercial/ Multi-Family Solid Waste Service	Commercial and Multi-family Service			
	1 - 35 gal Cart	\$ 1.20	\$ 6.31	\$ 7.51
	1 - 64 gal Cart	\$ 2.40	\$ 9.08	\$ 11.48
	1 - 96 gal Cart	\$ 3.60	\$ 10.84	\$ 14.44
	1 - 1 yard container	\$ 7.57	\$ 22.06	\$ 29.63
	1 - 1.5 yard container	\$ 11.36	\$ 29.03	\$ 40.39
	1 - 2 yard container	\$ 15.15	\$ 34.82	\$ 49.97
	1 - 3 yard container	\$ 22.72	\$ 44.95	\$ 67.67
	1 - 4 yard container	\$ 30.30	\$ 56.48	\$ 86.78
1 - 6 yard container	\$ 45.45	\$ 71.55	\$ 117.00	
1 - 8 yard container	\$ 60.60	\$ 91.68	\$ 152.28	
Yard/Food Waste	1 - 96 gal. Cart, collected Every-other-Week		\$ 18.28	\$ 18.28
Permenant Service Compactor/<input type="checkbox"/> Roll-Off Boxes	Permenant Solid Waste Service			
	Compactor & Non-Compacted Roll-Off, Boxes			
	10 - 40 yard, per Round Trip Haul			\$ 196.28
	10 yard Roll-off box, Monthly Rent			\$ 42.62
	20 yard Roll-off box, Monthly Rent			\$ 57.66
	30 yard Roll-off box, Monthly Rent			\$ 70.20
	40 yard Roll-off box, Monthly Rent			\$ 83.99
Disposal charge per ton (125% of current King County tipping fees)	\$ 150.21		\$ 150.21	
Temporary Service Compactor/<input type="checkbox"/> Roll-Off Boxes	Temporary Solid Waste Service (Less than 90-days)			
	Compactor & Non-Compacted Roll-Off, Boxes			
	10 - 40 yard, per Round Trip Haul			\$ 235.54
	10 yard Roll-off box, Daily Rent			\$ 1.42
	20 yard Roll-off box, Daily Rent			\$ 1.92
	30 yard Roll-off box, Daily Rent			\$ 2.34
	40 yard Roll-off box, Daily Rent			\$ 2.80
Delivery Charge			\$ 79.80	
Disposal charge per ton (125% of current King County tipping fees)	\$ 150.21		\$ 150.21	
Miscellaneous Services	Return Trip		\$ 42.60	\$ 42.60
	Connect/Disconnect Fees on compactors - per haul		\$ 22.20	\$ 22.20
	Additional Mileage Charge per mile - applies to hauls over 5 miles		\$ 4.40	\$ 4.40
	Turn-Around (driver must turn container/compactor around in order to haul)		\$ 23.60	\$ 23.60
	Relocate Charge while driver on site. Customer requested		\$ 25.00	\$ 25.00
	Steam Cleaning/Pressure Washing per yard + Delivery Charge		\$ 3.00	\$ 3.00
	Stand-by Time per minute (over 5 minute wait)		\$ 1.82	\$ 1.82

EXHIBIT C

LIQUIDATED DAMAGES

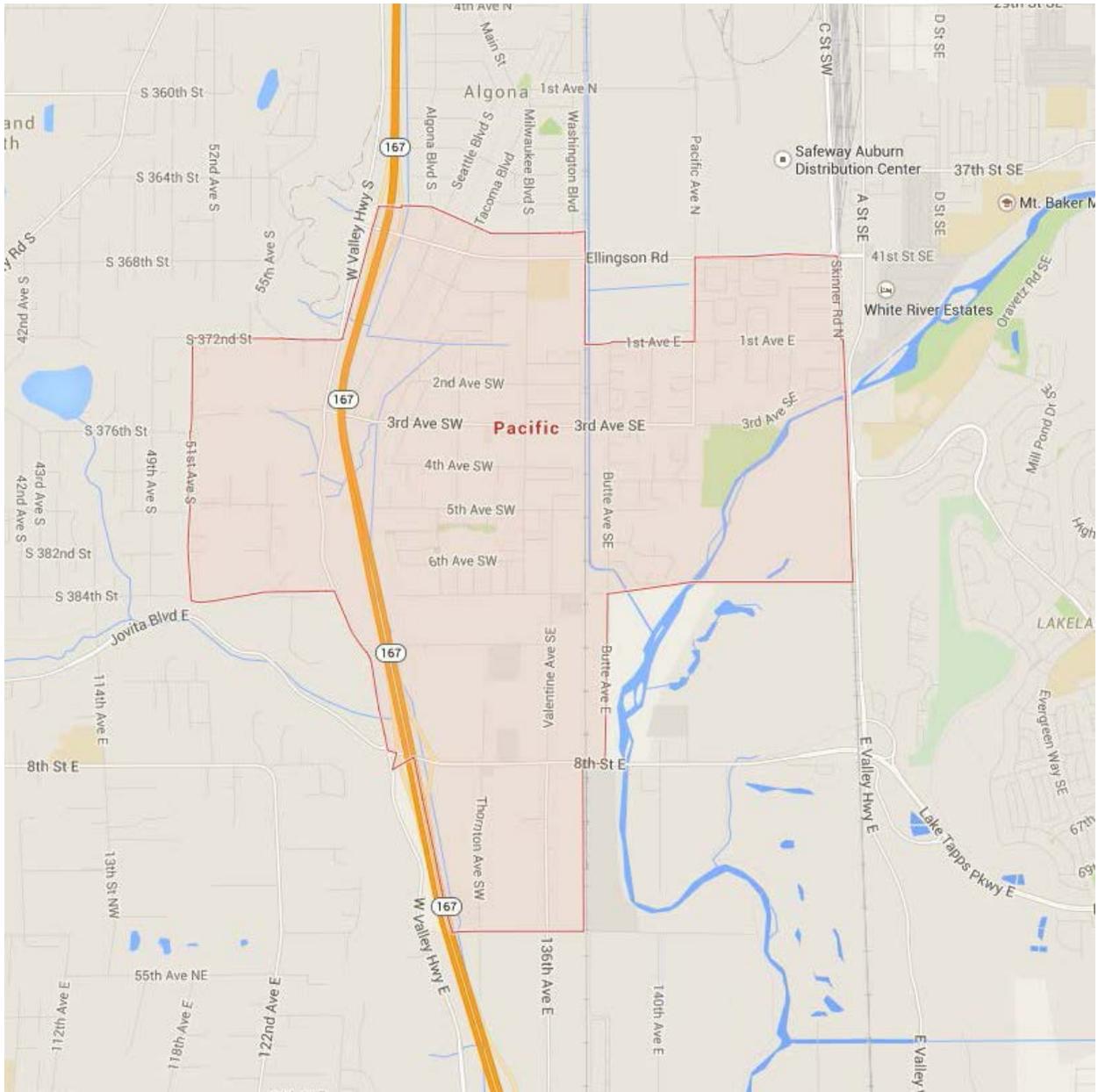
Missed collection that is not collected within a 24 hour period after being notified:	\$50.00 per incident to a maximum of \$500 per truck per day
Repetition of complaints on a route after notification to replace can or detachable container in designated locations, spilling, not closing gate, crossing 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 or exceed the pro rata portion of the Customers' regular rate that is attributable to the missed service minus the average cost of disposal attributable to the missed service. The credit shall be placed on the Customer's next regular invoice.

DRAFT

EXHIBIT D

CITY SERVICE AREA



RFP Evaluation Form

Solid Waste Services for the City of Pacific

Respondent: Waste Management

Evaluator: Solid Waste Committee Date Evaluated: 5/14/15

Proposals will be evaluated on “best value” based on the evaluation criteria as stated below. A 100 point scale will be used to create the final evaluation recommendation.

Evaluation Criteria

Criteria	Possible Points	Points Awarded
1. Completeness and Accuracy of Proposal	10	8
2. Qualifications of Management/Project Team	20	18
3. Operational Experience	25	24
4. Financial	25	20
5. Community & Environmental Stewardship	20	18
Total Points:	100	88

Comments:

The City of Pacific Council formed a Solid Waste Committee and appointed Council Member Steiger and Council Member Kave to this committee. The committee has been working diligently to determine what solid waste services should be provided to the citizens and businesses of our community and how those services should be performed. This portion of our responsibility covers who should perform these services. A request for proposals (RFP) was announced by the City and the City received two proposals. Each member of the committee utilized objective based scoring and then came to a consensus on the scores. The objective of the committee was to use the scoring criteria to differentiate the important aspects of each proposal and then provide a recommendation to the full council as to which company should be awarded the contract for solid waste services in the City. City staff members utilized the same objective based scoring criteria to make its own recommendation to the full council separate from the committee recommendation.

1. Completeness and Accuracy of Proposal

The committee felt that the proposal did a great job of covering the specific criteria and list of services that the City detailed as important aspects of the contract. However, Waste Management's proposal was not as detail oriented on the basic aspects of the proposal as identified in the RFP.

2. Qualifications of Management/Project Team

The committee felt that Waste Management's Management team was far more experienced and the company clearly values promoting from within people who were experienced at all aspects of their operation. The tenure of their management team was impressive.

3. Operational Experience

The committee felt that the operational experience of both companies was impressive. However, the committee could not ignore the fact that Waste Management has been the primary provider to our community for many years and know the operations within our community a bit better than any other company competing for the contract.

4. Financial

The committee felt that Waste Management's fees were not as competitive as the other proposal. However, the fees in general were on average either lower than what the customers were paying or the customer would receive substantial increases in services. The proposal lacked the estimated taxes that the City could expect to bring in with the utility tax and the estimated revenue from the franchise fee. It would have also been helpful for the company to include a sample of what a bill would look like for the customers as part of the proposal. The committee requested sample bills from the company that would show what the residential customer with a 35 gallon cart would look like and what the commercial customer with a 1 yard dumpster would look like. Including this as part of the proposal would have helped the committee to fully understand what the rate structure would look like to the customer.

5. Community & Environmental Stewardship

The committee broke this section down into two areas as it felt they were separate and distinct from each other.

Community Stewardship:

The committee felt that Waste Management has historically shown itself as a stewardship partner with the City of Pacific. The company has been very responsive to the City and its residents to resolve problems and we do not see that changing in the future. The one area that we felt that Waste Management could improve upon is localizing their call centers for customer support. The committee feels that local support staff would have a better understanding of the services that we as a community value and how to best resolve local issues. For these reasons Waste Management received a score of 8 out of 10 points for this portion of the scoring criteria.

Environmental Stewardship:

The RFP stated clearly that preference may be given to companies that utilize vehicles that reduce the carbon foot print on the environment. The committee felt that Waste Management has done just that by utilizing compressed natural gas vehicles in all of its operations that will take place within the City. For this reason Waste Management received a score of 10 out of 10.

Clint Steiger
Council Member

Vic Kave
Council Member

RFP Evaluation Form

Solid Waste Services for the City of Pacific

Respondent: DM Disposal

Evaluator: Solid Waste Committee Date Evaluated: 5/14/15

Proposals will be evaluated on “best value” based on the evaluation criteria as stated below. A 100 point scale will be used to create the final evaluation recommendation.

Evaluation Criteria

Criteria	Possible Points	Points Awarded
1. Completeness and Accuracy of Proposal	10	8
2. Qualifications of Management/Project Team	20	15
3. Operational Experience	25	23
4. Financial	25	24
5. Community & Environmental Stewardship	20	14
Total Points:	100	84

Comments:

The City of Pacific Council formed a Solid Waste Committee and appointed Council Member Steiger and Council Member Kave to this committee. The committee has been working diligently to determine what solid waste services should be provided to the citizens and businesses of our community and how those services should be performed. This portion of our responsibility covers who should perform these services. A request for proposals (RFP) was announced by the City and the City received two proposals. Each member of the committee utilized objective based scoring and then came to a consensus on the scores. The objective of the committee was to use the scoring criteria to differentiate the important aspects of each proposal and then provide a recommendation to the full council as to which company should be awarded the contract for solid waste services in the City. City staff members utilized the same objective based scoring criteria to make its own recommendation to the full council separate from the committee recommendation.

1. Completeness and Accuracy of Proposal

The committee felt that the proposal did an excellent job of covering the basic criteria outlined in the RFP. The proposal was very detail oriented and complete from that prospective. However, DM Disposal's proposal was not as detail oriented on the specific criteria and list of services that the City detailed as important aspects of the contract.

2. Qualifications of Management/Project Team

The committee felt that DM Disposal's management team was experienced but felt that many of the managers have not spent much time on the line.

3. Operational Experience

The committee felt that the operational experience of both companies was impressive. However, the committee could not ignore the fact that Waste Management has been the primary provider to our community for many years and know the operations within our community a bit better than any other company competing for the contract.

4. Financial

The committee felt that DM Disposal fees were very competitive. The rate for the base 35 gallon residential customer came in well under the ceiling rate outlined in the RFP and the rate structure for all other size containers were more competitive than the other proposal received in all but a few sizes of containers. However, the proposal lacked the estimated taxes that the City could expect to bring in with the utility tax and the estimated revenue from the franchise fee. It would have also been helpful for the company to include a sample of what a bill would look like for the customers as part of the proposal. The committee requested sample bills from the company that would show what the residential customer with a 35 gallon cart would look like and what the commercial customer with a 1 yard dumpster would look like. Including this as part of the proposal would have helped the committee to fully understand what the rate structure would look like to the customer.

5. Community & Environmental Stewardship

The committee broke this section down into the two areas as it felt they were separate and distinct from each other.

Community Stewardship:

The committee felt that DM Disposal has not been a proactive supporter of community events. However, the committee realized that DM Disposal was not the primary provider of services in our City. The committee relied on the letters of recommendation provided in the proposal and felt that the company would do a very adequate job in this area. The one area that we felt was an advantage was the localized call centers for customer support. The committee felt that local support staff would have a better understanding of the services that we as a community value and how to best resolve local issues. For this reason DM Disposal received a score of 9 out of 10 points for this portion of the scoring criteria.

Environmental Stewardship:

The RFP stated clearly that preference may be given to companies that utilize vehicles that reduce the carbon foot print on the environment. The committee felt that DM Disposal's plans for the future were worth noting. The committee was really impressed with the plans to harness natural gas from the landfill and use it to power its vehicles in the future to help reduce greenhouse gasses. However, we were disappointed that the company is not ready to provide these emission friendly vehicles at this time to service our City to help reduce our carbon foot print on the environment. For this reason DM Disposal received a score of 5 out of 10 for this portion of the scoring criteria.

Clint Steiger
Council Member

Vic Kave
Council Member

RECONCILING QUANTITY BETWEEN MULTIPLE REPORTS FROM DM AND WM

The City of Pacific has received 3 separate reports from DM (Murrey's) that list different quantity counts and one from WM.

The report below proves the difficulty in reconciling the financial assertion by Murrey's based upon differing service quantity numbers.

<u>Svc</u>	<u>DM-6/9</u>	<u>DM-RFP</u>	<u>WM</u>	<u>CPA REPORTED VARIANCE-TOTALS</u>
10-gallon service weekly	51	52	60	51
20-gallon service weekly	112	112	106	112
35-gallon service weekly	884	921	849	800
64-gallon service weekly	357	325	331	387
96-gallon service weekly	48	38	39	41
EXTRAS	0	2	207	0
	1452	1448	1592	1391

Add Cost (not including refuse tax, utility tax, or hazardous waste fee) to Resi Customer*

Commercial and MF Rates, Additional Cost with WM

<u>Svc</u>	<u>DM-CPA-7/13</u>	<u>DM-RFP</u>	<u>WM</u>	<u>CPA REPORTED VARIANCE-TOTALS</u>
35-gallon commercial svc weekly	30	23	47	9
35-gallon multi-fam svc weekly	27	18		1
64-gallon commercial svc weekly	9	3	6	15
64-gallon multi-fam svc weekly	19	4		27
96-gallon commercial svc weekly	13	7	1	16
96-gallon multi-fam svc weekly	4	1		7
1yd commercial 1x weekly	36	35	39	36
1yd multi-fam 1x weekly	7	7		7
1.5yd commercial 1x weekly	8	8	10	8
1.5yd multi-fam 1x weekly	4	4		4
2yd commercial 1x weekly	28	28	32	28
2yd multi-fam 1x weekly	1	1		1
3yd commercial 1x weekly	5	5	4	5
3yd multi-fam 1x weekly	1	1		1
4yd commercial 1x weekly	20	20	17	20
4yd commercial 2x weekly	1	2		1
4yd multi-fam 1x weekly	3	3		3
6yd commercial 1x weekly	9	9	15	9
6yd commercial 2x weekly	3	3	3	3
6yd commercial 3x weekly	2	2	1	2
6yd multi-fam 1x weekly	5	5		5
6yd multi-fam 2x weekly	1	1		1
8yd commercial 1x weekly	3	3	2	3
8yd commercial 2x weekly	1	0	1	1
	240	193	178	213

Add Cost (not including refuse tax, utility tax, or hazardous waste fee) to Com/MF Cust

* does not include Extras, at 207 customer counts at \$6.82 per month.

Roll-Off Rates, Additional Cost with WM

<u>Svc</u>	<u>DM-CPA-7/13</u>	<u>DM-RFP</u>	<u>WM</u>	<u>CPA REPORTED VARIANCE-TOTALS</u>
20-Yard RO haul, assumes EOW	3	3		3
25-Yard RO haul, assumes EOW	3	3		3
30-Yard RO haul, assumes EOW	3	3		3
30-Yard Comp haul, assumes EOW	1	1		1
40-Yard Comp haul, assumes EOW	1	1		1
20-Yard RO monthly rent	3			3
25-Yard RO monthly rent	3			3
30-Yard RO monthly rent	3			3
20-Yard RO Disp, assumes 3 tons avg	3			3
25-Yard RO Disp, assumes 3 tons avg	3			3
30-Yard RO Disp, assumes 3 tons avg	3			3
30-Yd Comp Disp, assumes 6 tons avg	1			1
40-Yd Comp Disp, assumes 6 tons avg	1			1
	31	11	0	31

DM (Murrey's) Disposal Company's Savings Assertion Financial Analysis

City Staff has been preparing an analysis of the assertion that Murrey's contract for solid waste services would cost approximately \$1.9M less than that proposed by Waste Management over the next ten years (the term of the contract).

Considering the multiple data sources Murrey's used in reporting the numbers of services, this task was impossible to perform with any sense of accuracy, which to an accountant is anathema. These source documents included an Excel spreadsheet emailed from Mark Gingrich of DM Disposal, the RFP from Murrey's and The McGladrey report (DM Disposal's hired CPA Firm). Then include Waste Management's Excel spreadsheet report given to me by their representative upon request and you have 4 verifiable sources of which none reconcile. However we did come up with some findings that I think are significant:

- The first source of data that Murrey's used (the Excel spreadsheet) to calculate the 10-year rate variance was received by the City on June 9th.
- The second source of data that was used by McGladrey (received on July 6th) in their analysis was from the RFP document and was inconsistent in quantity counts from the data source dated June 9th, by approximately 3%.
- The third data source that was used by McGladrey (not sure where they got it from though I suspect Murrey's provided it) was not consistent with either of the first two sources and was off by 5%, approximately. McGladrey points out that they did not agree with Murrey's numbers, though I cannot identify how they calculated their variances.
- The fourth and final data source that I identified, comes from Waste Management (prepared by WM on February 19, 2015) and not surprisingly does not agree with any of Murrey's sources. I estimate that the difference is over 7% comparatively.
- The only data sources that I have that hold any integrity are those found in the RFP responses, which are still inconclusive as they rely on quantity counts which have yet to be audited by an outside source.
- King County has strongly promoted that cities go to recycling to reduce the amount of solid waste and the question needs to be asked whether or not Murrey's assertion include this in their considerations, as they make no mention of the cost savings that the businesses in Pierce County will see if they go to recycling. Waste Management has stated that Pierce County businesses will see significant savings when they go to recycling. Waste Management identifies in their RFP response that they have a plan to educate all business and multifamilies about the value of recycling. I have not seen nor heard the same emphasis from Murrey's. This has economic value though as yet to be identified by either service provider.

DM Disposal asserts that they can save the City's residents \$1.9M but this is calculated on data that lacks consistency and therefore credibility, due to the variance percentages from the numerous sources provided. The percentage variances that I calculated in the findings could be quite significant over a ten year period that the agreement covers. In addition to this, the potential of the recycling savings for the business community may not have been factored into the comparisons with Waste Management. The scoring on Community & Environmental Stewardship which encompasses recycling was weighted at 20%, the financial scoring was weighted at 25%. These recycling savings do have economical value and are being promoted by King County. Finally, some businesses may see an increase in their rates under the new agreement, however the majority of the customers in the City will see decreases as is reflected in the utility taxes and franchise fees projected losses to the General Fund of nearly \$420K over the life of the contract (10 years).

Thank You.

Richard A. Gould
City Administrator



Agenda Bill No. 15-109

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: August 10, 2015

SUBJECT: Transportation Improvement Board (TIB) – Grant Application for 3rd Avenue South Preservation

ATTACHMENTS: Resolution 2015-278
Grant Application

Previous Council Review Date: N/A

Background: Pursuant to RCW 35.77.010, the City is required to maintain a perpetual advanced Six-Year Transportation Improvement Plan (TIP). Maintenance of this plan requires that the City conduct an annual review of its Six-Year TIP to assure that it is consistent with the City's Comprehensive Plan and the Transportation Element of the Comprehensive Plan.

Prior to taking action to confirm the TIP, state law requires that a public hearing be conducted. The city's public hearing was held on June 22, 2015 and the 2016-2021 TIP was adopted by Resolution No. 2015-265. A copy of the 2016-2021 TIP amendments accompanies this agenda bill.

Projects on the adopted City TIP are eligible to receive Federal and State transportation funding. Because road preservation is on the adopted Six-Year TIP it is eligible to pursue grant funding through the TIB 2015 Arterial Preservation program. The 2015 TIP includes \$550,000 for the Road Repair and Preservation Citywide for 2016 - 2018, which includes 3rd Avenue South corridor, from Butte Avenue to Pacific Avenue and from Interurban Trail to Chicago Boulevard. This includes a city match of \$50,000.

Under RCW 36.70A.120, the City is required to perform its activities and make capital budget decisions in conformity with its comprehensive plan. The City's adopted capital facilities plan shows that the City has budgeted \$250,000 in 2016 and an additional \$500,000 in 2017, for the completion of this work.

Summary: City staff recommends that the City submit a TIB Preservation Grant request for funds for preservation of the 3rd Avenue South corridor in the amount of \$429,182, with the City providing matching funds of \$47,687. There are two segments listed in the application: Butte Avenue to Pacific Avenue and Interurban Trail to Chicago Boulevard.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-278.

Motion for Consideration: Move to approve Resolution No. 2015-278, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT BOARD GRANT APPLICATION FOR THE 3rd AVENUE SOUTH PRESERVATION.

Budget Impact: The project cost to complete the construction is approximately \$476,869. The local portion is a 10% match funded by Pacific (\$47,687 from street funds).

Alternatives: Deny this application and either not submit to TIB or remove one of the segments and revise the application accordingly.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-278

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT BOARD GRANT
APPLICATION FOR THE 3rd AVENUE SOUTH PRESERVATION**

WHEREAS the Transportation Improvement Board (TIB) is accepting applications for their FY 2015 grant programs; and

WHEREAS Staff proposes to submit a grant application for the Arterial Preservation Program (APP) which offers preservation grants for all cities with less than \$1 Billion Assessed Valuation. The City of Pacific has created a grant application for eligible projects on functionally classified routes that are in need of an asphalt overlay; and

WHEREAS the estimated costs of the proposed projects are:

<u>TIB Arterial Preservation Program</u>	
Project Cost:	\$ 476,869
TIB Ask:	\$ 429,182
City Match:	\$ 47,687

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

Section 1. The Pacific City Council hereby authorizes the City staff to submit a grant application to the Transportation Improvement Board (TIB) for consideration of funding of the project proposals known as the Arterial Preservation Program (APP) – City of Pacific Road Preservation Project.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



2015 Arterial Preservation Funding Application for Arterial Preservation Program (APP)

Mail **ONE** signed application and required attachments to the TIB Office postmarked no later than **August 21, 2015**.
The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901
For assistance contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via email at GregA@tib.wa.gov

Agency Name	<u>PACIFIC</u>	Legislative District(s)	<u>30</u>
Arterial Names	<u>3rd Avenue South</u>		
Termini	<u>Butte Ave to Pacific Ave and Interurban Trail to Chicago Bl</u>	Congressional District(s)	<u>8</u>
Length in Miles	<u>1 Miles</u>	Find Legislative or Congressional District	
Agency Contact	<u>Jim Morgan</u>	Phone Number	<u>(253) 929-1115</u>
Email Address	<u>jmorgan@ci.pacific.wa.us</u>		

ELIGIBLE FACILITIES

- ◆Urban federally functionally classified streets except state highways
- ◆Sidewalk ramps within the project limits must be brought to current ADA standards
- ◆Grant may not be used as match on federal projects

APPLICATION ATTACHMENTS

Include the following attachments with your application

- Written documentation from provider (if applicable)
- Street map indicating the requested segments.
- Agency official must sign application
- Segment Detail worksheet
- Signed engineer's estimate showing a cost breakdown for each segment
- Letter of commitment from funding partner(s)
- Written concurrence from WSDOT if project is on or connects to a state highway

PROJECT SCHEDULE

Enter target or actual dates

	Date
Start Design Engineering	<u>Jan 2016</u>
Contract Advertisement	<u>Apr 2016</u>
Contract Completion	<u>Nov 2016</u>

ECONOMY OF SCALE INFORMATION

Briefly describe how you propose to gain economy of scale in the space provided below.

The City proposes to contract with King County

PROJECT FUNDING

TIB Fund Distribution

Is TIB funding distributed proportionally through the project phases? YES

Enter Requested Total TIB Funds \$ 429,182

Maximum TIB Ratio **90.0%**

Enter the Total Project Costs to the nearest dollar in cells F41 to F44

	Total Project	TIB Funds	Local Funds
Design Engineering	19,870	17,883	1,987
Construction Engineering	59,609	53,648	5,961
Construction Other		0	
Construction Contract	397,390	357,651	39,739
TOTALS	476,869	429,182	47,687
Noneligible Engineering Engineering exceeding 30% of construction costs is not eligible for TIB reimbursement			0
Other Noneligible Costs (i.e. landscaping , utility undergrounding, sound walls)			
TOTAL ELIGIBLE COST			476,869
TIB Matching Ratio Total TIB Funds/Total Eligible Cost			90%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter or Status	Amount
PACIFIC	Public		
TOTAL			
Funding partners total should equal \$47,687			

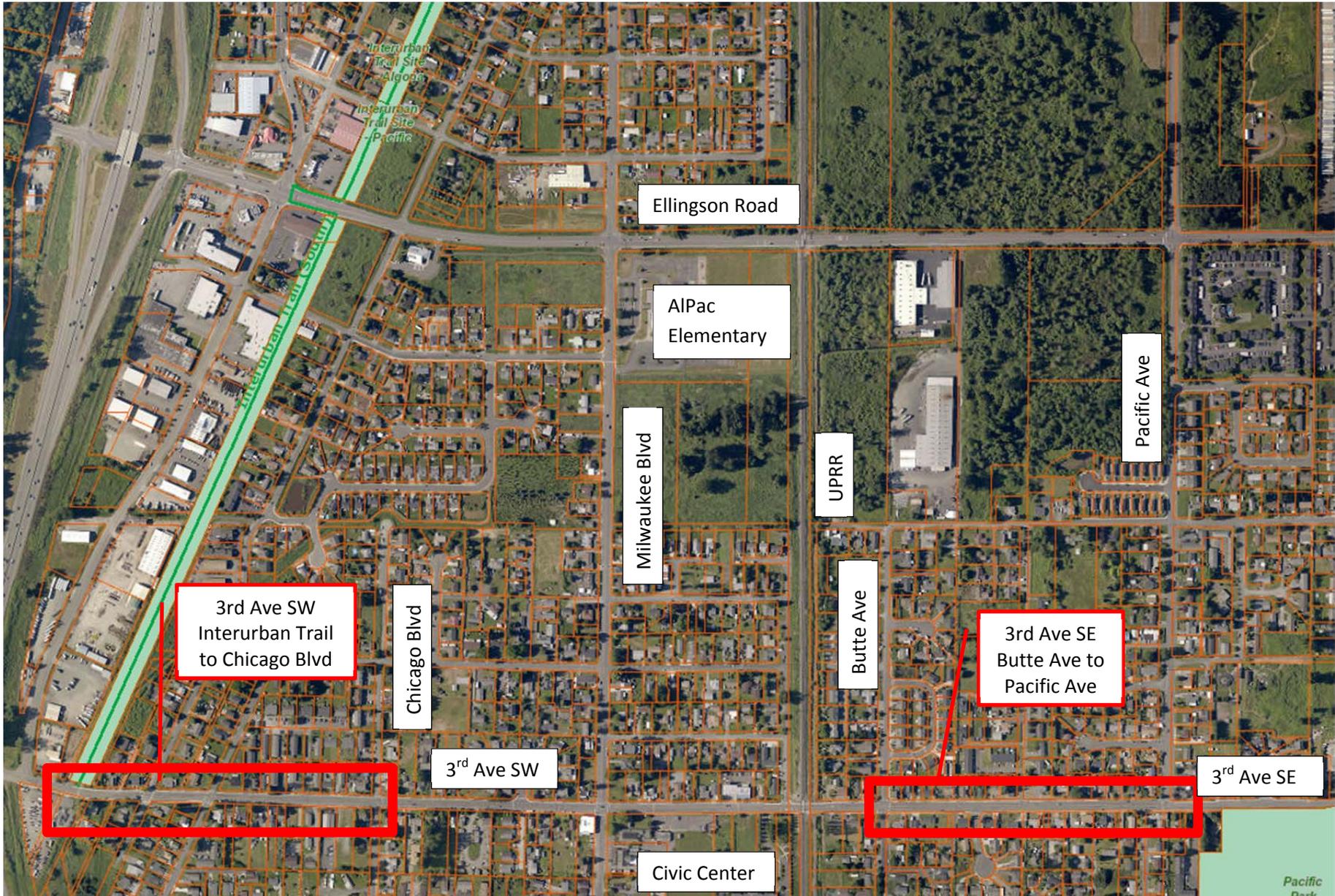
CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Agency Official Signature

Date Signed

Printed or Typed Name & Title



Vicinity Map
City of Pacific
3rd Avenue South Preservation



Cost Estimate Worksheet
TIB Arterial Preservation Program
 Milwaukee Boulevard - 3rd Avenue South to 5th Avenue South

Item No.	Description	Est. Qnt.	Unit	Engineer's Estimate	
				Unit Price	Amount
1	Mobilization (5.0%)	1	LS	\$ 12,100.00	\$ 12,100.00
2	Project Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
3	Roadside Cleanup	1	FA	\$ 2,000.00	\$ 2,000.00
4	Planing Asphalt Conc. Pavement	2,365	SY	\$ 6.00	\$ 14,190.00
5	HMA Prelevel	750	TON	\$ 85.00	\$ 63,750.00
6	HMA CL. 1/2 In. PG 64-22	1,500	TON	\$ 95.00	\$ 142,500.00
7	Inlet Protection	14	EA	\$ 80.00	\$ 1,120.00
8	Adjust Utility to Grade	18	EA	\$ 350.00	\$ 6,300.00
9	Misc (pavement markings, etc.)	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL				\$	254,460.00

Design Engineering	\$	12,723.00
Construction Engineering	\$	38,169.00
TOTAL PROJECT COST	\$	305,352.00
TIB Pacific	90.0% of Total Costs	\$ 244,281.60
	Balance	\$ 61,070.40

This is to certify that the above cost estimate for and by the City of Pacific is based on bid tabs for adjacent agencies and engineering judgement.

Respectfully submitted,
 City of Pacific

 James J. Morgan, P.E.

 Date



Cost Estimate Worksheet
TIB Arterial Preservation Program
 3rd Avenue SW - Interurban Trail to Chicago Boulevard

Item No.	Description	Est. Qnt.	Unit	Engineer's Estimate	
				Unit Price	Amount
1	Mobilization (5.0%)	1	LS	\$ 6,800.00	\$ 6,800.00
2	Project Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
3	Roadside Cleanup	1	FA	\$ 2,000.00	\$ 2,000.00
4	Planing Asphalt Conc. Pavement	1,300	SY	\$ 6.00	\$ 7,800.00
5	HMA Prelevel	410	TON	\$ 85.00	\$ 34,850.00
6	HMA CL. 1/2 In. PG 64-22	820	TON	\$ 95.00	\$ 77,900.00
7	Inlet Protection	11	EA	\$ 80.00	\$ 880.00
8	Adjust Utility to Grade	13	EA	\$ 400.00	\$ 5,200.00
9	Misc (pavement markings, etc.)	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$	142,930.00

Design Engineering	\$	7,146.50
Construction Engineering	\$	21,439.50
TOTAL PROJECT COST	\$	171,516.00
TIB Pacific	90.0% of Total Costs	\$ 137,212.80
	Balance	\$ 34,303.20

This is to certify that the above cost estimate for and by the City of Pacific is based on bid tabs for adjacent agencies and engineering judgement.

Respectfully submitted,
 City of Pacific

 James J. Morgan, P.E.

 Date



Agenda Bill No. 15-110

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: August 10, 2015

SUBJECT: Transportation Improvement Board (TIB) – Grant Application for Milwaukee Boulevard Improvements

ATTACHMENTS: Resolution 2015-279
Grant Application

Previous Council Review Date: N/A

Background: Pursuant to RCW 35.77.010, the City is required to maintain a perpetual advanced Six-Year Transportation Improvement Plan (TIP). Maintenance of this plan requires that the City conduct an annual review of its Six-Year TIP to assure that it is consistent with the City's Comprehensive Plan and the Transportation Element of the Comprehensive Plan.

Prior to taking action to confirm the TIP, state law requires that a public hearing be conducted. The city's public hearing was held on June 22, 2015 and the 2016-2021 TIP was adopted by Resolution No. 2015-265. A copy of the 2016-2021 TIP amendments accompanies this agenda bill.

Projects on the adopted City TIP are eligible to receive Federal and State transportation funding. Because road preservation is on the adopted Six-Year TIP it is eligible to pursue grant funding through the TIB 2015 Arterial Preservation program. The 2015 TIP includes \$1,300,000 for the Milwaukee Boulevard Improvements, from Ellingson Road to 5th Avenue South. This includes a city match of \$222,000.

Under RCW 36.70A.120, the City is required to perform its activities and make capital budget decisions in conformity with its comprehensive plan. The City's adopted capital facilities plan (CFP) shows that the City has budgeted \$850,000 in 2012-2013. The loss of a past Federal Grant has postponed the project. The proposed project is a portion of the full CFP project.

Summary: City staff recommends that the City submit an Urban Arterial Grant request for funds to repair and improve the Milwaukee Boulevard corridor between 3rd Avenue South and 5th Avenue South in the amount of \$480,440, with the City providing matching funds of \$86,632. There are two segments listed in the application: Butte Avenue to Pacific Avenue and Interurban Trail to Chicago Boulevard.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-279.

Motion for Consideration: Move to approve Resolution No. 2015-279, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT BOARD GRANT APPLICATION FOR MILWAUKEE BOULEVARD IMPROVEMENTS.

Budget Impact: The project cost to complete the construction is approximately \$542,072. The local match funded by Pacific (\$86,632 from storm and street funds).

Alternatives: Deny this application and either not submit to TIB or prepare a new application for a different project.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-279

**A RESOLUTION OF A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE SUBMITTAL OF THE TRANSPORTATION IMPROVEMENT
BOARD GRANT APPLICATION FOR MILWAUKEE BOULEVARD
IMPROVEMENTS**

WHEREAS the Transportation Improvement Board (TIB) is accepting applications for their FY 2015 grant programs; and

WHEREAS Staff proposes to submit one (1) grant application for the Urban Arterial Program (UAP) to construct improvements including: pavement, sidewalks and ADA curb ramps at various locations on Milwaukee Boulevard from 3rd Avenue South to 5th Avenue South; and

WHEREAS the estimated costs of the proposed projects are:

TIB Urban Sidewalk Program - Milwaukee

Project Cost: \$ 500,000

TIB Ask: \$ 450,000

City Match: \$ 50,000

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

Section 1. The Pacific City Council hereby authorizes the City staff to submit a grant applications to the Transportation Improvement Board (TIB) for consideration of funding of the project proposals known as the Urban Arterial Program (UAP) – Milwaukee Boulevard.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

PROJECT FUNDING

Are TIB funds distributed proportionally through the project phases? YES Max TIB Ratio **90.0%**

Fill out total costs in F36 to F40. Do not fill in TIB Funds

Enter the Total Project Costs to the nearest dollar in cells F36 to F40

	Phase	Total Cost	TIB Funds	Local Funds
Design Phase	Design Engineering	25,000	No TIB Funds	25,000
	Right of Way		No TIB Funds	
Construction Phase	Construction Engineering	63,250	56,059	7,191
	Construction Other	2,500	2,216	284
	Construction Contract	476,322	422,166	54,156
	TOTAL CONSTRUCTION PHASE	542,072	480,440	61,632
NONELIGIBLE ENGINEERING Engineering exceeding 20% of eligible construction costs is not eligible for TIB reimbursement				0
OTHER NONELIGIBLE COSTS (for example, landscaping greater than 5% of eligible construction costs, new utilities)				0
TOTAL ELIGIBLE COST				542,072
TIB MATCHING RATIO Total TIB Funds/Total Eligible Construction Costs				89%
TIB SCORING RATIO Total TIB Funds/Total Project Cost. Used to calculate overmatch points in Constructability				85%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter or Status	Amount
PACIFIC	Public		86,632
TOTAL			86,632
Funding partners total should equal \$86,632			

Are you seeking other funding for the project? NO

If yes, list other funding being sought: _____

APPLICATION ATTACHMENTS

Include the following attachments with **all** applications

- Excerpt from adopted Six-Year Transportation Improvement Program showing project
- Detailed vicinity map clearly showing project limits
- Detailed project cost estimate signed by a professional engineer registered in Washington State
- Typical roadway section(s)
- Funding commitment letters from all funding partners Number Attached _____
- Crash Analysis worksheet [Link to Request Crash Data from WSDOT](#)
- ~~Intersection configuration worksheet~~
- Excerpt from current agency Comprehensive Plan defining agency CBD & Urban Activity Center(s)
- Written concurrence from WSDOT if project is on or connects to a state highway
- Adopted Bicycle Plan if project includes bicycle facilities
- ~~Development map showing economic development site(s)~~
- ~~Excerpt from current agency Comprehensive Plan defining the economic development project~~
- ~~Bridge sufficiency rating report~~
- Department of Archaeology & Historic Preservation (DAHP) documentation, if completed

CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Agency Official Signature

Leanne Guier, Mayor
Printed or Typed Name & Title

Date Signed

PROJECT DESCRIPTION

Describe the existing conditions

The pavement condition is fair, but may soon be damaged beyond preservation. There is inadequate safe pedestrian access from 5th Avenue South to the Civic Center of Pacific (City Hall, Senior Center, Community Center, and small grocery store) at 3rd Avenue SW. Pedestrian use the street as their walking route. Additionally, this is the proposed route for children to walk to the elementary school at the intersection of Milwaukee and Ellingson. The current storm drainage system is incomplete and creates large areas of ponding on the sides of the road.

Describe the proposed improvements

The project will construct approximately 1,200 feet of curb, gutter, and sidewalk between 3rd Avenue SW and 5th Avenue SW. The proposed improvements are the construction of sidewalks to complete the gap between 3rd Avenue SW and 5th Avenue SW on the westerly and easterly sides of the road, where required. In addition, new ADA ramps will be provided.

Describe the project benefits and its impact on the community

This project will provide a safe pedestrian route to the Civic Center and the elementary school for the residents of more than 300 housing units. This project connects the same individuals with safe pedestrian corridor (3rd Avenue SW) to the interurban trail and AIPac Elementary School. In addition, the project will provide stormwater treatment for surface water run-off from Milwaukee Boulevard.

UTILITY CONDITION

Fill in for each utility present or being installed. Fill in row 96 for any others.

Type	Age (years)	Condition	Treatment	Notes (materials, funding, coordination, etc)
Sewer	31 or older	Good	None	The existing sement will be video taped to verify the adequacy of the line. If required, the main will be slipped lined using utility funds.
Storm Drainage	Unknown	Fair	Replace	The existitng drainage system is comprised of ditches, catch basins, and culverts. These will be replaced with new catch basins and ductile iron pipe.
Water	31 or older	Fair	Replace	The City enterprise fund will be used to replace old A/C mains with ductile iron. Some sections have already been replaced.
Power, phone, and cable	Unknown	Good	Replace	Some poles will be reloacted and the utilities adjusted accordingly.

ROADWAY GEOMETRICS & FEATURES

Fill out the segment details below and intersection details in rows 145 to 155

Significant difference in cross section or ADT constitute a new segment. Additional segments can be added on the "Additional Segments" tab. If the project is an intersection only, skip this section

	SEGMENT ONE		SEGMENT TWO	
	Existing	Proposed	Existing	Proposed
Segment Termini	3rd Ave S to 5th Ave S			
Length (in feet)	1,320			
Average Daily Traffic Volume	3,487			
Pavement Width Curb to Curb or Edge to Edge	18 feet	28 feet		
Number of General Purpose Lanes Do not include Transit/HOV or Continuous Lt Turn Lane	2 lanes	2 lanes		
Number of HOV/Transit Lanes Do not include Continuous Left Turn Lane	0 lanes	0 lanes		
Continuous Left Turn Lane Width	0 feet	0 feet		
Is there a median?	No	No		
Shoulder or Parking Width Enter average width (feet) per side	8 feet	8 feet		
Shoulder or Parking Placement	Intermittent	Intermittent		
Shoulder or Parking Surfacing	Unsurfaced	Surfaced		
Parking Type	Parallel	Parallel		
Percentage of the segment that has on street parking (e.g. parking one side is 50%)	50%	75%		
Curb Placement	None	Both Sides		
Bicycle Lane Type	No Bicycle Facilities	No Bicycle Facilities		
Bicycle Lane Width	0 feet	0 feet		
Pedestrian Buffer Width between Curb and Sidewalk	0 feet	0 feet		
Sidewalk Placement	Intermittent	Both Sides		
Sidewalk Width ¹	4 feet	5 feet		

¹ Sidewalk with curb or physical separation on both sides is required by TIB policy
 Minimum width is **five feet** with **no** obstructions
*Please attach justification if the sidewalk does **not** meet these standards*

Segment Termini	SEGMENT ONE (cont'd)		SEGMENT TWO (cont'd)	
	3rd Ave S to 5th Ave S			
	Existing	Proposed	Existing	Proposed
Segment meets ADA standards	No	Yes		
Is there any street lighting present?	Yes	Yes		
How many major driveways (serves more than 50 parking spaces) are present?	0	0		
How many minor driveways (serves less than 50 parking spaces) are present?	14	14		
How many fixed objects are present?	16	11		
What is the average distance (in feet) from the edge of travel way to the fixed objects?	6 feet	8 feet		

Additional segments can be entered on tab 4 "Additional Segments". After printing put any additional segments into the application in order.

Crash Information

(Information automatically generated from Crash Analysis worksheet)

Multiple-vehicle driveway crashes	Fatal and Injury	0	0
	Property damage only	0	0
Multiple-vehicle nondriveway crashes	Fatal and Injury	0	0
	Property damage only	0	0
Single vehicle crashes	Fatal and Injury	0	0
	Property damage only	1	0
Pedestrian or Bicycle related crashes	Pedestrian	0	0
	Bicycle	0	0

INTERSECTION GEOMETRICS & FEATURES

Enter the existing and proposed geometrics for each intersection

	INTERSECTION ONE		INTERSECTION TWO	
	Existing	Proposed	Existing	Proposed
Intersection location	Milwaukee Boulevard and 4th Avenue South		Milwaukee Boulevard and Bent Tree Avenue	
Major Approach Average Daily Volume	3400+		3400+	
Minor Approach Average Daily Traffic Volume	100		50	
Intersection control	Stop controlled minor approaches	Stop controlled minor approaches	Stop controlled minor approaches	Stop controlled minor approaches
Intersection type	4-Leg	4-Leg	3-Leg	3-Leg
Intersection meets ADA standards	No	Yes	No	Yes
Is there intersection lighting present?	Yes	Yes	Yes	Yes
Is there a dedicated left turn lane	No	No	No	No
Is there a dedicated right turn lane	No	No	No	No
Is there protected left turn phasing?	No	No	No	No

Additional intersections can be entered on tab 3 "Additional Intersections". After printing put any additional Intersections into the application in order.

Crash Information

(Information automatically generated from Crash Analysis worksheet)

Multiple-vehicle crashes	Fatal and Injury	0	0
	Property damage only	0	0
Single vehicle crashes	Fatal and Injury	0	0
	Property damage only	0	0
Pedestrian or Bicycle related crashes	Pedestrian	0	0
	Bicycle	0	0

PROJECT DEFICIENCIES

Select Deficiency Type from the scrolling dropdown menu. Describe the existing deficiency within the project limits
Describe the corrective measure(s) that eliminates or mitigates the deficiency.

DEFICIENCY 1 SIGHT DISTANCE

Describe: The narrow road width permits vehicles to park close to the traveled way limiting visibility of pedestrians.

Corrective Measure(s) Create a wider lane width and deliniate parking further from the traveled way.

DEFICIENCY 2 OBSTRUCTIONS

Describe: There are numerous mailboxes in the corridor.

Corrective Measure(s) Cluster mailboxes in areas to reduce obstructions.

DEFICIENCY 3 DRAINAGE

Describe: Current drainage infrastructure consists of a few catch basins and culverts. The system provides no water quality.

Corrective Measure(s) The proposed system will construct facilites connected to the other drainage network within the City. In addition, there will be some water quality measures added.

DEFICIENCY 4

Describe:

Corrective Measure(s)

DEFICIENCY 5

Describe:

Corrective Measure(s)

DEFICIENCY 6

Describe:

Corrective Measure(s)

DEFICIENCY 7

Describe:

Corrective Measure(s)

Provides Grade Separation between _____ and _____

MOBILITY

CONGESTION

- Project addresses congestion on the system or specific adjacent route. Please describe below

This project will remove pedestrians out of the travelled way and onto sidewalks. This will reduce the potential for vehicle - pedestrian accidents. The added lane width will increase visibility.

NETWORK DEVELOPMENT

Select the appropriate option from the following list

- Completes corridor

Enter termini of corridor being completed

*Project must meet **ALL** of the following criteria to qualify as **COMPLETES CORRIDOR***

- ▶ Project is last stage of corridor between logical limits
- ▶ Corridor is a minimum of 2 miles in length
- ▶ The entire corridor meets urban standards

- Completes gap between existing improvements

Existing improvements must meet urban standards

- Extends existing improvements

Existing improvements must meet urban standards

- Project does **not** complete or extend any existing improvements

MODAL ACCESS

Select transit facility access provided by project

One bus stop within project limits

Select non motorized path access provided by project

Access to designated paved path

Describe non motorized path access

The Interurban Trail trailhead is located on 3rd Avenue SW between Seattle Boulevard and Frontage Road. 3rd Ave SW has bike lanes and sidewalks connecting Milwaukee Boulevard to the Interurban Trail.

Select freight facility access provided by project

Mark ALL freight-carrying modes accessing the facility

- Airplane Rail Ship Truck

Enter Trucks per Day _____

- Project relieves a bottleneck.

CENTRAL BUSINESS DISTRICT/URBAN ACTIVITY CENTER ACCESS

Select CBD/Urban Activity Center Access provided by project

Connects to Central Business District

Briefly describe the CBD/Activity Center access improvement

This project will provide a completed pedestrian corridor from approximately 300 single family residences to the City's Central Business District. The current area consists of the Civic Center Complex (City Hall, Municipal Court, Public Safety, Senior Center, and Community Center), a church and a small grocery store.

SIGNAL MANAGEMENT

- Project adds signal interconnect
 Project connects to Traffic Management Center (TMC)

GROWTH & DEVELOPMENT

You do not need to fill out this section, points will only be given in this section if there is a specific planned development activity.

You selected 'NO' under 'supports a specific economic development site' in cell G19

[Redacted area]

Choose the description that best describes how this project affects the **comprehensive plan**.

[Redacted area]

Choose the description that best describes the status of the **zoning** for the economic development site.

[Redacted area]

Choose the description that best describes the status of the infrastructure tied to the economic development site?

Water at development

[Redacted area]

Sewer at development

[Redacted area]

Power at development

[Redacted area]

Percent of permits issued

[Redacted area]

Describe the development agreement, if one exists:

[Redacted area]

Please provide the following information regarding the ECONOMIC DEVELOPMENT SITE this project supports

Number of dwelling units

[Redacted area]

Total development site acreage

[Redacted area]

Number of jobs created

Commercial building square footage

[Redacted area]

Development Type

[Redacted area]

Choose the description that best describes where the economic **development site is located**.

[Redacted area]

Choose the description that best describes the **proximity** of the project to the economic development site.

[Redacted area]

PHYSICAL CONDITION

Does the project fix any of the following issues?

Bridges No If yes, briefly describe:

Bridge Sufficiency Rating

Walls No If yes, briefly describe:

Stormwater conveyance Yes If yes, briefly describe: The current system consists of a few catch basins and culverts. The complete project will add additional collection and conveyance components, as well as water quality features.

Culverts Yes, Poor Condition If yes, briefly describe:

Slope Stability No If yes, briefly describe:

Select Truck Route Classification from dropdown list: [Link to Freight and Goods Map](#)
 Not a TRUCK ROUTE

Number of peak hour buses 2

SUSTAINABILITY

MODAL MEASURES

Select modal measures within the project limits

- Completes gap in HOV system Enter Gap Location _____
- Adds HOV lanes in each direction
- Adds Queue Jump or Transit Only Lane Enter Location(s) _____

Bicycle Facility

Select option that applies _____

ENVIRONMENTAL MEASURES

Select environmental measures within the project limits

- Agency has Adopted Greenhouse Gas Emissions Policy
Enter Policy Number Res. 959 Adoption Date June 28, 2010
- Incorporates low impact drainage or enhanced treatment stormwater controls
- No permanent irrigation or use of non-potable water for irrigation

Describe the measures below:

- Incorporates Hardscaping or native planting

Describe the measures below:

Will project remove all fish barriers within project limits? _____ No

Describe fish barrier work to be done and any additional funding given specifically for the fish barrier.

- Project enhances stream bank condition

Describe any stream bank enhancement.

- Project restores existing impacted sensitive area(s)

Describe the restoration effort.

ENERGY MEASURES

Select energy measures within the project limits

- Replace or install Low Energy Lighting
- Add Solar-powered Signage

Describe the measures below

RECYCLING MEASURES

- In-place pavement recycling or structural retrofit

Describe the measures below

CONSTRUCTION READINESS

Describe where in the process the project is for each component at the time of application

Plans, specs, estimate percent complete	<u>90%</u>
Permits	<u>Submitted</u>
Right of way	<u>None needed</u>
Cultural resources	<u>DAHP Response received</u>
Sensitive areas	<u>No sensitive areas</u>
Utilities	<u>Utility work needed and fully funded</u>
Are federal permits required for this project?	<u>No</u>

ACCELERATED CONSTRUCTION METHODS

- Road will be closed during construction

Describe below any other accelerated construction methods that will be used.

GROWTH MANAGEMENT INFORMATION

Complete the questions below to address Land Use Implications as directed by Revised Code of Washington (RCW) 47.26.282.

Describe how the project supports or revitalizes existing urban development in the downtown

Describe how the project includes or encourages infill/densification of residential or commercial development consistent with your local comprehensive plan?

Describe how the project promotes the use of transit and other multimodal transportation

The completion of the sidewalk will provide a safe pedestrian corridor to the bus stops located near the intersection of Milwaukee Boulevard and 3rd Avenue South for the stakeholders south of 3rd Avenue.

Indicate the project's multimodal transportation components

Mark ALL existing or planned components

- Sidewalk Bicycle Lanes HOV Lanes Access to Transit Center or Passenger Terminal
- Other - Explain in space below

Transportation Improvement Board (TIB)

Growth Management Information

Funding Program	Urban Arterial Program (UAP)
Agency Name	PACIFIC
Project Name	Milwaukee Boulevard ~ 3rd Avenue South to 5th Avenue South
Project Intent	This project will provide a safe pedestrian route to the Civic Center and the elementary school for the residents of more than 300 housing units. This project connects the same individuals with safe pedestrian corridor (3rd Avenue SW) to the interurban trail and AIPac Elementary School. In addition, the project will provide stormwater treatment for surface water run-off from Milwaukee Boulevard.

Describe how the project supports or revitalizes existing urban development in the downtown

Describe how the project promotes the use of transit and other multimodal transportation

The completion of the sidewalk will provide a safe pedestrian corridor to the bus stops located near the intersection of Milwaukee Boulevard and 3rd Avenue South for the stakeholders south of 3rd Avenue.

The project adds the following multimodal components:

Sidewalk

Access to Transit Center or Passenger Terminal

Other Multimodal Components:

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



Vicinity Map
City of Pacific
Milwaukee Boulevard Improvements

100 3rd Avenue Southeast
 Pacific, WA 98047
 jmorgan@ci.pacific.wa.us



Phone: (253)929-1110
 Fax: (253)887-9910

Preliminary Cost Estimate Worksheet

Project: **Milwaukee Boulevard Widening and Overlay**

Date: 27-Feb-08

By: JJM

Item Number	Spec. Sec.	Description	Bid Qty	Units	Unit Price	Total Bid Amount
1	1-04	Minor Changes	1	LS	\$ 10,000.00	\$ 10,000.00
2	1-05	Roadway Surveying	1	LS	\$ 5,000.00	\$ 5,000.00
3	1-07	Warantee Defect Bond	1	LS	\$ 500.00	\$ 500.00
4	1-09	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
5	1-10	Temp Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
6	2	Asphalt Concrete Removal	500	SY	\$ 9.00	\$ 4,500.00
7	2	Concrete Sidewalk Removal	275	SY	\$ 10.00	\$ 2,750.00
8	2	Concrete Curb and Gutter Removal	500	LF	\$ 5.00	\$ 2,500.00
	2	Storm Pipe Removal	400	LF	\$ 1.00	\$ 400.00
9	4	CSBC	200	TN	\$ 24.00	\$ 4,800.00
10	4	CSTC	200	TN	\$ 25.00	\$ 5,000.00
11	4	Shoulder Ballast	200	TN	\$ 20.00	\$ 4,000.00
12	5-04	Asphalt Pavement Planing	3,200	SY	\$ 7.00	\$ 22,400.00
13	5-04	HMA Overlay	700	TN	\$ 85.00	\$ 59,500.00
14	5-04	HMA for Repair and Widening	200	TN	\$ 125.00	\$ 25,000.00
16	7-01	Storm Pipe, 12-inch Dia	938	LF	\$ 60.00	\$ 56,280.00
17		Catch Basin, Type 1	10	EA	\$ 1,375.00	\$ 13,750.00
18	7-05	Catch Basin Adjustment	8	EA	\$ 350.00	\$ 2,800.00
19	7-05	Water Valve Adjustment	6	EA	\$ 250.00	\$ 1,500.00
20	7-17	Sewer Manhole Adjustment	4	EA	\$ 350.00	\$ 1,400.00
	8	Inlet Protection	10	EA	\$ 100.00	\$ 1,000.00
21	8	Concrete Sidewalk	1,230	SY	\$ 41.00	\$ 50,430.00
22	8	Concrete Curb and Gutter	2,500	LF	\$ 16.50	\$ 41,250.00
22	8	Driveway Approach	160	SY	\$ 73.00	\$ 11,680.00
		Curb Ramp	11	EA	\$ 1,200.00	\$ 13,200.00
23	8-09	Raised Pavement Markers	1	LS	\$ 500.00	\$ 500.00
24	8-22	Stop Bar	80	LF	\$ 10.00	\$ 800.00
25	8-22	Striping (4-inch)	11,700	LF	\$ 0.35	\$ 4,095.00
26	8-22	Crosswalk Striping	462	SF	\$ 9.00	\$ 4,158.00
27	8-22	Landscape Restoration	1	LS	\$ 15,000.00	\$ 15,000.00

Subtotal (Sum of Items 1 thru 27) \$ 414,193.00

Revenue Rule 171

Final Construction Total **\$ 414,193.00**

Contingency - 15% \$62,128.95

Engineering \$ 20,000.00

Inspection \$ 55,000.00

Permits \$ 2,500.00

Project Cost **\$ 553,821.95**

TIB Ask \$ 480,440

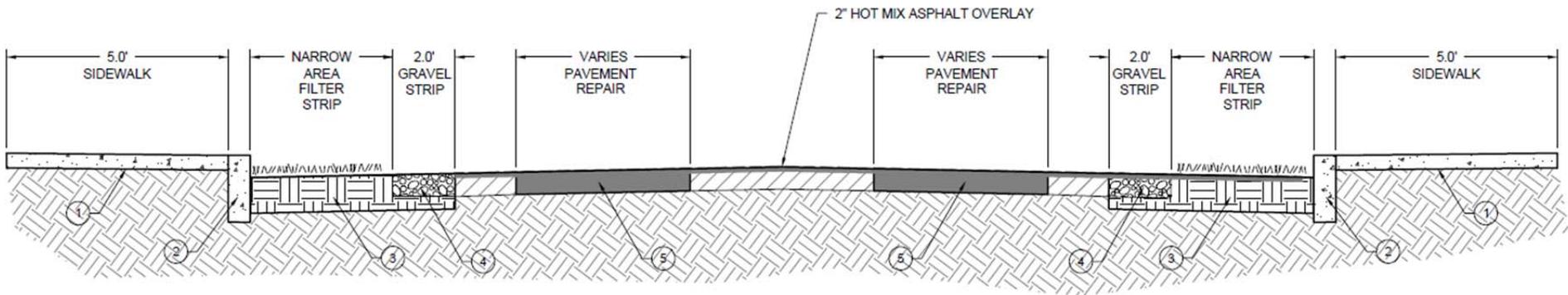
City Match \$ 73,382

This is to certify that the above cost estimate for and by the City of Pacific is based on bid tabs and engineering judgement.

Respectfully submitted,
 City of Pacific

James J. Morgan, P.E.

Date



TYPICAL ROADWAY CROSS SECTION

NOT TO SCALE

1

KEYNOTES

- ① CONCRETE SIDEWALK PER WSDOT STD PLAN F-30.10-02
- ② CONCRETE TRAFFIC CURB PER WSDOT STD PLAN F-10.12-02
- ③ NARROW AREA FILTER STRIP PER DETAIL $\frac{8}{-}$
- ④ 6" PERMEABLE BALLAST PER WSDOT 9-03.9(2)
- ⑤ HMA PAVEMENT REPAIR PER DETAIL $\frac{5}{-}$
- ⑥ ROUNDABOUT TRUCK APRON CEMENT CONC. CURB & GUTTER

TIB Urban Crash Analysis Worksheet

for Urban Arterial Program (UAP)

Agency **PACIFIC**

Project Name Milwaukee Boulevard - 3rd Avenue South to 5th Avenue South

INSTRUCTIONS

- ♦ Fill out the roadway geometrics and features (segments and intersections) information on application first
- ♦ Use crash data from the three most current years
- ♦ Fill out one line per crash
- ♦ Enter the location from the dropdown the appropriate intersection or segment where the crash occurred
- ♦ Specify if it is a Property Damage Only (PDO) crash or the number of Injuries and Fatalities for each crash
- ♦ Enter the number of Vehicles involved
- ♦ Enter the Primary Countermeasure to eliminate or mitigate the crash

Select Crash Location (Choose from intersections and segments identified in application)	Select Crash Type	Is this a PDO crash?	Enter Number of Injuries	Enter Number of Fatalities	Number of Vehicles involved	Enter Primary Countermeasure
Segment 1:3rd Ave S to 5th Ave S	Vehicle non-driveway	yes	0	0	1	

Fish and Wildlife Habitat Area: These areas are identified as being of critical importance to the maintenance of fish, wildlife, and plant species. The principal Fish and Wildlife Habitat areas within the Pacific planning area are the White/Stuck River floodplain and its associated stream reaches and riverine wetlands, Trout Lake and its associated wetlands, and the steep wooded slopes that form the west wall of the valley floor.

Flood Hazard Areas: These lands within a floodplain are subject to a one percent or greater chance of flooding in any given year. The floodplain consists of two components: the floodway, and the flood fringe.

The floodway is that portion of the floodplain which is subject to inundation by deep and fast moving waters. Development within the floodway is prohibited since these waters have the potential to displace structures.

The flood fringe is that portion of the floodplain outside the floodway which is subject to inundation by relatively slow-moving waters, generally known as the base flood or 100-year flood (one percent chance per year). The White/Stuck River flood fringe is Pacific's principle aquifer recharge area.

Although development within the flood fringe does not pose near the hazard as in the floodway, it is still generally unsuitable for most structural development. In some cases, development might be suitably mitigated to limit structural improvements to higher ground portions of a parcel. There are currently numerous commercial and residential structures within the White River flood fringe.

Wetlands: The GMA defines wetlands as "areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas." Artificial wetlands intentionally created for non-wetland sites, such as irrigation and drainage ditches, grass-lined swales, canals, detention facilities, and landscape amenities are not considered to be wetlands. However, wetlands

may include "artificial wetlands intentionally created from non-wetland areas created to mitigate conversion of wetlands, if permitted by the county or city."

Trout Lake and its associated wetlands are bounded by an established single-family residential neighborhood. Less significant wetlands throughout the planning area, that are isolated from the waters of the river and lake systems, may support fish and wildlife habitat.

Geologically Hazardous Areas:

Geologically Hazardous Areas are defined by the GMA as "areas that because of their susceptibility to erosion, landslide, earthquake, or other geologic event, are not suited to the siting of commercial, residential, or industrial development, consistent with public health or safety concerns."

Generally, these are areas in which there is a possibility that a certain type of potentially destructive geologic activity will take place. The geologic hazards likely to impact the Pacific planning area are erosion, landslide, seismic, and volcanic. Specific areas such as the steep hillsides located west of West Valley Highway may be subject to geologic events such as mass wasting (slope failure), debris flows, rock falls, or differential settlement. Steep terrain is a principle component of each of these hazards.

The Natural Environment chapter discusses geologically hazardous areas, including Erosion, Landslide, Seismic, Steep Slopes, Volcanic, Aquifer Recharge and Flood hazard areas.

2.2 Land Use Classifications

Residential Land Use

This category includes all land used for residential purposes, including single family dwellings, multiple-family dwellings, mobile homes, and public uses such as schools, parks, and churches that support residential uses. For a more detailed description of residential land use, see the Housing element.

Total Residential Land Use: The City of Pacific has over 50% of its total land area in residential uses.

Number of Dwelling Units by Type: The King County portion of Pacific had 2,025 housing units in 2000. These included 767 multiple-family units, 1,160 single family homes and 170 mobile homes. The Pierce County portion of the City contained 145 residents in the same year, but residential uses are being phased out in that area.

Low and Medium Density Residential Land Use: Approximately 660 acres, or 43% of all land, and 93% of all residentially zoned land is developed at an average density of four to five dwelling units per acre in Pacific. Single-family land uses are concentrated in the King County portion of Pacific, and Low Density Residential is limited to the West Hill area. Existing residences in the Pierce County portion of Pacific will persist for a time as a nonconforming use, and will eventually be replaced by industrial, commercial, and office park uses.

High Density and High Density (Limited) Residential Land Use: There are 137 acres of multiple-family zoned land in Pacific (9% of all land, and 21% of all residentially zoned land).

High Density Residential land use is concentrated in the northeast area of Pacific, primarily along Ellingson Road. Small areas of High Density (Limited to duplexes and triplexes) Residential exist adjacent to this area and near SR 167 to the west and southwest within King County.

Build-Out Potential: The City has potential for additional residential development within the existing incorporated land area. The actual calculation of the City's capacity once completely developed is presented in the analysis in Section 2.3.

Commercial Land Use

This category includes all land used for retail and wholesale trade, offices, hotels and motels, restaurants, service outlets, automobile service stations, and repair facilities.

Neighborhood Business: This is low intensity land use including scattered neighborhood businesses such as convenience stores and

service stations. A developing commercial node could expand into a city center at the intersection of 3rd Avenue S.E. and Milwaukee Boulevard.

“Neighborhood Center” is a zoning overlay designation that applies to all property generally within 800 feet of the center of this intersection and fronting on either 3rd Avenue S. or Milwaukee Boulevard S. The City Hall complex, which includes the City Offices and Municipal Court, Community Center/Gymnasium, Senior Center, and Volunteer Park Ballfield are located on the southeast corner. A neighborhood grocery is located on the southwest corner. Along 3rd Avenue S.E., to the southeast of the City Hall and Senior Center is a recently completed senior housing complex. A church, gift shop and post office, and the Fire and Police Station are on the north side of 3rd Avenue S.E.

As an overlay district, it is not intended to replace the underlying residential, commercial or other zoning district, and it is specifically not intended to create any new nonconforming uses. Rather it is an alternative land use regulatory scheme that will allow a mix of low intensity commercial uses along with the primarily single family uses. Other than single family residential, the NC Overlay will allow multiple family above first floor non residential uses.

Commercial-Residential Mixed Use: This is a mix of moderate intensity land uses envisioned for areas well served by arterials and with some service by transit. The commercial residential mixed use district is intended to allow and encourage a compatible mix of commercial, retail, service and residential uses in compact, attractive developments within areas currently designated by the Comprehensive Plan and by the zoning for commercial uses only. The purpose of allowing mixing of residential uses with commercial uses is to provide a market incentive for development of infill properties and to encourage development of a denser, compact, livable, and walkable community.

In addition, mixed use development can help the City meet regional housing and population projections by allowing housing in areas that previously did not allow residential uses. The Commercial Residential Mixed Use District has a height limit that allows three stories as incentive for compact, dense development. Likewise, the mixed use district regulations will allow reduced



RECEIVED
CITY OF PACIFIC
MAR 04 2011
COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

STATE OF WASHINGTON

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

1063 S. Capitol Way, Suite 106 • Olympia, Washington 98501

Mailing address: PO Box 48343 • Olympia, Washington 98504-8343

(360) 586-3065 • Fax Number (360) 586-3067 • Website: www.dahp.wa.gov

March 2, 2011

Mr. James Morgan
Pacific
100 3rd Avenue SE
Pacific, WA 98047

In future correspondence please refer to:

Log: 030211-16-PI

Property: Milwaukee Blvd Sidewalk

Re: No Historic Properties Affected

Dear Mr. Morgan:

We have reviewed the materials forwarded to our office that describe the above referenced project. We find it unlikely that the project as proposed would impact important cultural resources in the project area. You may proceed without further cultural resource assessment or oversight from our department.

These comments are based on the information available at the time of this review and on behalf of the State Historic Preservation Officer in conformance with Governor's Executive Order 05-05. Should additional information become available, our assessment may be revised. We would appreciate receiving any correspondence or comments from concerned tribes or other parties concerning cultural resource issues that you receive as you consult under the requirements of EO 05-05.

Thank you for the opportunity to review and comment. If you have any questions, please contact me.

Sincerely,

Lance Wollwage, Ph.D.
Transportation Archaeologist
(360) 586-3536
lance.wollwage@dahp.wa.gov



AGENDA BILL NO. 15-111

TO: Mayor/City Council

FROM: Jack Dodge, Community Development Manager

MEETING DATE: August 3, 2015

SUBJECT: Anthem Heights Final Plat Approval LP-07-001

ATTACHMENTS:

1. Anthem Heights Final Plat Plan
2. Draft Resolution 2015-280

Previous Review Date: None
City Council: None

Summary:

Background

State Requirement

Under the RCW (Revised Code of Washington) 58.17.140 (2) final plats must be approved, disapproved, or returned to the applicant within 30 days of filing a complete application. The applicant submitted a complete application on July 27, 2015. A decision regarding the final plat must be completed by August 27, 2015.

City Requirements

The Pacific Hearing Examiner recommended approval of the Anthem Heights preliminary plat to City Council after conducting a public hearing on April 17, 2007. The City Council accepted the Hearing Examiner recommendation and approved the preliminary plat at their June 11, 2007 meeting. Under Pacific Municipal Code (PMC) 19.08.090 and 19.08.090, an applicant may apply for Final Plat approval subject to meeting all of the requirements/conditions of the Preliminary Plat approval and the Final Plat Requirements under PMC 19.08.100 B.

The following describes the Final Plat conditions and the staff's description (*in italics*) as to whether the application meets the conditions.

PMC 19.08.100 (B) Final Plat Requirements

1. The final plat shall be drawn to a scale of not less than one inch representing 100 feet unless otherwise approved by the director on sheets 18 inches by 24 inches. If more than one sheet is required each sheet shall be of the above specified size. When two or more sheets are required, an index sheet shall be required showing the entire subdivision, with street and highway names and block numbers. The index sheet may be of a scale smaller than one inch representing 100 feet. The original

drawing shall be in black ink on stabilized mylar with a two-inch left side border and half-inch border on the other three sides, and shall contain the following information:

The plat is drawn at 1"=40'

- a. Date, title, name and location of subdivision, graphic scale, north point, and datum of north point. The datum of north point shall be an acceptable datum as prescribed by the city engineer;

Title, name, location, graphic scale, north point, and basis of bearing of subdivision are included on the plat.

- b. The lines of all streets and roads, alley lines, lot lines, lot and blocks numbered in numerical order, reservations, easements, and any areas to be dedicated to public use, with notes stating their purpose and any limitations;

The right-of-way lines, lot lines, sequential lot numbers, etc., are on the plat.

- c. Sufficient data to determine readily and reproduce on the ground the location, bearing, and length of every street, easement line, lot line, boundary lines and block line;

AHBL, Inc., the City's consultant, has reviewed and approved the lot closures, title report, and other related survey data.

- d. All dimensions to the nearest one hundredth of a foot and angles and bearings in degrees, minutes, and seconds;

AHBL, Inc. has reviewed and approved the lot closures, title report, and other related survey data.

- e. Lambert coordinates, if provided by the public works department, for permanent control monuments shall be shown on the final plat as determined by the city engineer's office;

The City does not provide Lambert Coordinates.

- f. All interior permanent control monuments shall be located as determined by the director and shall be clearly shown on the final plat;

Monuments have be installed by the applicant.

- g. All interior monuments shall be installed prior to the release of any bond;

Monuments will be installed for this project after the final lift of asphalt. No bonds will be released until the installation of the interior monuments.

- h. The final plat shall be mathematically correct;

AHBL, Inc. has reviewed and approved the lot closures, title report, and other related survey data.

- i. The final plat shall be accompanied by an approved printed computer plot closure or demonstrated mathematical plot closure on all lots, streets, alleys and boundaries;

AHBL, Inc. has reviewed and approved the lot closures, title report, and other related survey data.

- j. A legal description of the land to be subdivided shall be shown on both the title report and final mylar;

AHBL, Inc. has reviewed and approved the lot closures, title report, and other related survey data.

- k. The final plat shall be accompanied by a complete survey of the section or sections in which the plat or replat is located, or as much thereof as may be necessary to properly orient the plat within such section or sections. The plat and section survey may be required to be submitted with complete field and computation notes showing the original or reestablished corners with descriptions of the same and the actual traverse showing error of closure and method of balancing. The error of closure of any and all traverses shall not exceed one foot in 10,000 feet. A sketch showing all distances, angles and calculations required to determine corners and distances of the plat shall accompany this data.

AHBL, Inc. has reviewed and approved the lot closures, title report, and other related survey data.

2. **Final Plat Certificates.** In addition to other requirements as specified herein, the final plat shall contain or be accompanied by the following:

- a. Certification showing that streets, rights-of-way and all sites for public use have been dedicated;

The certificate for street and easement dedications is complete.

- b. Certification by a licensed land surveyor that a survey has been made and that monuments and stakes will be set;

The survey certificate is on the first sheet of the plat.

- c. Certification by the agencies responsible for sewage disposal and water service that the methods of sewage disposal and water service are adequate;

The City is providing water and sewer service. A certificate is not required.

- d. Certification by the city engineer that the developer has complied with either of the following alternatives:

- i. All improvements have been installed in accordance with the requirements of these regulations, or

- ii. Certain improvements have been deferred according to PMC 19.08.050;

All of the improvements have been completed.

- e. The developer shall furnish the city a plat certificate from a title insurance company documenting the ownership and title of all interested parties in the plat, subdivision, or dedication and listing all encumbrances. The certificate shall be dated within 45 days prior to the granting of the final plat by the city council;

The plat certificate has been submitted and approved by the City Attorney.

- f. Certification by the county finance department that taxes have been paid in accordance with Section 1, Chapter No. 188, Laws of 1927 (RCW 58.08.030 and 58.08.040) and that a deposit has been made with the county finance department in sufficient amount to pay the taxes for the following year;

This will be provided prior to the recording of the plat.

- g. Certification by the city treasurer that there are no delinquent special assessments and that all special assessments certified to the city treasurer for collection on any property herein contained dedicated for streets, alleys or other public uses are paid in full;

There are no delinquent special assessments on the property.

- h. Certification of approval to be signed by the city engineer;

The City engineer certifies that all survey issues are met and the project infrastructure is constructed.

- i. Certification of approval to be signed by the director;

The Public Works and Community Development Managers certify the all conditions are met.

- j. Copies of any restrictive covenants as may be used in the subdivision.

There are no proposed restrictive covenants for this project.

3. Whenever a survey of a proposed subdivision reveals a discrepancy, the discrepancy shall be resolved before the filing of the final plat. As used in this subsection, "discrepancy" means: a boundary hiatus; an overlapping boundary; or a physical appurtenance, which indicates encroachment, lines of possession or conflict of title.

AHBL, Inc. has reviewed and approved the lot closures, title report, and other related survey data.

Hearing Examiner Decision/Conditions (together with staff responses in italics)

1. All work shall conform to current City of Pacific public works and surface water standards.

All improvements conform to current City of Pacific public works and surface water standards.

2. Half-street improvements and right-of-way dedication shall be required for both 1st Avenue E. and Skinner Road.

Half-street improvements and right-of-way dedication have been completed.

3. The 20" Access and Utility Easement shown on the plat map submitted March 12, 2007, shall be converted to a minimum 15' wide panhandle access that is part of Lot 9, thereby avoiding future access and maintenance issues between Lot 9 and Lot 10. Lot square footage must then be re-calculated for both Lot 9 and Lot 10.

This has been completed.

Recommended Action:

1. Open discussion regarding the Anthem Heights final plat.
2. Place the final plat decision on the August 24, 2015 Council agenda.

Recommended Motion:

**CITY OF PACIFIC, WASHINGTON
RESOLUTION NO. 2015-280**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
APPROVING THE FINAL PLAT OF ANTHEM HEIGHTS SUDIVISION
LP-07-001, LOCATED AT 1st AVENUE E AND SKINNER ROAD

WHEREAS, Anthem Heights is a subdivision of approximately 2.6 acres that is to be developed into 13 lots for 13 single-family residences; and

WHEREAS, for compliance with SEPA, a Mitigated Determination of Non-Significance (MDNS) was issued on November 21, 2007 with conditions; and

WHEREAS, the Hearing Examiner conducted a Public Hearing on April 9, 2007 and issued his findings on May 17, 2007 which were amended on May 29, 2007, recommending approval to City Council (subject to 3 conditions) of Anthem Heights Subdivision; and

WHEREAS, the City Council approved the preliminary plat of Anthem Heights Subdivision at their regular meeting on June 11, 2007; and

WHEREAS, on July 2, 2015 the City received an application for final plat from the property owner; and

WHEREAS, the City staff has determined that the developer has completed the required construction of public and private improvements; and

WHEREAS, the City staff reviewed the application and related materials, and determined that the developer has complied with all the conditions established by the Hearing Examiner and City Council; and

WHEREAS, the City staff receive the plat certificate required under Pacific Municipal Code (PMC) on July 27, 2015 which was reviewed and approved by the City Attorney on _____ July 29, 2015; and

WHEREAS, the City staff determined that the application complied with all other requirements for final plat approval (RCW 58.17.170), as shown in the Memo from Jack Dodge, Community Development Manager, to the Mayor and City Council, dated July 20, 2015; Now, Therefore,

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

Section 1. The City Council hereby adopts the Memo from Jack Dodge, Community Development Director, to the Mayor and City Council, dated August 3, 2015, as the findings of fact and conclusions to support this decision. The City Council

hereby finds that the Anthem Heights Subdivision Final Plat LP 07-001 meets all of the requirements for final plat, as stated in that Memo, and that the Plat is hereby approved. The City Council authorizes the Mayor to sign the face of the final plat as approved, and authorizes the Community Development Manager to collect funds from the developer to record the final plat.

PASSED BY THE CITY COUNCIL this 10th day of August, 2015.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

Carol Morris, City Attorney

ANTHEM HEIGHTS SUBDIVISION

PORTION OF SE 1/4 OF THE NE 1/4 SEC. 36,
TOWNSHIP 21 N., RANGE 4 E., WM KING COUNTY
IN THE CITY OF PACIFIC

CITY OF PACIFIC PLAT NO. LP-07-001

10/1/15

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC PRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE. HEREON AND DEDICATE THE USE THEREOF FOREVER FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO USE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE DRAINAGE OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC. IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSONS OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF PACIFIC AND/OR KING COUNTY, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF PACIFIC AND/OR KING COUNTY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF PACIFIC AND/OR KING COUNTY, ITS SUCCESSORS AND ASSIGNS HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION, PROVIDED THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF PACIFIC AND/OR KING COUNTY, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF PACIFIC AND/OR KING COUNTY, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION DEDICATION, WAIVER OF CLAIMS AND AGREEMENTS TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS

UNITY GROUP, LLC, A WASHINGTON LIMITED LIABILITY CORPORATION

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
COUNTY OF KING) S.S.

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE OFFICERS OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS PROPER OFFICER THIS _____ DAY OF _____, 20____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SAID SEAL THIS DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____

STATE OF WASHINGTON)
COUNTY OF KING) S.S.

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE OFFICERS OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS PROPER OFFICER THIS _____ DAY OF _____, 20____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SAID SEAL THIS DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____

LEGAL DESCRIPTION

(TAX PARCEL #335440-0080) PER TITLE REPORT #00119109, EFFECTIVE DATE APRIL 17, 2015.

TRACT 23, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 240 FEET THEREOF.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO ANY POWER COMPANY, AND GAS COMPANY, AND TELEPHONE COMPANY, AND ANY CABLE COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE STREET(S), IF ANY AND THE EXTERIOR FIVE (5) FEET OF ALL LOTS, TRACTS, AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S), IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

PUBLIC SEWER EASEMENT

ALL PUBLIC EASEMENTS AS SHOWN ON THIS PLAT SHALL BE FOR MUNICIPAL PURPOSES IN FAVOR OF THE CITY OF PACIFIC, ITS SUCCESSORS AND ASSIGNS (HEREINAFTER "GRANTEE") UNLESS NOTED OTHERWISE. SAID EASEMENTS ARE TO BE USED FOR THE BENEFIT OF THE ENTIRE PLAT AND THE PURPOSE OF SERVING OTHER PROPERTIES. ALL EASEMENTS IN FAVOR OF THE GRANTEE SHALL TAKE PRECEDENCE OVER ANY OTHER EASEMENTS HEREIN RESERVED.

WITHIN THE BOUNDARIES OF THOSE PUBLIC EASEMENTS AREAS GRANTOR SHALL NOT CONSTRUCT OR ERECT ANY BUILDING, WALL, ROCKERY, FENCE OR STRUCTURE OF ANY KIND, NOR SHALL GRANTOR PLACE ANY FILL MATERIAL. GRANTOR SHALL NOT MAKE ANY EXCAVATION WITHIN THREE FEET OF ANY PUBLIC EASEMENT. GRANTOR SHALL MAINTAIN THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA AT THE CURRENTLY EXISTING ELEVATION. IF ANY SUCH CONSTRUCTION, PLACEMENT PLANTING, EXCAVATION OR CHANGE IN GROUND LEVEL OCCURS, AS DESCRIBED IN THIS PARAGRAPH, THEN GRANTEE MAY EXERCISE ITS RIGHT TO REMOVE SUCH OBSTRUCTIONS WITHOUT NOTICE.

PLAT APPROVAL - CITY OF PACIFIC LP-07-001

THE OWNERS OF LOTS 7 - 13 INCLUSIVE SHALL PRESERVE AND MAINTAIN THE DRAINAGE FACILITIES (INLETS, PIPES, SWALES, ETC.) LOCATED IN THE PRIVATE STORM DRAINAGE EASEMENT.

THE OWNERS OF LOTS 1 - 13 INCLUSIVE SHALL PRESERVE AND MAINTAIN THE DRAINAGE TRACT "A" FACILITIES (INLETS, PIPES, SWALES, ETC.) LOCATED IN THE PRIVATE STORM TRACT "A" DRAINAGE AREA.

LOTS 3, 4, & 7 THROUGH 13, SHALL ACCESS BY WAY OF ANTHEM PLACE. LOTS 5 AND 6 SHALL ACCESS BY WAY OF SKINNER ROAD.

PLAT APPROVAL - CITY OF PACIFIC LP-07-001

APPROVAL IS GIVEN TO THIS PLAT AS HAVING MET COMPLIANCE WITH THE FOLLOWINGS:

- APPLICABLE PUBLIC WORKS DEVELOPMENT REGULATIONS & PACIFIC MUNICIPAL CODE
- CONSISTENCY WITH THE COMPREHENSIVE PLAN AND ZONING REGULATIONS.
- APPLICABLE CONDITIONS OF PRELIMINARY PLAT APPROVAL.
- APPROVALS BY THE CITY ADMINISTRATOR, PUBLIC WORKS MANAGER & CITY ENGINEER.

SIGNED: _____ DATE: _____
COMMUNITY DEVELOPMENT MANAGER

SIGNED: _____ DATE: _____
CITY ENGINEER

SIGNED: _____ DATE: _____
PUBLIC WORKS MANAGER

DEDICATION AND IMPROVEMENTS ACCEPTED BY THE CITY:

THIS _____ DAY OF _____, 20____.

SIGNED: _____ DATE: _____
MAYOR, CITY OF PACIFIC

KING COUNTY FINANCE DIRECTOR'S CERTIFICATE;

I HEREBY CERTIFY THAT TAXES HAVE BEEN PAID IN ACCORDANCE WITH SECTION 1, CHAPTER NO. 18B OF THE 1927 (RCW 58.08.030 AND 040) AND THAT A DEPOSIT HAS BEEN MADE WITH THE COUNTY FINANCE DEPARTMENT IN SUFFICIENT AMOUNT TO PAY THE TAXES FOR THE FOLLOWING YEAR.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

DIRECTOR OF FINANCE DEPUTY DIRECTOR OF FINANCE

RECORDING CERTIFICATE

RECORDER'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____, 2015 AT _____ M
IN BOOK _____ OF PLATS, PAGE(S) _____, AT THE REQUEST
OF TOUMA ENGINEERS AND LAND SURVEYORS.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF ANTHEM HEIGHTS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 4E, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON, THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



Dan M. Touma 7/1/15
DAN M. TOUMA
CERTIFICATE NO 38992
TOUMA ENGINEERS & LAND SURVEYORS, PLLC
255 SW 41st STREET
RENTON, WASHINGTON 98057
PHONE: 425-251-0665

SHEET 1 OF 2

ATTACHMENT

TOUMA ENGINEERS & LAND SURVEYORS
6632 SOUTH 191ST PLACE, SUITE E-102 • KENT, WA 98032
PHONE: (425) 251-0665 • FAX: (425) 251-0625

ANTHEM HEIGHTS SUBDIVISION

PORTION OF SE 1/4 OF THE NE 1/4 SEC. 36,
TOWNSHIP 21 N., RANGE 4 E., WM KING COUNTY
IN THE CITY OF PACIFIC

CITY OF PACIFIC PLAT NO. LP-07-001



LEGEND

- △ ANGLE POINT
- ⊕ SURFACE MONUMENT
- ⊕ PROPOSED MON IN CASE
- ⊕ EX PK NAIL
- ⊕ EX MON IN CASE
- ⊕ EX REBAR / PIPE AS NOTED
- SET 1/2" REBAR & CAP #38992
- (M) SECTION CORNER
- (P1) PLAT OF MEGAN'S MEADOWS 1 REC NO 20081229001125
- (C) CALCULATED
- ⊕ SECTION CORNER
- ⊕ QUARTER CORNER
- 444 STREET ADDRESS



GRAPHIC SCALE



SURVEY NOTES

(1 IN FEET)
1 inch = 40 ft
INSTRUMENT: TOPCON GPT 3000W TOTAL STATION
METHOD USED: FIELD TRAVERSE WITH ACTUAL FIELD MEASUREMENTS AND ANGLES
WAC 332-130-090
DATE OF SURVEY: AUGUST 2008
BASIS OF BEARING: WEST LINE OF THE NE 1/4 OF SECTION 36-21-4 (N00°09'20"E)
REFERENCE SURVEYS PLAT OF MEGAN'S MEADOWS VOL 250 PGS 54-55, REC # 20081229001125



CONDITIONS OF APPROVAL

LOTS 3, 4, & 7 THROUGH 13, SHALL ACCESS BY WAY OF ANTHEM PLACE; LOTS 5 AND 6 SHALL ACCESS BY WAY OF SKINNER ROAD.

OAKHURST PLAT
VOL 162, PGS 54-55

LINE	LENGTH	BEARING
L1	2.35	N88°56'53"E
L2	15.00	N00°03'42"E
L3	15.00	N88°58'56"E

CURVE	LENGTH	RADIUS	DELTA
C1	30.81	20.00	88°15'20"
C2	32.02	20.00	91°44'40"
C3	21.03	25.00	48°11'23"
C4	34.70	50.00	39°46'04"
C5	78.54	50.00	90°00'00"
C6	27.96	50.00	31°55'42"
C7	20.34	50.00	23°18'22"
C8	18.83	50.00	21°34'53"
C9	53.56	50.00	61°22'25"
C10	21.03	25.00	48°11'59"
C11	30.81	20.00	88°15'20"
C12	7.35	50.00	08°25'19"



CENTER SECTION 36-21-4
INTERSECTION OF PACIFIC
AVE & 3rd AVE SE
FOUND 2" SURFACE BRASS DISK
W "X". FOUND EXISTING 3" BRASS
DISK 2.7" AND 0.33" (8/2007)

E 1/4 OF SEC 36-21-4
FOUND CONCRETE MON BELOW
SURFACE NO CASE (8/2007)

SHEET 2 OF 2

TOUMA ENGINEERS & LAND SURVEYORS
5632 SOUTH 191ST PLACE, SUITE E-102 • KENT, WA 98032
PHONE (425) 251-0865 • FAX (425) 251-0825

ATTACHMENT

1-2



Agenda Bill No. 15-106

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: August 3, 2015
SUBJECT: Surplus of Police Department Property

ATTACHMENTS:

- **Resolution No. 2015-277**

Previous Council Review Date: N/A

Summary: The Police Department has replaced seven desk top computers and five monitors and needs to destroy the seven old computers and monitors. There are two Dodge Chargers that need to be surplused due to poor condition and cost to maintain.

The Police Department seized a stolen dump trailer and the Washington State Patrol has inspected it and licensed the trailer to the Pacific Police Department. The department has no use for the trailer and the money from the sale will be placed in the Police seizure fund.

The method of sale for the dump trailer and surplused cars has not been determined. Previously the methods used were a sealed bid auction done by the police department as well as sale of the surplused items at Whitey's Auction.

Recommended Action: Surplus the computers, monitors, vehicles, and dump trailer.

Motion for Consideration: "I move to. approve Resolution No. 2015-277 authorizing the surplus of the equipment listed in Exhibit A and remove it from the Police Department as the equipment has outlived its useful life and been replaced."

Budget Impact: None

Alternatives: None

**City of Pacific
Washington
RESOLUTION NO. 2015-277**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE SURPLUS OF VEHICLES AND COMPUTERS
FROM THE PACIFIC POLICE DEPARTMENT.**

WHEREAS, the Police Department purchased computers, accessories, and miscellaneous equipment as needed; and

WHEREAS, the Police Department had seized a dump trailer but there is no use for the trailer by the department; and

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

WHEREAS, the computers, accessories, and equipment have been replaced or are of no use to the City; and

WHEREAS, the Police Department has prepared an inventory of vehicles and equipment that the City of Pacific no longer has need of;

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

Section 1. The City Council hereby declares as surplus:

Description	Value	Brand	Model #	Pacific Equip #	Serial #
Police:					
2008 Dodge Charger	\$2,500			Car #81	VIN#2B3KA43H28H280155
2009 Dodge Charger	\$500			Car #82	VIN#2B3KA43T99H506567
2003 Manufactured Dump Trailer	\$3,500				VIN#WA98239981
Computer Tower		OMNIX		PUBLICSAFETY13	
Computer Tower				PAOFC3WSX	
Computer Tower				PAOFC1WSX	
Computer Tower				PADET1WSX	
Computer Tower				PALIEUT1WSX	
Computer Tower				PASPEC1WSX	
Computer Tower				PASGT2WSX	
Monitor		ViewSonic	VG930m		QC2092223374
Monitor		Dell			CN-07GPK9-74261-261-1VKL

Description	Brand	Model #	Pacific Equip #	Serial #
Monitor	ViewSonic	VE710s	Pacific 001814	P1R044900041
Monitor	ViewSonic	VE710s	Pacific 001806	P1R044301745
Monitor	ViewSonic	VE710s	Pacific 001833	P1R04470128

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

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th DAY OF AUGUST, 2015.

Leanne Guier, Mayor

Amy Stevenson-Ness, City Clerk

Carol Morris, City Attorney



Agenda Bill No. 15-112

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: August 10, 2015
SUBJECT: Citizen Donation

ATTACHMENTS: **Donation Letter**
Ordinance No. 2015-1903

Previous Council Review Date: August 3, 2015

Summary: Don Kuzmer, Metals Express, has donated \$500 to spend on community events such as the Bike Rodeo and Open House.

Recommendation/Action: Accept the donation.

Motion for Consideration: "I move to accept a donation in the amount of \$500.00 from Metals Express."

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

ORDINANCE NO. 2015-1903

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON
ACCEPTING A DONATION OF \$500.00 FROM DON KUZMER,
METALS EXPRESS, TO SUPPORT POLICE DEPARTMENT
COMMUNITY EVENTS.**

WHEREAS, Don Kuzmer, owner of Metals Express, has offered to donate \$500 for the purpose of supporting Police Department community events such as the Bike Rodeo and Open House; and

WHEREAS, RCW 35.21.100 authorizes the City Council to accept donations by ordinance and to execute any lawful terms or conditions associated therewith; and

WHEREAS, the events cost money that is sometimes not available, and

WHEREAS, the City Council desires to accept Mr. Kuzmer's donation;

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

Section 1. Acceptance of Donation. The City Council hereby accepts the donation in the amount of \$500 from Mr. Don Kuzmer, Metals Express.

Section 2. This ordinance shall take effect five (5) days after publication of a summary consisting of the title.

**ADOPTED BY THE CITY COUNCIL AT A REGULARLY SCHEDULED MEETING
THEREOF ON THE 10th DAY OF AUGUST, 2015.**

CITY OF PACIFIC

Leanne Guier, Mayor

Amy Stevenson-Ness, City Clerk

Approved to as form:

Carol Morris, City Attorney



Agenda Bill No. 15-113

TO: Mayor Guier and City Council Members
FROM: Council Member Walker
MEETING DATE: August 3, 2015
SUBJECT: Discussion: Valley Professional Firefighters Picnic Beer Garden Waiver

ATTACHMENTS: Application and approved use of City Park for picnic

Previous Council Review Date: N/A

Summary: Valley Professional Firefighters will be holding their picnic in City Park on August 22. They would like to have a beer garden at their picnic for members and guests only as they have done in years past. They are seeking a waiver to have a beer garden.

Recommendation/Action:

Motion for Consideration: "I move to allow Valley Professional Firefighters to have a beer garden at their picnic in City Park on August 22, 2015."

Budget Impact:

Alternatives:

Park Site Reservation Application



Contact Name: TERRY Robinson
 Organization: VALLEY PROFESSIONAL FIREFIGHTERS Day Phone: 253-350-7160
 Address: 440 HAZELHURST AVE City: PACIFIC State: WA Zip: 98047
 Start Time: 12:00 End Time: 8:00pm

Areas can be reserved for a full day 10:00am to 8:30pm or half day 10:00am to 3:00pm or 3:30pm to 8:30pm

Choose the areas for your reservation date and location. Please list the number of people in your group.
 All Baseball & Basketball areas must be stated separately by the hour.

Picnic Tables seat an average of eight persons each.

	City Park Areas	Date	# of People	# of Hours
1	Cabana	8-22-15	50	8
2	Group Site 1			
3	Group Site 2			
4	Stage			
5	Baseball Field			
6	Basketball Court			

RECEIVED
CITY OF PACIFIC

JUL 17 2015

COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

Please help us determine what you will need

Will you need Electricity? YES NO

*Will you have a Caterer? YES NO Name of Caterer: _____

*Any Special Equipment? YES NO Type of Equipment: _____

Name of Company providing equipment: SELF

*** User will be required to provide liability insurance naming the City of Pacific as additionally insured.**

Reminders:

- Alcoholic beverages are not allowed in City Parks
- Please review City Park Rules & Regulations provided
- Fees are adopted by City Resolution on current fee schedule
- Payment by check or cash only to receive park permit
- Reservation fees are not refundable

Mail To:
 City of Pacific
 Community Development
 Park Site Reservations
 100 3rd Avenue SE
 Pacific, WA 98047

Applicant's Signature: [Signature]

Issued By: Paul J. Wick Date: July 17, 2015



RECEIVED
CITY OF PACIFIC

JUL 17 2015

COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

City of Pacific

Park Site Reserved

Activity: Valley Professional Firefighters

Contact: Terry Robinson (253) 350-7160

Area Reserved: CABANA

Area Reserved: _____

Dates: August 22, 2015

Time Start: 12:00 PM End: 8:00 PM



Issued by: Park & Rec Date: 7/17/15 Electricity Needed X