



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

July 13, 2015
Monday

Regular Meeting
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. PRESENTATION:** Glenda White presenting letter from Pacific Post Office
- 5. EXECUTIVE SESSION:** Potential litigation per RCW 42.30.110(1)(i) for 15 minutes.
- 6. AUDIENCE COMMENT**

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

7. REPORTS

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

8. OLD BUSINESS

- (9)** **A.** Motion approving the Findings of Fact from the Solid Waste Public Hearing held on June 22, 2015.
- (14)** **B. Resolution No. 2015-271:** Authorizing the execution of Amendment No. 1 to an agreement with KPG, Inc. for additional construction management services for the Stewart Road Project, in an amount not to exceed \$198,119 for a total contract not to exceed \$577,776.79.
- (33)** **C. Resolution No. 2015-272:** Authorizing the execution of an agreement with KPG, Inc., in the amount of \$10,320, for surveying services associated with the Stewart Road Trail.
- (48)** **D. Resolution No. 2015-273:** Authorizing the execution of an agreement with Robinson Noble, Inc., in an amount not to exceed \$84,440.00, for engineering services for groundwater treatment and monitoring during construction at Stewart Road SE and Valentine Ave SE.
- (62)** **E. Resolution No. 2015-274:** Authorizing the execution of an Interlocal Agreement with the Cities of Sumner and Algona to participate in the Police Explorer Program.
- (68)** **F. Resolution No. 2015-275:** Setting a public hearing for July 27, 2015, at approximately 6:30 p.m. to take public input regarding the proposed contract with Waste Management, Inc.

(71) **9. NEW BUSINESS**

- A. Discussion:** Purpose of Governance Committee

10. CONSENT AGENDA

- (72)** **A.** Payroll and Voucher Approval
- (79)** **B.** Minutes of the workshop of June 1, and June 15, 2015, and the meeting of June 22, 2015.

11. ADJOURN

Council may add other items not listed on this agenda unless specific notification period is required.
Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.
Meeting materials are available on the City's website at: www.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.



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

| | | |
|--|-----------------------------|---------------|
| Finance Committee Garberding, Kave, Walker Meets: 3 rd Tuesdays | July 21, 2015 6:30 p.m. | City Hall |
| Governance Committee Kave, Oliveira, Putnam | August 4, 2015 6:30 p.m. | City Hall |
| Human Services Committee Garberding, Oliveira, Steiger Meets 4 th Tuesday | July 28, 2015 6:30 p.m. | Senior Center |
| Park Board Meets 3 rd Tuesday | July 21, 2015 6:30 p.m. | City Hall |
| Planning Commission Meets 4 th Tuesday | July 28, 2015 6:00 p.m. | City Hall |
| Public Safety Committee Garberding, Kave, Steiger Meets 2 nd Wednesday | July 14, 2015 6:30 p.m. | City Hall |
| Public Works Committee Jones, Putnam, Steiger Meets 1 st Wednesday | August 5, 2015 7:00 p.m. | City Hall |
| Technology Committee Jones, Oliveira, Walker Meets: 3 rd Thursday | July 17, 2015 5:00 p.m. | City Hall |

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PACIFIC MUNICIPAL COURT
Memorandum

TO: Judge Rochon

CC: Mayor Guier, Pacific Council Members, Managers

From: Kelly Rydberg

Date: 7/8/15

Re: June 2015

The court:

- Held 321 hearings - 223 for Pacific and 98 for Algona.
- Collected Pacific monthly revenues of **\$34,293.65**; of which **\$24,932.44** is the local portion, \$167.56 is the County portion and **\$9193.65** is the State portion. Year to date revenues for the City of Pacific are **\$137,559.85**.
- Collected Algona monthly revenues of **\$17,393.94**; of which \$5333.55 is the local portion, \$5226.78 is the Pacific split for costs, \$90.98 is the County portion and \$6742.63 is the State portion. Year to date revenues for the City of Algona are **\$33,782.68**.

Pacific monthly filings:

| | | | |
|----------------------------|----|-------------------|-----|
| Traffic infractions filed: | 84 | violations filed: | 111 |
| Criminal citations filed: | 16 | violations filed: | 17 |

Algona monthly filings:

| | | | |
|----------------------------|----|-------------------|-----|
| Traffic infractions filed: | 98 | violations filed: | 120 |
| Criminal citations filed: | 21 | violations filed: | 25 |

GENERAL FUND/RECOUPMENT COLLECTED

| | PACIFIC MONTH | PACIFIC YTD | ALGONA MONTH | ALGONA YTD |
|-----------------------------|--------------------|---------------------|--------------------|--------------------|
| Warrant fees | 1537.32 | 9059.49 | 66.15 | 969.43 |
| Record Check Fees | 9433.19 | 45,863.85 | PACIFIC KEEPS | |
| Jail Recoupment | 2661.93 | 12,984.32 | 224.15 | 2543.23 |
| Insurance Fees | 146.81 | 961.63 | PACIFIC KEEPS | |
| Parking Fees | 0 | 1350.00 | 0 | 110.00 |
| PD Recoupment | 1347.52 | 8349.08 | 110.16 | 1527.33 |
| Interpreter Recoupment | 335.95 | 5321.17 | 233.38 | 1822.85 |
| Credit Card Convenience Fee | 218.08 | 1266.73 | PACIFIC KEEPS | |
| Interest/Bank Charges | 1130.80 | 7668.68 | 382.38 | 1490.19 |
| Misc court fines and costs | 5690.84 | 30,964.90 | 4317.33 | 25,319.65 |
| Algona court costs ** | 2430.00 | 13,580.00 | 5226.78 | 31,449.64 |
| TOTAL | \$24,932.44 | \$137,559.85 | \$10,560.33 | \$65,232.32 |

** The total in the Pacific column is for May services; the total in the Algona column is costs split that Pacific keeps for June.

Wednesday, July 08, 2015

City of Algona
Attention: Julie
402 Warde St
Algona WA 98001

Dear Julie,

Please submit for compensation to Pacific Municipal Court \$3960.00 for JUNE 2015 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$250.00.
Detention billing for this period is \$.
(Copies attached)

FILINGS:

| | |
|-------------------------------|------------------|
| 98 Infractions @ 25.00 | \$2450.00 |
| 21 Criminal Citations @ 60.00 | \$1260.00 |
| Total Due | \$3710.00 |

Monthly Revenues collected \$17,393.94.

COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:

| | |
|--------------------------------|------------------|
| Split of warrant fees | \$66.13 |
| Monitoring / Record check fees | \$4913.42 |
| Mandatory insurance costs | \$174.75 |
| Credit card convenience fee | \$72.16 |
| NSF fees | \$ |
| Copy/CD fees | \$0.32 |
| Total | \$5226.78 |

Remittance check due Algona: \$5333.55

Remittance check to King County paid: \$90.98

Remittance check to State paid: \$6742.63

Please contact us if you have any questions. Thank you.

Sincerely,



Kelly Rydberg
Court Administrator

CC: Algona Police Chief; month end file

RECEIVED

JUN 05 2015

PACIFIC/ALGONA COURT

OK KR

INVOICE

Elena G. Kerrigan
Court Certified Interpreter

512-52-41
Interpreter

INVOICE # 2015-05-29
DATE: MAY 29, 2015

TO PACIFIC MUNICIPAL COURT
100 3rd Avenue SE
Pacific WA 98047
253. 929.1140
253. 929.1195
CUSTOMER ID:PACMUNI

Attention: Kelly Rydberg

| TAX ID | JOB | PAYMENT TERMS | DUE DATE |
|------------|----------------------|----------------|----------|
| 45-2650598 | Interpreter Services | DUE ON RECEIPT | |

| DATE | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|--|--|--------------|-----------------|
| <i>Pacific</i> 05/06/2015 | CASE # 5Z0348564/5Z0559273 PPD CRISTIANI SOLIS, MARIA/ARR CASE # C00007117 PPD MONTOYA DOMINGUEZ, ESTEBAN/PTR CASE# 5Z0348553/54 NARCISO VENTURA, FRANCISCO/CON CASE # 4Z0172100 PPD PEDROZA SOLIS, FRANCISCO/MOTIONS TIME: 3.0 HRS @ \$50.00/HR= \$150.00 | 50.00 | 150.00 |
| <i>Algona</i> 05/07/2015 | CASE # 5Z0465253 AGP MUNOZ DIAZ, ALICIA/MIT CASE # 5Z0261869 AGP TOBAR RECINOS, JOSE MARVIN/PTR CASE # 5Z0261870 AGP TOBAR RECINOS, JOSE/CONTESTED CASE # 5Z0373948 AGP CEJA-JACOBO, VICTOR M/CONTESTED TIME: 2.0 HRS @ \$50.00/HR= \$100.00 | 50.00 | 100.00 |
| <i>Pacific</i> 05/20/2015 | CASE: 5Z0321343/344 PPD CRUZ RAMIREZ, MARCELINO/PTR CASE # C00009056 PPD GUTIERREZ FIGUERO, VICTOR/PTR CASE # I00030133 PPD GUTIERREZ FIGUERO, VICTOR/CONTEST TIME: 2.0 HRS @ \$50.00/HR= \$100.00 | 50.00 | 100.00 |
| THANK YOU FOR THE OPPORTUNITY TO SERVE YOU! | | TOTAL | \$350.00 |

intercom

LANGUAGE SERVICES

PO Box 98620
Des Moines, WA 98198-0620

RECEIVED

JUN 22 2015

PACIFIC/ALGONA COURT

OK KR

512-52-41

interpreter

| |
|-----------------------------------|
| Bill To: |
| Pacific & Algona Municipal Courts |
| 100 3rd Ave SE |
| Pacific WA 98047 |

| Date | Invoice No. | P.O. Number |
|----------|-------------|-------------|
| 06/20/15 | 15-157 | |

| Item | Description | Quantity | Rate | Amount |
|-------------------------|---|----------|-------|--------|
| Interpreting Services P | 6/3/15: VIETNAMESE Interpretation by David Neathery for Nguyen, Tuyen T--5z496969--contested hearing | 2 | 60.00 | 120.00 |
| Mileage | Interpreter mileage | 30 | 0.575 | 17.25 |
| Interpreting Services A | 6/4/15: ASL Interpretation by Kimberly Tofstad for Ullman, Robert L--5z467245 | 2 | 75.00 | 150.00 |
| Interpreting Services P | 6/17/15: SAMOAN Interpretation by Vaivao Semisi for Leaoa, Tautalafua--5z209053/54--pretrial/contested hearing | 2 | 50.00 | 100.00 |
| Mileage | Interpreter mileage | 30 | 0.575 | 17.25 |

hilaryhughes@intercom.cc

206-979-6101

Total

\$404.50

PACIFIC POLICE DEPARTMENT

JUNE 2015 MONTHLY REPORT

ACTIVITY

| | |
|-------------------------|-----|
| Dispatch calls | 435 |
| Self-initiated contacts | 158 |
| Agency assists | 71 |

TRAFFIC ENFORCEMENT

| | | <u>LAST MONTH</u> |
|------------------|----|-------------------|
| Verbal Warnings | 75 | 104 |
| Infractions | 96 | 101 |
| Criminal Traffic | 15 | 12 |

SUPERIOR COURT FILINGS

| | |
|----------|---|
| Adult | 1 |
| Juvenile | 0 |

ARRESTS

| | |
|-------------|----|
| Traffic | 15 |
| Non Traffic | 13 |
| Felony | 5 |

OFFENSES/CRIMES

| | | | |
|------------------------|----|-------------------------|----|
| Burglaries-Residential | 5 | Assault-DV | 4 |
| Burglaries-Commercial | 0 | Malicious mischief-DV | 0 |
| Thefts | 9 | Disputes-DV | 1 |
| Robbery | 0 | Violation of orders | 2 |
| Motor vehicle theft | 1 | Order Service | 0 |
| Motor vehicle recovery | 3 | Mental health referral | 1 |
| Recovered property | 0 | Threats/harassment | 1 |
| Poss stolen property | 0 | Suicidal subject | 0 |
| Vehicle prowl | 6 | Death investigation-DOA | 0 |
| Weapons violation | 1 | Homicide | 0 |
| Reckless burning/arson | 0 | Runaway/missing | 1 |
| DUI | 2 | Warrant arrests | 17 |
| Drug/liquor violation | 3 | CPS/APS investigation | 0 |
| Vehicle impound | 1 | Criminal trespass | 2 |
| Vehicle collision | 10 | Hit and run | 1 |
| Assault | 1 | Suspicious Circ | 0 |
| Malicious mischief | 0 | Fraud | 1 |
| ID Theft | 2 | | |

| | | | |
|---------------------|-----------|----------------------|------------|
| Total Cases: | 98 | Year to Date: | 524 |
|---------------------|-----------|----------------------|------------|

CIVIL- 1
 ANIMAL PROBLEM- 1
 TRAFFICKING- 1



Agenda Bill No. 15-095

TO: Mayor Guier and City Council Members

FROM: Richard Gould, City Administrator

MEETING DATE: July 13, 2015

SUBJECT: Solid Waste Contract Findings of Fact

ATTACHMENTS:

- Solid Waste Collection Request for Proposal Process Finding

Previous Council Review Date: July 6, 2015

Summary: The City of Pacific issued a Request for Proposals on April 3, 2015. Two submittals were received, Waste Management, Inc., and DM Disposal/Murrey's Disposal, Inc. After careful review, Waste Management was selected as the finalist. A public hearing was held on June 22, 2015, to receive public comment regarding the solid waste collection contract with Waste Management.

Part of the process of selecting a solid waste carrier is for the City Council to adopt Findings of Fact regarding the RFP and selection process.

The attached findings of fact need to be adopted by motion of the City Council.

Recommended Action: Adopt the findings of fact.

Motion for Consideration: "I move to adopt the findings of fact regarding the solid waste collection request for proposal process."

Budget Impact:

Alternatives:

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

I. Background

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

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

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

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

II. Public Hearing

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

Mark Gingrich, DM Disposal, stated there is a lack of information in the process. He requested that the bid amounts be provided to the public at the meeting. He recommended that the City of Pacific stop and take a step back in the process.

Laura Moser, Waste Management, stated Waste Management is prepared, ready, and able to service the entire City of Pacific when the City is ready to move forward.

Steve Gordon, COO, GTI, Gordon Trucking and Owner, Valley Freightliner, expressed concern regarding the selection of Waste Management as the solid waste service provider. He expressed concern over the additional cost to his companies over the next ten years.

Keith Bilbrey, Owner, Pacific Truck & Machinery Coating, stated he is extremely concerned about the decision to give the solid waste contract to Waste Management. He expressed concern about the cost over the life of the contract. He stated the emissions savings based on utilizing CNG trucks is negligible.

Mark Beatty, President, Valley Construction Supply, expressed his concern about increased expenses to his company. He stated he has been happy with the current service and said the chosen provider will provide a 25% markup on services.

III. Findings

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

- A. Waste Management and DM/Murrey's Disposal submitted timely proposals that met or exceeded the proposal criteria.
- B. Waste Management and DM/Murrey's Disposal arranged for proposal security to the City of Pacific in the amount of Twenty-five Thousand Dollars (\$25,000) and in the form of an irrevocable standby letter of credit, cashier's check or a Proposal Bond satisfactory to the City.
- C. Although the two proponents scored nearly equally by the evaluation team, Waste Management scored slightly better than DM/Murrey's Disposal on management and environmental criteria.
- D. Waste Management unit prices for all service levels, inclusive of all taxes and fees, were proposed in year 2015 dollars and represent a cost savings to the City over current rates.
- E. Murrey's assertion that the City would save \$1.9M should they be chosen has been found lacking after a staff review which found incorrect and unverifiable calculations.
- F. Waste Management agreed to comply with additional requirements, including:
 1. A 15% discount for low-income senior & low-income disabled customers who qualify for the discount.
 2. Limiting rate increases to CPI with a ceiling of 5% and/or increases in the franchise fee as determined by the City.
 3. A minimum franchise fee of 3% of total gross receipts.
 4. Residential rates based on default 35-40 gallon cart fee that shall not exceed \$23.60 per month in the first year of the contract.
 5. Garbage billing for multifamily garbage collection based on commercial rates.

6. Garbage billing for commercial garbage collection may be based on separate commercial rates if the rate structure is different than that provided to residential customers.
 7. All service to City facilities and parks provided at no cost to the City.
 8. All billing and collections conducted by Waste Management at their expense.
 9. Utility tax of 6% applied to each customer's bill separate from the monthly rate.
 10. All garbage collected taken to the King County system for solid waste disposal regardless of which County the garbage comes from. This requirement does not apply to recycling or yard waste.
 11. Utilize collection vehicles that reduce carbon emissions (e.g., natural gas fuel, electric hybrid, fully electric, etc.) to help reduce the City's carbon footprint.
 12. Commence collection services under the contract on July 1, 2015.
- G. Waste Management agreed to all terms and conditions specified in the RFP, including service, hiring preferences, contract, indemnification, and insurance.

FINDINGS BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 13th DAY OF JULY, 2015.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, City Clerk

Approved as to form:

JAMES KELLY, Assistant City Attorney



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: July 13, 2015
SUBJECT: KPG Agreement for Construction Management Services for Stewart Road Contract Amendment No. 1

ATTACHMENTS:

- Resolution
- Amendment No. 1
- Exhibit A

Previous Council Review Date: 07/06/2015

Summary: The attached Resolution provides approval of expenditures with KPG, Inc. for additional professional services for the coordination and management of construction activities for the Stewart Road Project. The Pacific City Council previously authorized by Resolution a professional services agreement between the City of Pacific and KPG, Inc. The additional services are required due to the delay caused by franchise utilities failing to relocate their infrastructure in a timely manner.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-271.

Motion for Consideration: Move to approve Resolution No. 2015-271, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO A CONTRACT WITH KPG, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE STEWART ROAD PROJECT.

Budget Impact: If accepted by City Council, the additional cost of the services not to exceed \$198,119.00 for total contract not to exceed \$577,776.79. Some of these costs are reimbursable through the TIB grant.

Alternatives: The City can choose to not amend the contract and complete the services by some other means.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-271

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO A CONTRACT WITH KPG, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE STEWART ROAD PROJECT.

WHEREAS the City Council, by Resolution No 2014-155 approved a contract with KPG, Inc. for Construction Management services for the Stewart Road / Thornton Avenue S Improvements project; and

WHEREAS the project entails the day to day inspection / documentation services of the construction activity estimated to be 225 days (approximately 190 full time days and 35 part time days), processing contractor pay requests (compliance with federal payroll standards), reviewing contractor submittals, answering "Requests for Information", weekly property owner communications, surveying, and project close-out activities; and

WHEREAS the franchise utilities were not relocated in a timely manner extending the duration of construction time period by approximately 90 days, and

WHEREAS the added construction duration requires additional manpower to complete the inspection / documentation services of the construction activities.

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

Section 1, The Pacific City Council hereby authorizes the execution of Amendment No.1 to the contract authorized by Resolution No 2014-155 between the City of Pacific and KPG, Inc. for Construction Management services for the Stewart Road / Thornton Avenue S Improvements project additional fees of \$198,119.00 for a total contract amount of \$577,776.79.

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:

JAMES KELLY, ASSISTANT CITY ATTORNEY

**CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF PACIFIC AND KPG, INC.**

AMENDMENT NO. 1

THIS Agreement is made effective as of the 13th day of July, 2015, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and KPG, Inc. (hereinafter the “CONSULTANT”) a corporation, organized under the laws of the State of Washington, doing business at:

2502 Jefferson Avenue
Tacoma, Washington 98402
Contact: Terry Wright Phone: 253-627-0720 Fax: 206.286.1639

for professional services in connection with the following Project:

Construction Management Services for the Stewart Road/Thornton Avenue Improvements Project

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

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

3. Terms. This Agreement shall commence on July 13, 2015, (“Commencement Date”) and shall terminate on March 31, 2016 unless extended or terminated in writing as provided herein.

Revised 2/26/15

4. Compensation.

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed One Hundred Ninety Eight Thousand One Hundred Nineteen Dollars (\$198,119.00) without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A. The total amended contract amount shall not exceed Five Hundred Seventy Seven Thousand Seven Hundred Seventy Six and Seventy Nine One Hundredths Dollars (\$577,776.79).
- TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- OTHER. _____

5. Payment.

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

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

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

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

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

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin,

marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

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

compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

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

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

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

10. Ownership of Work Product.

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

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

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

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

KPG, Inc.
Attn: Terry Wright
2502 Jefferson Avenue
Tacoma, Washington 98402

Phone: 253-627-0720
Fax: 206.286.1639

16. Resolution of Disputes and Governing Law.

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

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

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF PACIFIC, WASHINGTON

CONSULTANT

By: _____
Leanne Guier
Mayor

By: _____

Date: _____

Name: _____
Terry Wright

Attest:

Title: _____

By: _____
Amy Stevenson-Ness
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
James Kelly
Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES



Utility Delay / Resolution of Utility Conflicts / Utility Coordination

CLIENT: City of Pacific
PROJ NAME: Stewart Road/Thornton Ave Improvement Project
Job # 14057
DATE: June 10, 2015

| TASK NO. | TASK DESCRIPTION | SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK | | | | | | Total Hours | Task Total |
|---------------------------|--|---|------------------|---------------|------------|-----------------------|----------------|--|---------------------|
| | | Project Mgr | Project Engineer | Documentalist | Technician | Construction Observer | Administration | | |
| 1.0 | Management/Meetings/Admin. Task 1 Hours = | 174.02 | 94.59 | 83.34 | 67.13 | 38.00 | 67.13 | | |
| 2.0 | Preconstruction Services Task 2 Hours = | | | | | | | | |
| 3.0 | Construction Services - Utility Delay Task 3 Hours = | | | | | 743.2 | | \$28,242.51 | |
| 4.0 | Construction Services - Utility Delay Task 4 Hours = | 124.0 | 496.0 | 310.0 | | | | \$94,330.52 | |
| OTHER DIRECT COSTS | | | | | | | | | |
| | Other Direct Costs | | | | | | | | |
| | Hours | 124.0 | 496.0 | 310.0 | | 743.2 | | | |
| | Total | \$21,578 | \$46,917 | \$25,835 | | \$28,243 | | | |
| TOTALS | | | | | | | | KPG DESIGN SERVICES LABOR TOTAL = | \$122,573.03 |



**PROJECT SUMMARY
EXPENSE ESTIMATE**

DATE: June 10, 2015

CLIENT: City of Pacific
 PROJ NAME: Stewart Road/Thornton Ave Improvement Project
 Job # 14057

| EXPENSE ITEM | Cost / Unit | Qty | Total |
|-------------------------------------|----------------|-----|------------|
| Travel - Mileage | 0.56 \$ / mile | 0 | \$0 |
| Maps and Charts | - estimate | LS | \$0 |
| 11 X 17 Copies | 0.35 \$ea | 0 | \$0 |
| 11 X 17 Plot Check Prints | 1.00 \$ea | 0 | \$0 |
| Color Reduction Prints 8 1/2 x 11 | 1.00 \$ea | 0 | \$0 |
| Color Reduction Prints 11 x 17 | 1.50 \$ea | 0 | \$0 |
| 22 X 34 Copies | 2.00 \$ea | 0 | \$0 |
| 22X34 Plot Check Prints Copy (Bond) | 6.00 \$ea | 0 | \$0 |
| Plots Large Vellum | 8.00 \$ea | 0 | \$0 |
| Plots Large Mylar | 14.00 \$ea | 0 | \$0 |
| Mountings 22 x 34 | 15.00 \$ea | 0 | \$0 |
| Plot Prints Large Bond Color | 22.00 \$ea | 0 | \$0 |
| Photo Documentation | - estimate | LS | - |
| Postage | - estimate | LS | - |
| Courier Service | - estimate | LS | - |
| Construction Vehicle | 600.00 Months | 0 | \$0 |
| Material Testing Services | estimate | 0 | \$0 |
| Total KPG In-House Expense = | | | \$0 |



CLIENT: City of Pacific
 PROJ NAME: Stewart Road/Thornton Ave Improvement Project
 Job # 14057
 DATE: June 10, 2015

| | | TASK 1 HOUR BREAKDOWN | | | | | | | | |
|--------------------|--|------------------------------------|------------------|--------------------------|------------|-----------------------|----------------|-------------|------------|--|
| | | STAFF LABOR HOURS REQUIRED BY TASK | | | | | | | | |
| TASK NO. | TASK DESCRIPTION | Project Mgr | Project Engineer | Documentation Specialist | Technician | Construction Observer | Administration | Total Hours | Task Total | |
| 1.0 | Management/Meetings/Admin. (Months) | \$174.02 | \$94.59 | \$83.34 | \$67.13 | \$38.00 | \$67.13 | | | |
| | Provide Monthly Progress Reports (hrs/Month) | | | | | | | | | |
| OTHER DIRECT COSTS | | | | | | | | | | |
| Other Direct Costs | | | | | | | | | | |
| Hours Total | | | | | | | | | | |
| TOTALS | | | | | | | | | | |

Classification



◆ Architecture
 ◆ Landmarks Architecture
 ◆ Civil Engineering

CLIENT: City of Pacific
 PROJ NAME: Stewart Road/Thornton Ave Improvement Project
 Job # 14057
 DATE: June 10, 2015

| TASK 2 HOUR BREAKDOWN | | | | | | | | | | |
|--|--|----------------|-------------|------------------|--------------------------|------------|-----------------------|----------------|-------------|------------|
| KPG - STAFF LABOR HOURS REQUIRED BY TASK | | | | | | | | | | |
| TASK NO. | TASK DESCRIPTION | Classification | Project Mgr | Project Engineer | Documentation Specialist | Technician | Construction Observer | Administration | Total Hours | Task Total |
| | | | \$174.02 | \$94.59 | \$83.34 | \$67.13 | \$38.00 | \$67.13 | | |
| 2.0 | Preconstruction Services | | | | | | | | | |
| | Contractor-Bid-Documentation-Review | | | | | | | | | |
| | Record of Materials (ROM) | | | | | | | | | |
| | Preconstruction Conference | | | | | | | | | |
| | Project File Establishment | | | | | | | | | |
| | Wage Rate Tracking & Request to Sublet | | | | | | | | | |
| | Preconstruction Review | | | | | | | | | |
| OTHER DIRECT COSTS | | | | | | | | | | |
| | Other Direct Costs | | | | | | | | | |
| | Hours | | | | | | | | | |
| | Total | | | | | | | | | |
| TOTALS | | | | | | | | | | |



- Architecture
- Landscape Architecture
- Civil Engineering

CLIENT: City of Pacific
 PROJ NAME: Stewart Road/Thornton Ave Improvement Project
 Job # 14057
 DATE: June 10, 2015

TASK 3 HOUR BREAKDOWN

STAFF LABOR HOURS REQUIRED BY TASK

| TASK NO. | TASK DESCRIPTION | Classification | STAFF LABOR HOURS REQUIRED BY TASK | | | | | | Task Total |
|---------------------------|--|----------------|------------------------------------|------------------|--------------------------|------------|-----------------------|----------------|------------|
| | | | Project Mgr | Project Engineer | Documentation Specialist | Technician | Construction Observer | Administration | |
| 225.0 | Construction Services - Utility Delay | | \$174.02 | \$94.59 | \$83.34 | \$67.13 | \$38.00 | \$67.13 | |
| 3.0 | Construction Services - Utility Delay | | | | | | | | |
| 3.1 | Daily Observation (8Hrs/Day for 190 days than 4 hours for remainder) | | | | | | 743.2 | | 743.2 |
| 3.2 | Substantial Completion | | | | | | | | |
| 3.3 | Material Testing | | | | | | | | |
| | See Expenses | | | | | | | | |
| OTHER DIRECT COSTS | | | | | | | | | |
| | Other Direct Costs | | | | | | | | |
| | Hours Total | | | | | | 743.2 | | 743.2 |
| | TOTALS | | | | | | \$28,243 | | \$28,243 |



- ◆ Architecture
- ◆ Landscape Architecture
- ◆ Civil Engineering

CLIENT: City of Pacific
 PROJ NAME: Stewart Road/Thornton Ave Improvement Project
 Job # 14057
 DATE: June 10, 2015

TASK 4 HOUR BREAKDOWN

STAFF LABOR HOURS REQUIRED BY TASK

Classification

| TASK NO. | TASK DESCRIPTION | STAFF LABOR HOURS REQUIRED BY TASK | | | | | | Total Hours | Task Total |
|---------------------------|---|------------------------------------|------------------|--------------------------|------------|-----------------------|----------------|-------------|------------|
| | | Project Mgr | Project Engineer | Documentation Specialist | Technician | Construction Observer | Administration | | |
| 30.0 | | \$174.02 | \$94.59 | \$83.34 | \$67.13 | \$38.00 | \$67.13 | | |
| 4.0 | Construction Services - Utility Delay | 4.0 | 16.0 | 10.0 | | | | | |
| | Assumed Hrs/Week = | | 480.0 | 300.0 | | | | \$91,288 | |
| | Task 4 items Dependent on Time = | 120.0 | | | | | | | |
| | Below Task 4 items not included in above. | | | | | | | | |
| OTHER DIRECT COSTS | | | | | | | | | |
| | Hours | 124.0 | 496.0 | 310.0 | | | | | |
| | Total | \$21,578 | \$46,917 | \$25,835 | | | 930 | \$91,288 | |
| TOTALS | | | | | | | | | |



CLIENT: City of Pacific
 PROJ NAME: Stewart Road/Thornton Ave Improvement Project
 Job # 14057
 DATE: June 16, 2015

| SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK | | | | | | | | | | |
|---|--|-------------|------------------|--------------------------|------------|-----------------------|----------------|-------------|--|--------------------|
| TASK NO. | TASK DESCRIPTION | Project Mgr | Project Engineer | Documentation Specialist | Technician | Construction Observer | Administrative | Total Hours | Task Total | |
| 1.0 | Management/Meetings/Admin. Task 1 Hours = | 44.95 | 44.95 | 36.06 | 37.02 | 38.00 | 29.00 | | | |
| 2.0 | Preconstruction Services Task 2 Hours = | | | | | | 5.0 | 5 | \$145.00 | |
| 3.0 | Construction Services - Field Task 3 Hours = | | | | | 630.0 | | 630 | \$23,940.00 | |
| 4.0 | Construction Services - Office Task 4 Hours = | 180.0 | 360.0 | 400.0 | 200.0 | | | 1,140 | \$46,101.00 | |
| OTHER DIRECT COSTS | | | | | | | | | | |
| | Other Direct Costs | | | | | | | | | \$5,360.00 |
| | Hours | 180.0 | 360.0 | 400.0 | 200.0 | 630.0 | 5.0 | 1,775 | | |
| | Total | \$8,091 | \$16,182 | \$14,424 | \$7,404 | \$23,940 | \$145 | | | |
| TOTALS | | | | | | | | | KPG CONSTRUCTION SERVICES LABOR TOTAL = | \$75,546.00 |

Classification



Agenda Bill No. 15-098

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: July 13, 2015
SUBJECT: Contract with KPG – Stewart Road Trail Survey

ATTACHMENTS:

- Resolution 2015-272
- Professional Services Contract Form
- Scope of Work

Previous Council Review Date: 07/06/2015

Summary: The City has accepted a grant from the Transportation Improvement Board (TIB) for improvements to the Stewart Road corridor, including the agreement to construct pedestrian facilities on both sides of the road. Specifically excluded from the original scope of work for design and construction of the Stewart Road improvements were the pedestrian facilities (multi-purpose trail) on the north side of the road, as these improvements were planned to be designed and constructed with previously awarded Surface Transportation Program (STP) Funds. The trail project was completed to the 50% level. The STP funds have subsequently been withdrawn. Staff have the technical abilities to complete the trail project design and construction management. However, an updated topographic survey is required to complete the design.

City staff have reviewed the Municipal Research and Services Center (MRSC) roster and determined that several firms are qualified to perform this work, including KPG, Inc. Staff negotiated a Scope of Work and Budget with KPG under the purchasing policy authority limits. The work is anticipated to be complete within three weeks of the notice to proceed.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-272.

Motion for Consideration: Move to approve Resolution No. 2015-272, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A CONTRACT WITH KPG FOR SURVEYING SERVICES ASSOCIATED WITH THE STEWART ROAD TRAIL.

Budget Impact: \$10,320.

Alternatives: Complete the design with inadequate survey data and potentially pay for project change orders.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015 - 272

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
EXECUTING A CONTRACT WITH KPG, INC. FOR SURVEYING
SERVICES ASSOCIATED WITH THE STEWART ROAD TRAIL**

WHEREAS, the City has received money from the Transportation Improvement Board (TIB) for the design and construction of improvements on Stewart Road; and

WHEREAS, the City proposed the construction of a multi-purpose trail as designed to the fifty percent (50%) level on the north side of Stewart Road utilizing STP Grant funds, which were subsequently withdrawn by the funding agency; and

WHEREAS, a condition of the agreement with TIB is to provide pedestrian facilities on both sides of Stewart Road; and

WHEREAS, City staff have the technical abilities to complete the design and manage the construction of the multi-purpose trail on north side of Stewart Road; and

WHEREAS, a topographic survey of the current conditions of north side of Stewart Road are required to complete the construction documents; and

WHEREAS, the City staff have reviewed the Municipal Research and Services Center (MRSC) roster and determined that several firms are qualified to perform this work, including KPG, Inc.; and

WHEREAS, KPG, Inc. has recently performed surveying services in the corridor and are familiar with the survey monuments and controls; and

WHEREAS, KPG, Inc. has provided a scope of work and fee for the project; and

WHEREAS, staff has reviewed the proposed work and is satisfied with the proposal; and

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

Section 1. The Pacific City Council hereby authorizes execution of the profession services contract with KPG, Inc. for surveying services associated with the Stewart Road Trail design, as attached and identified within the Scope of Services.

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:

JAMES KELLY, ASSISTANT CITY ATTORNEY

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

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF PACIFIC AND
KPG, INC.**

THIS AGREEMENT is made by and between the City of Pacific, a Washington municipal corporation (hereinafter the "City"), and KPG, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington on located and doing business at 2502 Jefferson Avenue, Tacoma, WA 98402.

RECITALS

WHEREAS, the City requires topographic survey along the north side of Stewart Road to complete the design of the Stewart Road Trail; and

WHEREAS, the Consultant has agreed to perform topographic survey along the north side of Stewart Road in the vicinity of the proposed trail. The limits are from the northbound ramp of SR167 to the east side of the intersection with Valentine Avenue SE – 10' south of curb line to 10' north of right-of-way line as described herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform all work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Ten Thousand Three Hundred Twenty Dollars (\$10,320.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the

Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A shall be completed by July 30, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Pacific shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Pacific at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled

to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Mr. Terry Wright
KPG, Inc.
2502 Jefferson Avenue
Tacoma, WA 98402

CITY:

Attn: Mr. James Morgan, City Engineer
City of Pacific
100 – 3rd Ave. S.E.
Pacific, WA 98047

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

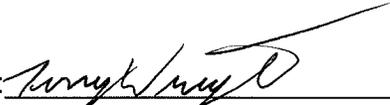
The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 8th day of June, 2015.

CONSULTANT

By: 
Terry Wright, Its Principle

Consultant: KPA

CITY OF PACIFIC

By: _____
Leanne Guier, Mayor

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

EXHIBIT A SCOPE OF SERVICES

Stewart Road Topographic Mapping - North Side

Task 1 - Incorporate existing information from KPG Stewart Road project no. 14057 for existing and proposed right-of-way and existing property lines.

Task 2 - Topographic survey along the north side of Stewart Road in the vicinity of the proposed trail. Limits are from the northbound ramp of SR167 to the east side of the intersection with Valentine Avenue SE – 10' south of curb line to 10' north of right-of-way line.

The survey shall include the following:

- Current property boundaries
- All fixed objects – utility components, fences, etc.
- Curb and gutter
- Driveways
- Completed flat work

Survey will not include underground utility locates.

Task 3 – Basemap preparation

An AutoCAD file shall be generated to KPG drafting standards for the area surveyed. This file shall be in AutoCAD Civil 3D 2013 and shall include all point and surface data collected during the survey at a scale 1"=20'.

Base map will contain:

- Existing Surface with contours and contour labels
- Surface evidence of utilities
- Hatching for gravel, asphalt, and grass surfaces
- Existing features identified with call outs
- A legend showing blocks and linetypes
- North Arrow
- Notes describing horizontal and vertical datums, date of survey, etc.

**EXHIBIT A
(continued)
BUDGET**

City of Pacific
Mapping along N. side Stewart Rd
Topographic Mapping
5/11/2015

| | | Hours | Rate | Amount |
|--------------|---|--------------|-------------|--------------------|
| Task 1 | Incorporate existing information from project no. 14057 for R/W & P/L | 8.00 | \$120.00 | \$960.00 |
| Task 2 | Topographic mapping of 20' swath centered on north curblines (1800 l.f. total) Coordination and Supervision. | 36.00 | \$150.00 | \$5,400.00 |
| | | 4.00 | \$120.00 | \$480.00 |
| Task 3 | Base map preparation in Civil3D 2013, KPG Stds. Coordination and Supervision. | 30.00 | \$100.00 | \$3,000.00 |
| | | 4.00 | \$120.00 | \$480.00 |
| <hr/> | | | | |
| Total | | | | \$10,320.00 |

EXHIBIT A

SCOPE OF WORK

Stewart Road Topographic Mapping - North Side

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City of Pacific
Mapping along N. side Stewart Rd
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5/11/2015

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| | | | <hr/> | |
| | | | Total | \$10,320.00 |



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: July 13, 2015
SUBJECT: Stewart and Valentine Groundwater Treatment Contract

ATTACHMENTS:

-Resolution No. 2015-273
 -Proposed Contract for Groundwater Treatment and Monitoring during Construction at Stewart Road SE and Valentine Avenue SE

Previous Council Review Date: 07/06/2015

Summary: The attached Resolution provides approval of expenditures with Robinson Noble, Inc. for engineering services for the treatment and monitoring of groundwater during construction activities at Stewart Road and Valentine Avenue. Based on criteria established by city staff, Robinson Noble, Inc. was determined to be the most highly qualified firm among other firms on the MRSC roster. The negotiated price has been determined to be fair and reasonable.

City staff have reviewed the Municipal Research and Services Center (MRSC) roster and determined that several firms are qualified to perform this work, including Robinson Noble, Inc. Staff negotiated a Scope of Work and Budget with Robinson Noble, Inc. under the purchasing policy authority limits. The work is anticipated to be complete within three weeks of the notice to proceed.

Recommendation/Action: Staff recommends Council approve Resolution No. 2015-273.

Motion for Consideration: Move to approve Resolution No. 2015-273, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A CONTRACT WITH ROBINSON NOBLE, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE TREATMENT OF DEWATERING GROUNDWATER AND MONITORING AT STEWART ROAD AND VALENTINE AVENUE.

Budget Impact: If accepted by City Council, the additional cost of the services not to exceed \$84,440.00. After project completion and staff would apply for reimbursement of a portion of the total contract amount of site clean-up from the department of Ecology.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-273

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A CONTRACT WITH ROBINSON NOBLE, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE TREATMENT OF DEWATERING GROUNDWATER AND MONITORING AT STEWART ROAD AND VALENTINE AVENUE.

WHEREAS the construction activity for the Valentine / 136th Avenue Corridor requires the dewatering of the of utility trenches for construction of water, sewer, and storm lines through the area of known hydrocarbon impacted groundwater; and

WHEREAS the construction dewatering must be treated prior to discharge into the King County sewer system as required by County Ordinance and as required by State law; and

WHEREAS based on criteria established by city staff, Robinson Noble, Inc. has been determined to be the most highly qualified firm among other firms considered and the negotiated price has been determined to be fair and reasonable;

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

Section 1, The Pacific City Council hereby authorizes the execution of a contract between the City of Pacific and Robinson Noble for investigation and monitoring of groundwater at the intersection of Stewart Road and Valentine Avenue for fees of \$84,440.00.

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:

JAMES KELLY, ASSISTANT CITY ATTORNEY

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 201____, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and Robinson Noble, Inc., a corporation, organized under the laws of the State of Washington, doing business at:

ROBINSON NOBLE, INC. (hereinafter the "CONSULTANT")
2105 South C Street
Tacoma, Washington 98402
Contact: Michael Brady Phone: 253-475-7711 Fax: 253-472-5846

for professional services in connection with the following Project:

Water quality monitoring of the construction dewatering and retain the proper sub-consultants to provide the treatment services to be performed for utility placement in the Valentine (136th) Avenue corridor near the intersection of Stewart Road.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

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

3. **Terms.** This Agreement shall commence on August 1, 2015, (“Commencement Date”) and shall terminate on December 31, 2015 unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed Eighty Four Thousand Four Hundred Dollars (\$84,400.00) without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____”

OTHER. _____

5. **Payment.**

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

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

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

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

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

6. **Discrimination and Compliance with Laws**

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

8. **Suspension and Termination of Agreement**

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

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

C. Rights Upon Termination.

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

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

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

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

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

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City upon payment by the City for consultant's services, and shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. Should the City use reports or other materials furnished by the consultant for purposes not reasonably connected to the Project, the City does so at its own risk and without liability to Consultant. The City agrees to defend, indemnify, and hold harmless Consultant and its owners and employees from any claim, damages, expenses or losses resulting from the City's use of report or other materials provided by consultant for uses other than those reasonably related to the project.

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

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of

the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

Revised 2/26/15

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

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

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

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

ROBINSON NOBLE, INC.
Attn: Joseph E. Becker, President
2105 South C Street
Tacoma, Washington 98402

Phone: 253-475-7711
Fax: 253-472-5846

16. Resolution of Disputes and Governing Law.

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

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

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

17. General Provisions.

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

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

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF PACIFIC, WASHINGTON

CONSULTANT

By: _____
Leanne Guier
Mayor

By: 
Name: Joseph E Becker

Date: _____

Title: President

Date: 7/1/15

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Task 1. Wastewater Pretreatment Plan

Robinson Noble will subcontract with Clear Creek Systems, Inc. to develop a wastewater pretreatment plan suitable for submittal to the King County Industrial Wastewater Program as part of the Minor Discharge Authorization (No 951091) issued for the Valentine Avenue Reconstruction Project. For this task, we estimate a cost of approximately **\$3,760**. Table 1, below, summarizes the costs.

Table 1. Wastewater Pretreatment Plan Costs

| Entity Description | Description | Cost |
|---------------------------------------|---------------------------|----------------|
| Robinson Noble, Inc. | Plan review, coordinating | \$585 |
| Clear Creek Systems, Inc. (cost+ 15%) | Develop treatment plan | \$3,175 |
| Task 1 Total | | \$3,760 |

**Task 2. Implementation of Pretreatment Plan
(Water Quality Monitoring & Sampling)**

Robinson Noble personnel will provide water quality monitoring oversight and technical assistance with the wastewater pretreatment implementation, collect groundwater samples, and submit for analysis of target analytes (fats, oils, grease, benzene, toluene, ethylbenzene, and total xylenes) to an accredited laboratory. Additionally, Robinson Noble personnel will provide assistance as soil and/or groundwater contamination is encountered, we will provide field screening, sample collection for characterization, and submit samples for analysis gasoline- and diesel-range petroleum hydrocarbons. Robinson Noble will subcontract with Clear Creek Systems, Inc. for providing equipment and operations of the treatment system (including power supply). The complete Clear Creek Systems proposal and equipment details for the system to be utilized is attached to this letter. Robinson Noble will subcontract with Libby Environmental for laboratory analytical services and Langseth Environmental for tank cleaning and sludge disposal services. As scoped, disposal of sludge retained in the tanks and water used for cleaning will be disposed of at PRS Group of Tacoma, Washington. For this scope, we are estimating a total of 10,000 gallons of sludge at approximately 8 pounds per gallon of sludge (or approximately 40 tons of material) will be properly disposed.

For this task, we have used the one-month timeline (approximately 22 working days) to calculate equipment and man-hour costs, equating to approximately 176 hours of operations. We estimate a cost of \$58,525 for this task. Table 2, below, summarizes the costs.

Table 2. Treatment System Equipment, Sampling, and Operations Costs

| Entity | Description | Cost |
|---|--|-----------------|
| Robinson Noble, Inc. | Oversight, coordinating, sampling, field screening | \$12,020 |
| Clear Creak Systems, Inc. (cost+ 15%) | Treatment System Operations | \$17,205 |
| | Treatment System Equipment (includes mob/demob) | \$21,615 |
| | Expendables (chemicals, booms, mileage, etc.) | \$2,225 |
| | Power supply and equipment | \$4,400* |
| Libby Environmental (cost+ 15%) | Environmental laboratory analysis | \$3,535 |
| Langseth E.S. (cost + 15%) | Equipment cleaning and sludge disposal | \$14,030* |
| Robinson Noble expenses, rentals, & equipment | PID, PPE, mileage, etc. | \$1,925 |
| Task 2 Total | | \$76,955 |

0 0 *power supply and tank cleaning /disposal costs not originally included in the May 18, 2015 scope of work

Task 3. Report of Treatment System Operations

Following the completion of the construction dewatering within the contaminated area, Robinson Noble personnel will provide the City with a technical report summarizing the treatment system operations and sample results. The report will be suitable for inclusion in the overall pretreatment report required by the King County Industrial Wastewater Program. For this task, we estimate a total cost of approximately **\$3,725**.

Total Project Cost Estimate

Based on our understanding of the project and the conditions outlined in this scope, we estimate the cost of the project to be **\$84,440**. Table 3, below, summarizes the costs associated with each task.

Table 3. Total Project Cost Estimate

| | | |
|----------------------|---------------------------------------|-----------------|
| Task 1 | Pre-treatment work plan | \$3,760 |
| Task 2 | Treatment system equipment operations | \$76,955 |
| Task 3 | Report of Operations | \$3,725 |
| Project Total | | \$84,440 |

As a cost-savings measure for our clients, each Robinson Noble employee charges their time on a project according to the level of expertise required for a given task (i.e., employees may have more than one billing rate). This allows us to make use of our more experienced staff without unduly impacting project costs, but also means that our clients only pay for the level of expertise applied. Robinson Noble works on a time-and-expense basis according to the attached General Fee Schedule. This estimate will remain valid for 90 days from the date of this scope.

~~This project estimate does not include costs for any extra insurance, business licenses or fees, or applicable local taxes that might be necessary to complete the project. We will request that these additional costs be added to the above total estimate when they become known to us.~~ Rental costs for our standard field equipment and any specialized equipment as detailed in this scope are included in the above estimate. Should additional equipment be deemed necessary or warranted in order to properly complete the project, we will submit a change in scope request with estimated costs based on the equipment rental schedule included in the General Fee Schedule.



Agenda Bill No. 15-100

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: July 13, 2015
SUBJECT: Police Explorer Program

ATTACHMENTS:

- Resolution No. 2015-274
 - Interlocal Agreement
-

Previous Council Review Date: 07/06/2015

Summary: The South Valley Explorer Post was founded in 2009 between the Cities of Sumner and Algona. The City of Pacific joined the Post in 2012. In 2015 there was an incident that occurred that has caused the three cities to re-write the Agreement. By Pacific signing this document, we formalize the Agreement.

Recommended Action: Allow the required Signatories to sign the Agreement.

Motion for Consideration: “I move to approve Resolution No. 2015-274 authorizing the mayor to sign the Interlocal Agreement with the Cities of Sumner and Algona regarding the Police Explorer Program.”

Budget Impact: None

Alternatives: Not participate in the Explorer Program.

**City of Pacific
Washington**

RESOLUTION NO. 2015-274

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING CITY OFFICIAL TO SIGN AN INTERLOCAL
AGREEMENT WITH THE CITIES OF ALGONA AND SUMNER TO FORMALIZE
PACIFIC'S PARTICIPATION IN THE SOUTH VALLEY EXPLORER POST.**

WHEREAS, the City of Pacific Police Department provides a Lead Explorer Advisor to oversee the Post, and

WHEREAS, the City of Pacific does utilize the services provided by the Explorer Post, and

WHEREAS, the citizens and our elected officials have expressed the desire to support the Post;

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

Section 1. The Pacific City Council hereby authorizes the City Officials to sign and enter into the 2015 Interlocal Agreement with Algona and Sumner for the South Sound Explorer Post, attached as Exhibit A.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
13th DAY OF JULY, 2015.**

Leanne Guier, Mayor

Amy Stevenson Ness, City Clerk

Carol Morris, City Attorney

**INTERLOCAL AGREEMENT
FOR
POLICE EXPLORER PROGRAM**

This Agreement is made and entered into on this ____ day of _____, 2015, between the Cities of Algona, Pacific and Sumner, all municipal corporations of the State of Washington, with respect to the following facts:

WHEREAS, in 2009 the Cities of Sumner and Algona entered into an Interlocal Agreement to operationally merge their Learning for Life Explorer Posts under the name South Valley Police Explorers; and

WHEREAS, the City of Pacific has jointly participated in the operations of the program since 2011; and

WHEREAS, the Cities desire to continue providing a Learning for Life Explorer Post in a cost effective manner which will avoid duplication of services; and

WHEREAS, the joint program has continued to be mutually beneficial to all Cities; and

WHEREAS, the Interlocal agreement needs to be updated to reflect current practices; and

WHEREAS, this Interlocal agreement is entered into for the mutual benefit of the parties and is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

Section 1. Purpose of Agreement. The purpose of this Agreement is to:

- A. Formalize the desires to continue the joint operation of a Learning for Life Explorer Post.
- B. To establish the basic operational processes necessary to operate a joint program.

Section 2. Basic Requirements.

- A. Each city shall be responsible for supplying a minimum of one advisor on a regular/continual basis. Before becoming an advisor the participating employee(s) shall complete the Learning for Life Youth Safety On-Line training. A copy of the training certificate will be provided to the City of Sumner.
- B. Explorers will participate in a minimum of one community event a year in each city. These events are:
 1. Algona: Algona Days, held traditionally in July of each year.
 2. Pacific: Pacific Days, held traditionally in July of each year.
 3. Sumner: Daffodil Parade, held traditionally in April of each year.

Section 3. Operations Board.

The Operations Board consists of all commissioned and civilian advisors from all participating cities. In addition one Explorer shall participate in the operations board. The board should meet quarterly to facilitate the planning and operations of the program.

- A. Lead Advisor: Responsible for the overall Explorer Program. Attend Washington Law Enforcement Explorer Advisor (WLEEA) meetings, or assign meeting attendance. This includes providing necessary documentation to Learning for Life, obtaining additional insurance coverage (WLEEA etc), event planning, tracking monthly hours and similar duties.
- B. Assistant Advisors: Assist with Explorer training and supervision. Perform duties of Lead Advisor as needed.
- C. Sumner Police Administrative Manager or Sumner Police Chief designee: An advisor who is responsible for administrative oversight of the program. Coordinate overall advisor training compliance; approve expenditures from Explorer Fiduciary Fund and other duties as needed.
- D. Police Explorer: Generally the Explorer holding the rank of Captain. The Explorer will participate in the planning of future training and events.

Annually an advisor will be selected to be the Lead Advisor. Consensus among all advisors will be used to determine which advisor will fill the Lead Advisor role. In the event a consensus cannot be reached the City's Police Department Directors will meet and determine who the Lead Advisor will be.

The Operations Board is responsible for:

- Developing, implementing, and enforcing the Explorer Program's policies and procedures.
- Responsible for approving civilian volunteer advisors.
- Reviewing financial reports provided by the City of Sumner.
- Recommending the approval of other jurisdictions wishing to join the South Valley Explorer Program. Jurisdictions wishing to join must do so via a separate Interlocal Agreement listing the Cities of Algona, Pacific and Sumner as Signatories.

Section 4. Finance. The South Valley Explorer Program is intended to be self-funding and may accept donations to assist with operational costs.

- A. Each city will be responsible for staff time to attend meetings, trainings, and events.
- B. All revenues shall be deposited into a fiduciary fund established and maintained by the City of Sumner. As expenditures are incurred they will be paid from the fiduciary fund.
 1. Upon request, but at least twice a year, the City of Sumner shall provide a financial status report to all involved cities.

2. The fiduciary fund is governed by the South Valley Police Explorers Fiduciary Fund Policy. This policy is written and approved by the participating agencies. The policy must cover the following areas:
 - Approved Revenues
 - Approved Expenditures
 - Purchasing Process / Limits
 - Purchase Reconciliation
- C. The fiduciary fund shall be audited by the Washington State Auditor's Office at the same time the City audit shall take place.
- D. Labor & Industries costs for the volunteer Explorers shall be paid by the City of Algona.
 1. The Lead Advisor shall be responsible for tracking the Explorers monthly hours and reporting those hours to the City of Algona.
 2. All parties agree that all officers, official, employees and volunteers will be covered under RCW Title 51, Industrial Insurance and shall adhere to all applicable rules and regulations.

Section 5. Access to Records. Duly authorized representatives of any participating city shall have the right to inspect the records and the financial records of the South Valley Explorer Program at any reasonable time.

Section 6. Termination. This Agreement may be terminated, without cause and for convenience, by any party by serving written notice of termination upon the other parties hereto sixty (60) days prior to the anticipated date of termination. In the event of termination, the remaining funds, after all outstanding invoices are paid, will be split evenly between the remaining cities.

Section 7. Mediation/Arbitration Dispute Resolution

- A. In the event any party should have a dispute relative to any of the terms and conditions of this agreement, or enforcement thereof, the cities agree to attempt to resolve such conflict first by negotiation between the Police Department Directors. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussion, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or polices before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
- B. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or thought JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
- C. In the event such effort is not successful, all parties shall resolve such dispute through the

Section 13. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, conditions or application; to this end the terms and conditions of this contract are declared severable.

Section 14. Counterparts. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

Dated this _____ day of _____ 2015.

CITY OF ALGONA

David Hill, Mayor

Diana Quinn, City Administrator

ATTEST:

Laurie Ulrich, City Clerk

APPROVED AS TO FORM:

Danielle Evans, City Attorney

CITY OF PACIFIC

Leanne Guier, Mayor

Richard Gould, City Administrator

ATTEST:

Amy Stevenson-Ness, City Clerk

CITY OF SUMNER

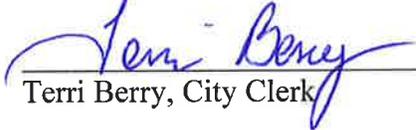


David L. Enslow, Mayor



John Galle, City Administrator

ATTEST:



Terri Berry, City Clerk

APPROVED AS TO FORM:



Brett C. Vinson, City Attorney



AGENDA BILL NO. 15-101

TO: Mayor Guier and City Council Members

FROM: Richard Gould, City Administrator

MEETING DATE: July 13, 2015

SUBJECT: Setting Public Hearing Date for Solid Waste Services

ATTACHMENTS: Resolution No. 2015-275

Previous Council Review Date: 07/06/2015

Background: The City issued an RFP for solid waste services in Pacific. The RFP stated that a public hearing would be held to solicit public input on the contract. Responses to the RFP were received. City staff evaluated the qualifications of the vendors, as described in the responses to the RFP. Based on the criteria established by the City Council, the City staff recommended to the Council one vendor that was initially determined to be the best qualified to provide solid waste services in Pacific – Waste Management. On May 18, 2015, at a special meeting, the City Council selected Waste Management of Washington, Inc. as the preferred provider of solid waste services in Pacific. Contract negotiations with Waste Management have been completed.

Summary: A public hearing was held on June 22, 2015, to receive public input regarding a draft contract. The contract was not ready for approval so a new public hearing needs to be held.

A new public hearing has been scheduled to receive public input on the proposed contract. The attached resolution will set the public hearing date for Monday, July 27, 2015, at approximately 6:30 p.m. for the public hearing.

Recommended Action: Approve Resolution No. 2015-275 setting the public hearing, directing the City Clerk to provide public notice of the public hearing.

Motion for Consideration: “I move to approve Resolution 2015-275 setting a public hearing on Monday, July 27, 2015 at approximately 6:30 p.m., to receive public input on the proposed solid waste services contract with Waste Management of Washington, Inc.”

Budget Impact: None

Alternatives: The City Council could decide to defer the public hearing which would require additional extensions to existing solid waste contracts. .

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2015 - 275**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON JULY 27, 2015 AT 6:30 PM, OR AS SOON THEREAFTER, IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO RECEIVE PUBLIC TESTIMONY REGARDING THE SOLID WASTE SERVICES PROPOSAL AND PROPOSED CONTRACT WITH WASTE MANAGEMENT OF WASHINGTON, INC.

WHEREAS, the City issued an RFP for solid waste services; and

WHEREAS, the City has, as a preliminary matter, selected Waste Management as the preferred provider of solid waste services in Pacific; and

WHEREAS, the City is currently engaged in negotiating a contract with Waste Management for solid waste services (the most recent draft is dated June 29, 2015;) and

WHEREAS, RCW 35.21.156(6) requires the legislative body of each city and town to hold a public hearing on the solid waste services proposal and proposed contract;

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

Section 1. That public testimony be heard regarding the solid waste services proposal and proposed contract with Waste Management of Washington, Inc. on Monday, July 27, 2015, at 6:30 p.m. in the Council Chambers of the City of Pacific, at Pacific City Hall, Pacific, Washington, or as soon thereafter as the same may be heard, and that

Section 2. The City Clerk is directed to provide Notice of such hearing as required by law.

PASSED BY THE CITY COUNCIL this 13TH day of July, 2015.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 15-102

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: July 13, 2015
SUBJECT: Purpose of the Governance Committee

ATTACHMENTS:

Previous Council Review Date: 07/06/2015

Summary: A discussion regarding the purpose of the Governance Committee has been requested to be added to the workshop agenda.

The Governance Committee was added as an ad hoc committee with the purpose of review and update of current municipal code items.

Recommended Action:

Motion for Consideration:

Budget Impact: None

Alternatives:

25,665.4260
CITY OF PACIFIC

Agenda Bills

| | | | |
|-----------------|------------------------------------|---------------|------------------|
| Agenda Item No. | Consent Agenda 10A | Meeting Date: | July 13, 2015 |
| <u>Subject:</u> | <u>Claim Voucher & Payroll</u> | Prepared by: | Richard Gould |
| | <u>Approval</u> | | Finance Director |

Summary:

Approval of Payroll for the period of June 16, 2015 through June 30, 2015; Claims Vouchers for June 23, 2015 through July 13, 2015.

| | | |
|-----------------------------|----|---------------------|
| Payroll Auto Deposit | \$ | 69,830.26 |
| Payroll Checks #4887 – 4891 | | 3,595.80 |
| EFT'S | | \$63,467.92 |
| Claim Checks 45286 – 45388 | | <u>\$520,584.46</u> |
| Total Expenditures | \$ | <u>\$657,478.44</u> |

Recommendation: Approval of payment for Payroll and Claims

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

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/23/2015 To: 07/13/2015

Time: 08:31:09 Date: 07/09/2015
Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|---------------------------------|-----------|---|
| 3778 | 06/23/2015 | Claims | 1 | EFT | WA ST DEPT OF LICENSING | 111.00 | CPL's PF0000292,PF0000295-299 |
| 3864 | 07/02/2015 | Payroll | 1 | EFT | | 143.33 | June 16-30 Payroll |
| 3866 | 07/02/2015 | Payroll | 1 | EFT | | 2,477.91 | June 16-30 Payroll |
| 3867 | 07/02/2015 | Payroll | 1 | EFT | | 2,157.60 | June 16-30 Payroll |
| 3868 | 07/02/2015 | Payroll | 1 | EFT | | 4,050.66 | June 16-30 Payroll |
| 3869 | 07/02/2015 | Payroll | 1 | EFT | | 2,192.15 | June 16-30 Payroll |
| 3870 | 07/02/2015 | Payroll | 1 | EFT | | 2,178.45 | June 16-30 Payroll |
| 3872 | 07/02/2015 | Payroll | 1 | EFT | | 1,249.42 | June 16-30 Payroll |
| 3873 | 07/02/2015 | Payroll | 1 | EFT | | 2,111.70 | June 16-30 Payroll |
| 3874 | 07/02/2015 | Payroll | 1 | EFT | | 92.08 | June 16-30 Payroll |
| 3875 | 07/02/2015 | Payroll | 1 | EFT | | 3,236.14 | June 16-30 Payroll |
| 3876 | 07/02/2015 | Payroll | 1 | EFT | | 318.14 | June 16-30 Payroll |
| 3877 | 07/02/2015 | Payroll | 1 | EFT | | 1,007.26 | June 16-30 Payroll |
| 3878 | 07/02/2015 | Payroll | 1 | EFT | | 162.29 | June 16-30 Payroll |
| 3879 | 07/02/2015 | Payroll | 1 | EFT | | 2,753.25 | June 16-30 Payroll |
| 3880 | 07/02/2015 | Payroll | 1 | EFT | | 91.68 | June 16-30 Payroll |
| 3881 | 07/02/2015 | Payroll | 1 | EFT | | 92.08 | June 16-30 Payroll |
| 3882 | 07/02/2015 | Payroll | 1 | EFT | | 2,234.97 | June 16-30 Payroll |
| 3883 | 07/02/2015 | Payroll | 1 | EFT | | 81.68 | June 16-30 Payroll |
| 3884 | 07/02/2015 | Payroll | 1 | EFT | | 150.76 | June 16-30 Payroll |
| 3885 | 07/02/2015 | Payroll | 1 | EFT | | 1,340.62 | June 16-30 Payroll |
| 3887 | 07/02/2015 | Payroll | 1 | EFT | | 1,050.99 | June 16-30 Payroll |
| 3888 | 07/02/2015 | Payroll | 1 | EFT | | 2,834.71 | June 16-30 Payroll |
| 3889 | 07/02/2015 | Payroll | 1 | EFT | | 1,592.06 | June 16-30 Payroll |
| 3890 | 07/02/2015 | Payroll | 1 | EFT | | 914.51 | June 16-30 Payroll |
| 3891 | 07/02/2015 | Payroll | 1 | EFT | | 2,436.62 | June 16-30 Payroll |
| 3892 | 07/02/2015 | Payroll | 1 | EFT | | 2,150.23 | June 16-30 Payroll |
| 3893 | 07/02/2015 | Payroll | 1 | EFT | | 1,456.88 | June 16-30 Payroll |
| 3894 | 07/02/2015 | Payroll | 1 | EFT | | 92.08 | June 16-30 Payroll |
| 3895 | 07/02/2015 | Payroll | 1 | EFT | | 340.36 | June 16-30 Payroll |
| 3896 | 07/02/2015 | Payroll | 1 | EFT | | 2,056.99 | June 16-30 Payroll |
| 3897 | 07/02/2015 | Payroll | 1 | EFT | | 84.47 | June 16-30 Payroll |
| 3898 | 07/02/2015 | Payroll | 1 | EFT | | 1,739.90 | June 16-30 Payroll |
| 3900 | 07/02/2015 | Payroll | 1 | EFT | | 1,966.12 | June 16-30 Payroll |
| 3901 | 07/02/2015 | Payroll | 1 | EFT | | 1,014.20 | June 16-30 Payroll |
| 3902 | 07/02/2015 | Payroll | 1 | EFT | | 5,364.92 | June 16-30 Payroll |
| 3903 | 07/02/2015 | Payroll | 1 | EFT | | 1,957.99 | June 16-30 Payroll |
| 3904 | 07/02/2015 | Payroll | 1 | EFT | | 1,432.16 | June 16-30 Payroll |
| 3906 | 07/02/2015 | Payroll | 1 | EFT | | 2,258.30 | June 16-30 Payroll |
| 3907 | 07/02/2015 | Payroll | 1 | EFT | | 1,838.27 | June 16-30 Payroll |
| 3908 | 07/02/2015 | Payroll | 1 | EFT | | 1,132.36 | June 16-30 Payroll |
| 3909 | 07/02/2015 | Payroll | 1 | EFT | | 1,550.67 | June 16-30 Payroll |
| 3910 | 07/02/2015 | Payroll | 1 | EFT | | 92.08 | June 16-30 Payroll |
| 3911 | 07/02/2015 | Payroll | 1 | EFT | | 2,221.85 | June 16-30 Payroll |
| 3912 | 07/02/2015 | Payroll | 1 | EFT | | 1,347.72 | June 16-30 Payroll |
| 3913 | 07/02/2015 | Payroll | 1 | EFT | | 1,421.15 | June 16-30 Payroll |
| 3914 | 07/02/2015 | Payroll | 1 | EFT | | 1,360.50 | June 16-30 Payroll |
| 3924 | 07/03/2015 | Payroll | 1 | EFT | INTERNAL REVENUE SERVICE | 27,715.26 | 941 Deposit For 07/02/2015 - 07/02/2015 |
| 3925 | 07/03/2015 | Payroll | 1 | EFT | WA ST DEPT RETIREMENT SYSTEM | 625.00 | 07/02/2015 To 07/02/2015 - DCP - DRS |
| 3926 | 07/03/2015 | Payroll | 1 | EFT | WA STATE SUPPORT REGISTRY | 229.00 | 07/02/2015 To 07/02/2015 - Child Support |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/23/2015 To: 07/13/2015

Time: 08:31:09 Date: 07/09/2015

Page: 2

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|---|-----------|---|
| 3927 | 07/03/2015 | Payroll | 1 | EFT | ASSOC OF WASHINGTON CITIES | 9,517.95 | 06/19/2015 To 07/02/2015 - Medical - Directors |
| 3943 | 07/03/2015 | Payroll | 1 | EFT | WA ST DEPT RETIREMENT SYSTEM | 16,637.65 | 06/19/2015 To 07/02/2015 - PERS 2; 06/19/2015 To 07/02/2015 - PERS 3 |
| 3944 | 07/03/2015 | Payroll | 1 | EFT | WA ST DEPT RETIREMENT SYSTEM | 8,632.06 | 06/19/2015 To 07/02/2015 - LEOFF 2 |
| 3865 | 07/02/2015 | Payroll | 1 | 4887 | | 1,400.88 | June 16-30 Payroll |
| 3871 | 07/02/2015 | Payroll | 1 | 4888 | | 1,178.82 | June 16-30 Payroll |
| 3886 | 07/02/2015 | Payroll | 1 | 4889 | | 127.19 | June 16-30 Payroll |
| 3899 | 07/02/2015 | Payroll | 1 | 4890 | | 842.87 | June 16-30 Payroll |
| 3905 | 07/02/2015 | Payroll | 1 | 4891 | | 46.04 | June 16-30 Payroll |
| 3945 | 07/06/2015 | Payroll | 1 | 45286 | AFLAC | 791.60 | 06/19/2015 To 07/02/2015 - AFLAC ACC Pre; 06/19/2015 To 07/02/2015 - AFLAC CAN Pre; 06/19/2015 To 07/02/2015 - AFLAC STD Post; 06/19/2015 To 07/02/2015 - AFLAC PSI Pre; 06/19/2015 To 07/02/2015 - AFL |
| 3946 | 07/06/2015 | Payroll | 1 | 45287 | AMERICAN LEGAL SERVICES | 50.68 | 06/19/2015 To 07/02/2015 - Legal Fee |
| 3947 | 07/06/2015 | Payroll | 1 | 45288 | NW ADMIN TRANSFER ACCOUNT | 43,529.30 | 06/19/2015 To 07/02/2015 - Medical - Police; 06/19/2015 To 07/02/2015 - Medical- Clerical Union |
| 3948 | 07/06/2015 | Payroll | 1 | 45289 | TEAMSTERS LOCAL 117 | 1,905.86 | 06/19/2015 To 07/02/2015 - Union Dues; 06/19/2015 To 07/02/2015 - Initiation Fees |
| 3949 | 07/06/2015 | Payroll | 1 | 45290 | WESTERN CONFERENCE OF TEAMSTERS PENSION | 2,132.58 | 06/19/2015 To 07/02/2015 - Union Pension |
| 4002 | 07/13/2015 | Claims | 1 | 45291 | AHBL INC | 17,040.58 | |
| 4003 | 07/13/2015 | Claims | 1 | 45292 | ALGONA COURTS | 5,330.55 | Algona Court June 2015 |
| 4004 | 07/13/2015 | Claims | 1 | 45293 | ALPINE PRODUCTS INC | 563.93 | PW: STREETS |
| 4005 | 07/13/2015 | Claims | 1 | 45294 | AUBURN ELECTRICAL SERVICE | 4,484.12 | POLICE: ELECTRICAL REPAIRS |
| 4006 | 07/13/2015 | Claims | 1 | 45295 | AUBURN VALLEY TOWING | 264.61 | POLICE: TOWING EXPENSE (2015-0489) |
| 4007 | 07/13/2015 | Claims | 1 | 45296 | AUS WEST LOCKBOX | 122.01 | CITY HALL & POLICE: DOOR MATS |
| 4008 | 07/13/2015 | Claims | 1 | 45297 | BHC CONSULTANTS, LLC | 2,277.10 | CD: BUILDING CODE & CONSTRUCTION COMPLIANCE SERVICES |
| 4009 | 07/13/2015 | Claims | 1 | 45298 | BLUMENTHAL UNIFORMS | 534.58 | POLICE: UNIFORM SUPPLIES; POLICE: UNIFORMS |
| 4010 | 07/13/2015 | Claims | 1 | 45299 | JASON BRANDT | 15.60 | COURT: JURY DUTY 05/29/15 |
| 4011 | 07/13/2015 | Claims | 1 | 45300 | DEBORAH LOUISE | 15.37 | COURT: JURY DUTY 05/29/15 |
| 4012 | 07/13/2015 | Claims | 1 | 45301 | JEFF CASTOR | 20.09 | COURT: JURY DUTY 05/29/15 |
| 4013 | 07/13/2015 | Claims | 1 | 45302 | CENTURLINK | 1,202.11 | |
| 4014 | 07/13/2015 | Claims | 1 | 45303 | CENTURLINK | 81.70 | |
| 4015 | 07/13/2015 | Claims | 1 | 45304 | CITY OF AUBURN | 141.72 | |
| 4016 | 07/13/2015 | Claims | 1 | 45305 | CITY OF ENUMCLAW | 480.00 | POLICE: JUNE 2015 JAIL SERVICES |
| 4017 | 07/13/2015 | Claims | 1 | 45306 | DEBRA CLARK | 22.27 | COURT: JURY DUTY 05/29/15 |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/23/2015 To: 07/13/2015

Time: 08:31:09 Date: 07/09/2015

Page: 3

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|------------------------------|------------|--|
| 4018 | 07/13/2015 | Claims | 1 | 45307 | COLUMBIA BANK | 2,051.78 | CITY CREDIT CARD |
| | | | | | CARDMEMBER SERVICE | | |
| 4019 | 07/13/2015 | Claims | 1 | 45308 | COPIERS NORTHWEST INC | 2,485.05 | COPY MACHINE LEASES & EXPENSES (INVOICE #1226913, 06/30/15); PW: PLOTTER SUPPLIES; SENIOR: COPY MACHINES |
| 4020 | 07/13/2015 | Claims | 1 | 45309 | CORDI & BEJARANO INC | 4,683.20 | COURT: PROSECUTING ATTORNEY |
| 4021 | 07/13/2015 | Claims | 1 | 45310 | JULIA DAVIDOV | 135.96 | COURT: INTERPRETER SERVICES |
| 4022 | 07/13/2015 | Claims | 1 | 45311 | CYNTHIA EDMON | 22.21 | COURT: JURY DUTY 05/29/15 |
| 4023 | 07/13/2015 | Claims | 1 | 45312 | EMPLOYMENT PUBLISHING | 349.00 | POLICE: "POLICE SPECIALIST" HELP WANTED AD |
| 4024 | 07/13/2015 | Claims | 1 | 45313 | ENVIRO-CLEAN EQUIPMENT, INC. | 258.42 | PW: VEHICLE REPAIR |
| 4025 | 07/13/2015 | Claims | 1 | 45314 | FERGUSON ENTERPRISES, INC. | 662.29 | PW: TOOLS |
| 4026 | 07/13/2015 | Claims | 1 | 45315 | FORMSOURCE INC | 69.05 | CD: BUSINESS CARDS |
| 4027 | 07/13/2015 | Claims | 1 | 45316 | NILDA GAERLAN | 15.60 | COURT: JURY DUTY 05/29/15 |
| 4028 | 07/13/2015 | Claims | 1 | 45317 | KENNETH GELTZ | 22.85 | COURT: JURY DUTY 05/29/15 |
| 4029 | 07/13/2015 | Claims | 1 | 45318 | GOSNEY AUTO PARTS, INC. | 292.20 | PW |
| 4030 | 07/13/2015 | Claims | 1 | 45319 | GRAINGER | 387.28 | PW: BATTERY PACK |
| 4031 | 07/13/2015 | Claims | 1 | 45320 | HH BAUER & ASSOC. | 303.73 | POLICE: PELICAN LIGHTS & BATTERIES |
| 4032 | 07/13/2015 | Claims | 1 | 45321 | HONEY BUCKET | 72.00 | PW: HONEY BUCKET RENTAL |
| 4033 | 07/13/2015 | Claims | 1 | 45322 | HYDRAULIC INSTALL REPAIR INC | 97.56 | PW: SPARE VALVE FOR VACTOR TRUCK |
| 4034 | 07/13/2015 | Claims | 1 | 45323 | ICON MATERIALS | 224,935.18 | STEWART RD/THORNTON AVE IMPROVEMENTS - MONTHLY PROGRESS ESTIMATE #10 (04/22/15 - 05/20/15) |
| 4035 | 07/13/2015 | Claims | 1 | 45324 | IMAGE MASTERS INC | 75.01 | POLICE: S. SHOOK PLAQUE |
| 4036 | 07/13/2015 | Claims | 1 | 45325 | INTERCOM LANGUAGE SERVICES | 717.50 | COURT: INTERPRETER SERVICES; COURT: INTERPRETER SERVICES |
| 4037 | 07/13/2015 | Claims | 1 | 45326 | RHONDA IYALL | 21.93 | COURT: JURY DUTY 05/29/15 |
| 4038 | 07/13/2015 | Claims | 1 | 45327 | CATHERINE JENSEN-VARNADORE | 21.93 | COURT: JURY DUTY 05/29/15 |
| 4039 | 07/13/2015 | Claims | 1 | 45328 | JOSHUA JOHNSON | 28.94 | COURT: JURY DUTY 05/29/15 |
| 4040 | 07/13/2015 | Claims | 1 | 45329 | SEPTEMBER JOHNSON | 28.94 | COURT: JURY DUTY 05/29/15 |
| 4041 | 07/13/2015 | Claims | 1 | 45330 | KEY MECHANICAL CO. OF WA | 752.86 | POLICE: EVIDENCE REFRIGERATOR REPAIRS |
| 4042 | 07/13/2015 | Claims | 1 | 45331 | LAURA KINDERKNECHT | 18.71 | COURT: JURY DUTY 05/29/15 |
| 4043 | 07/13/2015 | Claims | 1 | 45332 | KING COUNTY DIRECTORS' ASSOC | 74.02 | PW: OFFICE SUPPLIES |
| 4044 | 07/13/2015 | Claims | 1 | 45333 | KING COUNTY FINANCE | 110,064.76 | WASTEWATER TREATMENT |
| 4045 | 07/13/2015 | Claims | 1 | 45334 | LAW ENFORCEMENT SYSTEMS INC | 77.00 | POLICE: PARKING VIOLATION LABELS |
| 4046 | 07/13/2015 | Claims | 1 | 45335 | LOWE'S COMPANIES, INC | 215.96 | PW: SUPPLIES |
| 4047 | 07/13/2015 | Claims | 1 | 45336 | BARBARA MACINTYRE | 14.80 | COURT: JURY DUTY 05/29/15 |
| 4048 | 07/13/2015 | Claims | 1 | 45337 | MCLENDON HARDWARE | 281.86 | PW |
| 4049 | 07/13/2015 | Claims | 1 | 45338 | DOUGLAS MONTGOMERY | 15.60 | COURT: JURY DUTY 05/29/15 |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/23/2015 To: 07/13/2015

Time: 08:31:09 Date: 07/09/2015

Page: 4

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|--------------------------------------|-----------|---|
| 4050 | 07/13/2015 | Claims | 1 | 45339 | MORRIS LAW P.C. | 6,928.00 | CITY ATTORNEY SERVICES |
| 4051 | 07/13/2015 | Claims | 1 | 45340 | MOTION & FLOW CONTROL PRODUCTS, INC. | 26.05 | PW: PARTS |
| 4052 | 07/13/2015 | Claims | 1 | 45341 | GRETCHEN NEUERT | 17.79 | COURT: JURY DUTY 05/29/15 |
| 4053 | 07/13/2015 | Claims | 1 | 45342 | THE NEWS TRIBUNE | 425.96 | BUILDING INSPECTOR/CODE ENFORCEMENT AD |
| 4054 | 07/13/2015 | Claims | 1 | 45343 | DAVID NEWTON | 30.01 | POLICE: REIMB. FOR FUEL TO DRIVE NEW VEHICLE FROM LONGVIEW TO STATION |
| 4055 | 07/13/2015 | Claims | 1 | 45344 | MARY NICHOLLS | 19.05 | COURT: JURY DUTY 05/29/15 |
| 4056 | 07/13/2015 | Claims | 1 | 45345 | NORTHWEST SAFE CO., INC. | 1,728.45 | POLICE: GUN SAFE |
| 4057 | 07/13/2015 | Claims | 1 | 45346 | CITY OF PACIFIC | 685.59 | |
| 4058 | 07/13/2015 | Claims | 1 | 45347 | PETROCARD SYSTEMS INC | 2,189.39 | FUEL: C953582, 06/30/15 |
| 4059 | 07/13/2015 | Claims | 1 | 45348 | ROSALYN PRANDI | 27.33 | COURT: JURY DUTY 05/29/15 |
| 4060 | 07/13/2015 | Claims | 1 | 45349 | PREG O'DONNELL & GILLET PLLC | 233.50 | LEGAL SERVICES: CITY OF PACIFIC VS. CY SUN, NORCORSS CLAIM #M03.006228 (FILE #10599-0002) |
| 4061 | 07/13/2015 | Claims | 1 | 45350 | THE PRINT SHOP | 132.09 | POLICE: T. CARTER BUSINESS CARDS & CASE NUMBER CARDS |
| 4062 | 07/13/2015 | Claims | 1 | 45351 | PROSECUTING ATTORNEYS OFFICE | 258.54 | Algona Court June 2015; Pacific Court June 2015 |
| 4063 | 07/13/2015 | Claims | 1 | 45352 | PUGET SOUND ENERGY | 26,543.73 | |
| 4064 | 07/13/2015 | Claims | 1 | 45353 | RANDALL REAY | 22.39 | COURT: JURY DUTY 05/29/15 |
| 4065 | 07/13/2015 | Claims | 1 | 45354 | L STEPHEN ROCHON | 3,660.00 | COURT: JUDGE SERVICES |
| 4066 | 07/13/2015 | Claims | 1 | 45355 | LAYMON LYNN ROSS | 20.89 | COURT: JURY DUTY 05/29/15 |
| 4067 | 07/13/2015 | Claims | 1 | 45356 | SAM'S CLUB/GEMB | 93.84 | POLICE: BIKE RODEO SUPPLIES |
| 4068 | 07/13/2015 | Claims | 1 | 45357 | SCORE | 9,051.20 | POLICE: APRIL 2015 HEALTH SERVICES & MAY 2015 INMATE LODGING |
| 4069 | 07/13/2015 | Claims | 1 | 45358 | SHARE CORP. | 829.31 | PW: SEWER COMPOUND |
| 4070 | 07/13/2015 | Claims | 1 | 45359 | STEPHANIE SUE SHOOK | 111.40 | POLICE: REIMB FOR TRAVEL EXPENSES |
| 4071 | 07/13/2015 | Claims | 1 | 45360 | SHRED-IT USA INC. | 170.56 | SHREDDING SERVICES |
| 4072 | 07/13/2015 | Claims | 1 | 45361 | SOUND PUBLISHING INC | 1,121.10 | INVOICE #729540, 05/31/15 |
| 4073 | 07/13/2015 | Claims | 1 | 45362 | STAPLES BUSINESS ADVANTAGE | 72.43 | |
| 4074 | 07/13/2015 | Claims | 1 | 45363 | SUMMIT LAW GROUP | 2,498.50 | PERSONNEL LEGAL SERVICES; TEAMSTERS LOCAL 117 |
| 4075 | 07/13/2015 | Claims | 1 | 45364 | CITY OF SUMNER | 1,849.79 | JULY 2015 METRO ANIMAL SERVICES |
| 4076 | 07/13/2015 | Claims | 1 | 45365 | EMILY TERRELL | 18.36 | COURT: JURY DUTY 05/29/15 |
| 4077 | 07/13/2015 | Claims | 1 | 45366 | THE LOCK SHOP | 105.12 | POLICE: DUP KEYS |
| 4078 | 07/13/2015 | Claims | 1 | 45367 | THE PIN CENTER | 718.00 | CLERK: LAPEL PINS |
| 4079 | 07/13/2015 | Claims | 1 | 45368 | CAROLE TINGSTAD | 15.95 | COURT: JURY DUTY 05/29/15 |
| 4080 | 07/13/2015 | Claims | 1 | 45369 | UNIVAR USA INC | 9,860.41 | PW: CAUSTIC SODA |
| 4081 | 07/13/2015 | Claims | 1 | 45370 | US BANK N.A. - CUSTODY TREASURY DIV. | 70.00 | JUNE 2015 CUSTODY CHARGES |
| 4082 | 07/13/2015 | Claims | 1 | 45371 | VALLEY COMMUNICATIONS | 1,010.68 | POLICE: 800 MHz JUNE 2015 |
| 4083 | 07/13/2015 | Claims | 1 | 45372 | VERIZON WIRELESS | 1,899.37 | POLICE: CELL PHONES |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/23/2015 To: 07/13/2015

Time: 08:31:09 Date: 07/09/2015
Page: 5

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------------------------------|------------|--------|--------|-------|--------------------------------|------------|---|
| 4084 | 07/13/2015 | Claims | 1 | 45373 | WA ASSOCIATION OF BUILDING OFF | 45.00 | 2015 MEMBERSHIP DUES (MARC SCHOENBERG) |
| 4085 | 07/13/2015 | Claims | 1 | 45374 | WA ST DEPT ENTERPRISE SERVICES | 90.00 | POLICE: COMMERCIAL SHELF (SURPLUS PURCHASE) |
| 4086 | 07/13/2015 | Claims | 1 | 45375 | WA ST DEPT OF ECOLOGY | 49.00 | PW: 2014 HAZARDOUS WASTE GENERATION FEE |
| 4087 | 07/13/2015 | Claims | 1 | 45376 | WA ST TREASURER | 15,952.78 | Algona Court June 2015; Pacific Court June 2015 |
| 4088 | 07/13/2015 | Claims | 1 | 45377 | WASHINGTON STATE PATROL | 534.00 | POLICE: ACCESS USER FEE |
| 4089 | 07/13/2015 | Claims | 1 | 45378 | WATER MANAGEMENT LAB INC | 147.00 | PW: COLIFORM |
| 4090 | 07/13/2015 | Claims | 1 | 45379 | DEREK WEBER | 17.10 | COURT: JURY DUTY 05/29/15 |
| 4091 | 07/13/2015 | Claims | 1 | 45380 | WELLS FARGO FINANCIAL LEASING | 250.17 | SENIOR: COPY MACHINE; PW: PLOTTER |
| 4092 | 07/13/2015 | Claims | 1 | 45381 | MICHAEL WELLS | 21.70 | COURT: JURY DUTY 05/29/15 |
| 4093 | 07/13/2015 | Claims | 1 | 45382 | WHITE KNIGHT SAFE | 113.99 | PW: PADLOCKS FOR PARKS |
| 4094 | 07/13/2015 | Claims | 1 | 45383 | SUSAN WILLIAMS | 15.72 | COURT: JURY DUTY 05/29/15 |
| 4095 | 07/13/2015 | Claims | 1 | 45384 | JONATHAN WINDER | 23.54 | COURT: JURY DUTY 05/29/15 |
| 4096 | 07/13/2015 | Claims | 1 | 45385 | SAMANTHA M. ZINSLI | 122.00 | POLICE: PER DIEM FOR MEALS (NICS TAC TRAINING) |
| 4097 | 07/13/2015 | Claims | 1 | 45386 | BAILEY ZYDEK | 29.02 | COURT: JURY DUTY 05/29/15 |
| 4098 | 07/08/2015 | Claims | 1 | 45387 | GAIL BENNETT | 300.00 | JUNE 2015 CIVIL SERVICE COMM. SECRETARY |
| 4099 | 07/08/2015 | Claims | 1 | 45388 | RICHARD A. GOULD | 169.12 | FINANCE: REIMB. FOR MILEAGE (AWC CONFERENCE) |
| | | | | | | 188,813.22 | |
| 001 General Fund | | | | | | 188,813.22 | |
| 098 General Fund Equipment Reserve | | | | | | 5,709.87 | |
| 101 Street | | | | | | 17,945.91 | |
| 308 Valentine Road Project | | | | | | 1,861.08 | |
| 309 West Valley | | | | | | 15,495.54 | |
| 310 Stewart/Thornton Ave Rd Projec | | | | | | 222,665.13 | |
| 401 Water | | | | | | 38,711.30 | |
| 402 Sewer | | | | | | 127,253.08 | |
| 406 Water Capital Improvement | | | | | | 2,270.05 | |
| 409 Storm | | | | | | 15,413.47 | |
| 640 Algona Court | | | | | | 12,167.16 | |
| 800 Payroll EE Benefit Clearing | | | | | | 9,172.63 | |
| | | | | | | 657,478.44 | |
| | | | | | | Claims: | 472,285.44 |
| | | | | | | Payroll: | 185,193.00 |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

06/23/2015 To: 07/13/2015

Time: 08:31:09 Date: 07/09/2015

Page: 6

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
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Voucher Approval

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

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



City Council Minutes

Workshop
Monday, June 1, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Council President Walker called the regularly-scheduled meeting to order at 6:31 p.m. and led the Pledge of Allegiance.

ROLL CALL

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

Absent: Council Member Kave

STAFF PRESENT

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

ADDITIONS TO/APPROVAL OF AGENDA

Mayor Guier removed item D regarding the Anthem Heights Final Plat.

City Administrator Gould Change the wording from pending litigation to potential litigation on the executive session

Council Member Steiger added a discussion regarding the Hotel/Motel Tax Advisory Committee.

Mr. Newkirk added a discussion regarding setting a public hearing for the abatement of nuisance vegetation.

The amended agenda was approved unanimously by Council.

EXECUTIVE SESSION

Council President Walker announced an executive session for potential litigation per RCW 42.30.110(1)(i) for 15 minutes. He convened to executive session at 6:33 p.m.

Council President Walker reconvened the workshop at 6:48 p.m.

PRESENTATION: King County Flood Control District Levee Update

Jeanne Stypula, Supervising Engineer and Chris Brummer, Senior Engineer of the levee project from King County River and Floodplain Management Section of the King County Flood Control District. They provided updates about two capital projects in the Lower White River, including the Countyline Levee Setback and Right Bank Pacific Levee Setback.

PRESENTATION: Burlington Northern Santa Fe Discussion of Levee Project

Glen Gaz, Manager Engineering, NW Division, BNSF and Matt Wells, environmental attorney from Tupper Mack Wells PLLC, presented information to Council regarding the BNSF Railway involvement and property acquisition for the Countyline Levee Setback Project.

AGENDA ITEMS

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

Mr. Newkirk advised that a public hearing is a required part of the process to change the speed limit on Frontage Road

Direction by consensus of Council: Move forward to the meeting on June 8, 2015, consent agenda.

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

Mr. Newkirk advised the public hearing will provide an opportunity for public input on the proposed six-year plan.

Direction by consensus of Council: Move forward to the meeting on June 8, 2015, consent agenda.

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

Mr. Gould advised a public hearing is a required part of the RFP process for choosing a solid waste provider.

Direction by consensus of Council: Move forward to the meeting on June 8, 2015, consent agenda.

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

Mr. Newkirk informed Council the hearing is required in order to receive public comment regarding the nuisance vegetation.

Direction by consensus of Council: Move forward to the meeting on June 8, 2015, New Business section of the agenda.

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

City Clerk Amy Stevenson-Ness advised the position is expected to begin on June 18 through September 30, 2015. This is a non-benefit position but is required to join the union for the duration of the position. The pay will be \$2716.52/month, Range 1, Step 1 of the Collective Bargaining Agreement.

Direction by consensus of Council: Move forward to the meeting on June 8, 2015, consent agenda.

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

Mayor Guier advised the AWC annual business meeting will be held at the conference. Voting delegates need to be appointed to represent the City during the meeting. As the mayor and city administrator will be attending the conference, they are requesting appointment as the delegates.

Direction by consensus of Council: Move forward to the meeting on June 8, 2015,

G. Discussion: City Council Goals and Objectives.

Council President Walker opened the discussion with Council regarding Council goals and objectives that had been discussed at the Council retreat in May.

He suggested that the various goals and objectives be divided up by committee and discussed at the next committee meetings. Anything labeled council come back to the August council retreat.

He also suggested having dedicated meeting for the items to apply timelines for the goals and report back by the second workshop in August on the 17th.

Direction by consensus of Council: The City Clerk was asked to send an updated list of goals and objectives to Council for their review.

H. Discussion of Hotel/Motel Tax Advisory Committee Information.

Council Member Steiger requested hotel/motel tax committee information. He explained that he was merely assisting Council Member Oliveira. He spoke with MRSC who explained how the committee should work. He was advised to start with Pacific Partnerships and call other cities to talk to their representatives from smaller cities regarding what they're doing.

He advised that nothing can be done until a committee has been appointed.

Direction by consensus of Council: Put committee appointments on the agenda for June 8, 2015.

ADJOURN

Council President Walker adjourned the workshop at 8:19 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Workshop
Monday, June 15, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Pro Tem Putnam called the regularly-scheduled meeting to order at 6:33 p.m. and led the Pledge of Allegiance.

ROLL CALL

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

Absent: Council Member Steiger and Council President Walker

STAFF PRESENT

Public Works Manager Lance Newkirk, Assistant City Attorney Jim Kelly, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

AGENDA ITEMS

A. Discussion: Ordinance No. 2015-1901: Authorizing the execution of an agreement with Waste Management Services, Inc. for solid waste services in the City of Pacific.

City Administrator Gould discussed the proposed agreement with Waste Management as well as a proposed ordinance to amend the municipal code.

After lengthy discussion, Council directed that the agreement be moved forward to the meeting on June 22, 2015.

B. Discussion: Resolution No. 2015-263: Abatement of a nuisance tree at the intersection of 3rd Ave and West Valley Highway.

Mr. Newkirk advised of the mechanism to contact and abate a hazard on private property. He stated he was contacted about the tree by the property owner on June 15, 2015. He recommends that the resolution move forward to keep the steps in motion to abate the problem before June 30.

After discussion, Council directed that the item be moved forward to the meeting on June 22, 2015.

C. Discussion: Ordinance No. 2015-1900: Alteration of speed limit on Frontage Road.

Mr. Newkirk advised Council of the history of the Ordinance. A traffic study was commissioned with Transpo Group. They looked at local conditions as well as accident history and are recommending the speed limit set at 30 mph.

After discussion, Council directed that the item be moved forward to the meeting on June 22, 2015.

D. Discussion: Resolution No. 2015-264: Authorizing the execution of a King County Community Development Block Grant agreement, in the amount of \$106,000 to repair the senior center and community center roofing.

Mr. Newkirk informed Council the city has been awarded the grant and an agreement needs to be completed to receive the funds.

Direction by consensus of Council: Move forward to the meeting on June 22, 2015.

E. Discussion: Resolution No. 2015-265: Adopting the 2015-2021 Six-Year Transportation Improvement Program for the City of Pacific.

Mr. Newkirk discussed the Six-Year Transportation Improvement Program (STIP) for the City of Pacific. The program is a requirement of the Washington State Department of Transportation. Projects must be identified on the TIP and/or the STIP to be eligible for funding from Federal and State sources.

Direction by consensus of Council: Move forward to the meeting on June 22, 2015.

ADJOURN

Mayor Pro Tem Putnam adjourned the workshop at 7:31 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Regular Meeting
June 22, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

STAFF PRESENT

Public Safety Director John Calkins, Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, City Administrator Richard Gould, Attorney John Safarli, Assistant City Attorney Jim Kelly, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Mayor Guier removed the presentation from Glenda White due to Mrs. White's illness.

City Administrator Gould removed Item 8A, Solid Waste Services Agreement, from the agenda to be replaced with a discussion of an extension of the current solid waste collection agreements.

The amended agenda was approved unanimously by Council.

AUDIENCE COMMENT

Speaking before Council:

| | |
|--|--|
| Gerald McBreen, Pacifica Apartments; Poet Laureate for City of Pacific | Read a poem in honor of Glenda White |
| Don Thomson, 416 2 nd Ave SE | Would be nice to get a sound system; Businesses are disgruntled and not contributing to Pacific Partnerships; He inquired if the city can give an emergency grant to help fund Pacific Days. |

| | |
|--|--|
| Chris Cook, 126 Glacier Ave S, Pacific | Had a fire in his crawlspace and is requesting a waiver of utilities since he can't live in the house for approximately six months. Mayor Guier referred the item to the Public Works Committee meeting on July 1. |
|--|--|

PUBLIC HEARINGS:

A. Continued Public Hearing from June 8, 2015: Revisions to the Comprehensive Plan, Chapter 3 – Natural Environment Element and to Chapter 8 – Transportation

Mr. Dodge stated the City of Pacific received comments from Puget Sound Regional Council. Requested a continuation of the public hearing to July 27 to give the city time to discuss the letter with PSRC.

Mayor Guier opened the public hearing at 6:43 p.m.

Speaking before Council:

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|---|--|
| Jeanne Fancher, 37248 55 th Ave S, Member – Friends of the Lower White River | She saw there were comments from PSRC regarding habitat and hydrology forwarded the comments on to the Biodiversity Council and received a reply from one of the Fish and Wildlife Department biologists from Thurston and Pierce Counties. If Mr. Dodge can provide clarification of what PSRC needs, maybe that information can be forwarded on to the biologists to help save money for the city. |
|---|--|

Mayor Guier closed the public hearing at 6:45 p.m.

B. Nuisance Tree Abatement on West Valley

Mr. Newkirk stated this item is regarding a nuisance tree at 502 3rd Avenue SW. The owner has agreed to remove the tree by June 30.

Mayor Guier opened the public hearing at 6:45 p.m.

Speaking before Council:

There were no public comments received.

Mayor Guier closed the public hearing at 6:46 p.m.

C. Frontage Road Speed Limit Alteration

Mr. Newkirk stated a speed study was commissioned and a recommendation was received to adjust the speed limit from 25 to 30 miles per hour.

Mayor Guier opened the public hearing at 6:46 p.m.

Speaking before Council:

| | |
|---|---|
| Don Thomson, 406 2 nd Ave SE | Leave speed at 25 due to large trucks on the street coming and going; just asking for an accident if limit is raised. |
|---|---|

Mayor Guier closed the public hearing at 6:48 p.m.

D. 2016-2021 City of Pacific Six-Year Transportation Improvement Plan

Mr. Newkirk stated this is required by WSDOT to project out six year transportation needs. He said there are State unfunded mandates of approximately \$16 million in transportation needs.

Mayor Guier opened the public hearing at 6:50 p.m.

Speaking before Council:

There were no public comments received.

Mayor Guier closed the public hearing at 6:52 p.m.

E. Solid Waste Contract

Mr. Gould

Mayor Guier opened the public hearing at 6:54 p.m.

Speaking before Council:

| | |
|-------------------------------|--|
| Mark Gingrich, DM Disposal | Lack of information in the process; ask that bid amounts be provided to public at meeting; why hasn't city followed through; recommend stopping, taking a step back; |
| Laura Moser, Waste Management | Prepared, ready, able to service the entire City of Pacific |

City Clerk Amy Stevenson-Ness read into the record three comment letters regarding the proposed solid waste contract. The letters received were from the following:

- Steve Gordon, Owner, Valley Freightliner, Inc.
- Steve Gordon, Chief Operating Officer, Gordon Trucking, Inc.
- Mark Beatty, President, Valley Construction Supply
- Keith Bilbrey, Owner, Pacific Truck & Machinery Coating

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

REPORTS

A. Mayor

Mayor Guier reported:

- Expressed to the Police Department they did a great job on another successful Bike Rodeo. The Bike Car Wash was a big hit.
- The City Newsletter started going out on June 11. Due to a glitch, the addresses on the West Hill were omitted but that has been fixed. A new vendor has been chosen for the newsletter.
- Reminder about fireworks. Fireworks signs are out thanks to Bill Broaderson. Fireworks are illegal except for the safe/sane ones.
- Pacific Days is just a few weeks away. Hope that council will all participate.
- Fifth Monday Ask the Mayor will be on June 29, 2015, at 6:30.

B. Finance/City Administrator

City Administrator Gould reported:

- Next negotiations on July 8 with the Public Works/Clerical union. A comprehensive counter-proposal to cover full economic package will be prepared.
- Staff working with Technology committee for website building and support. Also working on RFP for new sound system
- A Wellness lunch was held by the Wellness Committee in conjunction with their current wellness challenge – Live Out Loud. A healthy potluck lunch was provided by participants and open to all employees as well as Council and Mayor.
- Bond instrument earned \$18,000 in interest vs. \$1K in it would have earned in the state pool. It was split out over all major funds
- He and Mayor Guier will be attending the annual AWC Conference in Wenatchee.

C. Court

No Report

D. Community/Senior/Youth/Services

No report

E. Public Works Department

Public Works Manager Lance Newkirk reported:

- Public Works crews are taking advantage of the good weather to accomplish maintenance.
- The striping on 1st Ave has been fixed.
- Pavement curb markings on Frontage are being completed.
- Kudos to Council Member Steiger for alerting the City to a sewer blockage on 3rd Ave.
- With state budget pending, the Department of Commerce, the Department of Ecology, and the Department of Transportation have put the city on notice that payments for any projects that we have going are put on hold until the state budget is settled.

F. Community Development Department

Community Development Manager Jack Dodge reported:

- Code enforcement officer can look at on 1st Ave.
- Regarding the Morgan property, they have determined where a drain field must go. They have a short-plat in with King County. As long as there's movement regarding the property, the grant will be fine
- He has sent out violation letters to the marijuana businesses.

G. Public Safety Department

Public Safety Director Calkins reported:

- Brought VRFA fireworks safety tips handout for the public.
- The Bike Rodeo was a big success. It was orchestrated by Lt. Massey, Stephanie Shook, and Samantha Zinsli.
- He introduced Officer Terry Carter who started on June 16 and welcomed him to the police department.
- He recognized Stephanie Shook for her years of service to the City of Pacific. She will be leaving the City of Pacific for the City of Arlington. He presented a plaque for her dedication and service.

H. City Council Members

Council Member Kave stated he would like to see more enforcement for fireworks infractions.

I. Boards and Committees

i. Finance Committee

Council Member Kave reported they met on Tuesday on June 16.

- **Transportation Benefits District (TBD) - discussion** – Transportation Benefits Districts were discussed and more research will be done along with looking into a tax lid lift or a voted on bond offering. This will come to Council once Lance is done with the street study.
- **Little Angel Childcare Conditional Use Permit and Building Permit** – Jack Dodge presented the Angel Daycare Permit cost owed due to prior owners not properly applying for them. They owe approximately \$12,000 and the committee asked that I set up a payment plan that goes no longer than 18 months, with interest.
- **Pierce County/Webstone former water customers** – Discussion about the Utility audit done on Webstone area in Pierce County. Committee approves not back billing the businesses but wants staff to inform the customers effected, about this.
- **Business and Occupation tax audit of City Customers** - Discussion about the B&O tax audit and how to handle this.
- **City Council identified Goals and objectives for the Finance Committee** - The Committee wants staff to work on the 5 goals/objectives identified by

Council. They include (1) Researching the viability of a Levy Lid Lift, (2) Adding (cost) security cameras to City hall, (3) Creating consortium style services among small cities located around Pacific, (4) Unfunded mandate compliance (identify them and the associated cost) and (5) A five year budget forecast (Financial Master Plan).

ii. Governance Committee

Council Member Oliveira stated a meeting will be held on July 7, 2015, at 6:30 p.m. A phone conference will be held with Sofia Mabee, personnel attorney, regarding the personnel policies/sick leave/shared leave.

iii. Human Services Committee

Council Member Garberding reported the meeting is normally scheduled for June 23. A pancake breakfast will be held on July 11. Items needed for the pancake breakfast include pancake mix, butter, link sausage, orange juice, and other items. A list of needed items will be emailed.

iv. Public Safety Committee

Council Member Garberding reported the meeting will be on July 14, 2015. If nothing is on the agenda, there will be no meeting.

v. Public Works Committee

Council Member Jones reported a meeting will be held on July 1, 2015.

vi. Technology Committee

Council Member Walker reported the committee met on June 18. Items discussed include adding security cameras in City Hall, modernization of the tech infrastructure, server and other network upgrades, drafting a surplus policy, and City Hall electrical infrastructure upgrades. A Granicus presentation will be on July 16.

vii. Park Board

No report

viii. Planning Commission

Mr. Dodge reported:

A meeting will be on June 23, 2015 to discuss sign code revisions, and revision to the subdivision code.

ix. Pierce County Regional Council (PCRC)

Mr. Newkirk stated the next meeting is July 9.

x. Sound Cities Association (SCA)

Mayor Guier reported she attended on June 6. Discussed was the Best Start for Kids. She wants to look into becoming a King County conservation committee member for the benefits to the city.

There was discussion on House Bill 2156, possible revenue to cities from marijuana.

She will be attending the SCA quarterly networking dinner, July 1 \$50/ticket for dinner; They are meeting at the Snoqualmie Golf Club. She encourage Council to attend and advised that the city will pay for tickets.

The next meeting is on July 8, 2015.

xi. South County Area Transportation Board (SCATBd)

Mr. Newkirk reported there were two presentations:

- HOT lanes for 405; and
- Sound Transit 2 and their progress with a bond issue.

xii. Valley Regional Fire Association (VRFA)

Council Member Walker reported the meeting was on June 9. There was a budget presentation. VRFA purchased additional fire hose as well as a used utility vehicle – a brush truck with off-road travel capability.

OLD BUSINESS

A. Resolution No. 2015-270: Authorizing the execution of an agreement with Waste Management Services, Inc. for solid waste services in the City of Pacific.

This item was removed by Mr. Gould at the beginning of the meeting and a conversation of current contract extension agreements was added.

Mr. Gould stated an agreement has not been finalized for solid waste services. An extension of the Waste Management and Murrey's Disposal contracts is needed.

After discussion, Mayor Guier stated the extensions will be on the workshop agenda on July 6 and there will be a special meeting after the workshop for adoption of the items.

B. Resolution No. 2015-263: Abatement of a nuisance tree at the intersection of 3rd Avenue and West Valley Highway.

Mr. Newkirk stated the resolution gives authorization to staff to abate the tree if the owner does not remove it by June 30.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2015-263, a Resolution Declaring a Violation of Pacific Municipal Code Chapter 8.20 authorizing the abatement and removal of the nuisance tree located at 502 3rd Avenue SW. Seconded by Council Member Oliveira.

COUNCIL MEMBER KAVE MOVED to amend the resolution to extend the date of compliance to July 15. Seconded by Council Member Walker.

Roll Call vote was taken on the amendment to the motion, resulting as follows:

Ayes:, Kave, Putnam, Steiger, Walker

Nays: Garberding, Jones

The motion carried 4-3.

Roll Call vote was taken on the amended motion, resulting as follows:

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

Nays: None

Absent: None

The motion carried 7-0.

C. Ordinance No. 2015-1900: Alteration of Frontage Road Speed Limit

Mr. Newkirk advised that a traffic study was commissioned with Transpo Group. They looked at local conditions as well as accident history and are recommending the speed limit set at 30 mph.

COUNCIL MEMBER JONES MOVED to adopt Ordinance No. 2015-1900, an Ordinance altering the speed limit on Frontage Road from 25 MPH to 30 MPH in accordance with the recommendations of the completed engineering and traffic investigation. Seconded by Council Member Putnam.

COUNCIL MEMBER KAVE MOVED to amend the ordinance to return the speed limit to 35 MPH. Seconded by Council Member Walker.

Roll Call vote was taken, resulting as follows:

Ayes: Kave, Walker

Nays: Garberding, Jones, Oliveira, Putnam, Steiger

Absent:

The motion fails 2-5.

Speaking before Council:

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|---|--|
| Don Thomson, 416 2 nd Avenue | If study recommends 30 or 35, table this item to make improvements to the road then revisit. |
|---|--|

Roll Call vote was taken on the motion, resulting as follows:

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

Nays: None

Absent: None

The motion carried 7-0.

D. Resolution No. 2015-264: Authorizing the execution of a King County Community Development Block Grant agreement, in the amount of \$106,000 to repair the senior center and community center roofing.

Mr. Newkirk advised that an agreement must be signed in order for the City to receive the grant money.

COUNCIL MEMBER OLIVEIRA MOVED to approve Resolution No. 2015-264 authorizing the execution of a King County Community Development Block Grant agreement, in the amount of \$106,000, to repair the senior center and community center roofing. Seconded by Council Member Kave.

Roll Call vote was taken, resulting as follows:

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

Nays: None

Absent: None

The motion carried 7-0.

E. Resolution No. 2015-265: Adopting the 2015-2021 Six-Year Transportation Improvement Program for the City of Pacific.

Mr. Newkirk stated the program is a requirement of the Washington State Department of Transportation. Projects must be identified on the TIP and/or the STIP to be eligible for funding from Federal and State sources.

COUNCIL MEMBER JONES MOVED to approve Resolution No. 2015-265 adopting the 2015-2021 Six-Year Transportation Improvement Program for the City of Pacific. Seconded by Council Member Putnam.

Speaking before Council:

| | |
|--|--|
| Jeanne Fancher, 37248 55 th Ave S | Is there provision in case of a lahar from the valley (not a specific project in TIP but improvement plan for 55 th) |
|--|--|

Roll Call vote was taken, resulting as follows:

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

Nays: None

Absent: None

The motion carried 7-0.

NEW BUSINESS

A. Resolution No. 2015-269: Hiring of Provisional Police Specialist

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

COUNCIL MEMBER KAVE MOVED authorizing the mayor to fill the Police Specialist II position temporarily by making a provisional appointment and execute the attached Letter of Agreement with Teamsters Local Union No. 117.” Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

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

Nays: None

The motion carried 7-0.

CONSENT AGENDA

A. Payroll and Voucher Approval

B. Minutes of the workshop and special meeting of May 18, 2015, and the meeting of May 26, 2015.

COUNCIL MEMBER PUTNAM MOVED to approve the Consent Agenda. Seconded by Council Member Jones.

Voice vote was taken and carried 7-0.

EXECUTIVE SESSION

At 8:19 p.m., Mayor Guier convened to executive session for Potential Litigation per RCW 42.30.110 (1)(i) for 20 minutes with potential action afterward.

At 8:39 p.m. Mayor Guier extended the executive session five minutes.

At 8:44 p.m. Mayor Guier reconvened the meeting.

Mr. John Safarli, Floyd, Pfleuger, and Ringer Law Firm, stated he is the outside counsel for the City of Pacific in the case where Mr. Calkins, Sgt. Boss, Lt. Massey, Officer Hong, and Officer Schleisman have sued the City of Pacific as well as Cy Sun. The claimants have agreed to dismiss claims with prejudice for a total of \$121,000, with the City contributing \$22,137.50. The remainder of the amount would be contributed by Canfield, the city’s former insurance.

COUNCIL MEMBER PUTNAM MOVED to authorize the mayor to execute the settlement letters for Bos, Calkins, Massey, Hong, and Schleisman and authorized monetary settlement in the amount of \$121,000 with the City of Pacific contributing \$22,137.50. Seconded by Council Member Garberding.

Roll Call vote was taken resulting as follows:

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

Nays: None

The motion carried 7-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 8:49 p.m.

Amy Stevenson-Ness, City Clerk