



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

January 25, 2016
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**
- (3) 4. **EXECUTIVE SESSION PER RCW 42.30.110(1)(H): To evaluate the qualifications of a candidate for appointment to elective office.**
5. **APPOINTMENT OF NEW COUNCIL MEMBER**
6. **OATH OF OFFICE**
7. **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.)

8. REPORTS

- A. Mayor
- B. City Administrator
- C. Public Works Department
- D. Community Development Department
- E. Public Safety Department
- F. City Council Members
- G. 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. Lodging Tax Advisory Committee
 - viii. Park Board
 - ix. Planning Commission
 - x. Pierce County Regional Council (PCRC)
 - xi. Sound Cities Association (SCA)
 - xii. South County Area Transportation Board (SCATBd)
 - xiii. Valley Regional Fire Association (VRFA)

9. OLD BUSINESS

- (29) A. **Resolution No. 2016-309:** Authorizing the execution of a Release and Covenant Not to Sue with Robinson Noble, Inc.

- (36) B. **Resolution No. 2016-311:** Authorizing the execution of an Agreement with Pathways Community Corrections for probation services.
- (51) C. **Resolution No. 2015-308:** Authorizing the execution of an agreement with RH2 Engineering, Inc. for water system hydraulic modeling.
- (72) D. **Resolution 2016-313:** Authorizing the Mayor to sign a release of easement for Sanitary Sewer Mains and Appurtenances granted to the City located at 1565 Valentine Avenue SE.
- (80) E. **Resolution No. 2016-314:** Authorizing the Mayor to execute and accept a water and sanitary sewer utilities easement for sanitary sewer mains, water mains, and appurtenances granted to the City from Night Train, LLC on property located at 1565 Valentine Avenue SE.

10. NEW BUSINESS

11. CONSENT AGENDA

- (92) A. Payroll and Voucher Approval
- (97) B. Approval of the minutes of the workshop and special meeting of December 21, 2015, and the meeting of December 28, 2015.
- (108) C. Approval of the membership to Sound Cities Association for 2016.
- (111) D. Approval of the membership to the AWC Drug and Alcohol Consortium for 2016.

12. ADJOURN

Finance Committee Garberding, Kave, Walker Meets: 3 rd Tuesdays	February 16, 2016 6:30 p.m.	City Hall
Governance Committee Kave, Oliveira, vacant Meets 1 st Tuesday	February 2, 2016 6:30 p.m.	City Hall
Human Services Committee Katie Garberding, Oliveira, Steiger Meets 4 th Tuesday	February 25, 2016 6:30 p.m.	City Hall
Park Board Meets 3 rd Tuesday	February 16, 2016 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	January 26, 2016 6:00 p.m.	City Hall
Public Safety Committee Katie Garberding, Kave, Steiger Meets 2 nd Wednesday	February 10, 2016 6:30 p.m.	City Hall
Public Works Committee Kerry Garberding, Vacant, Steiger Meets 1 st Wednesday	February 3, 2016 7:00 p.m.	City Hall
Technology Committee Kerry Garberding, Oliveira, Walker Meets: 3 rd Thursday	February 18, 2016 5:00 p.m.	City Hall

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



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



Agenda Bill No. 16-016

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk/Personnel Manager
MEETING DATE: January 25, 2016
SUBJECT: City Council Vacancy Applicant Interviews

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: Tren Walker's resignation from City Council left a vacancy. The city solicited applications for the vacant position with a submittal deadline of January 14, 2016, at 5:00 p.m.

The City received 6 applications from the following applicants:

- Justin Newlun
- Maria Abrejera
- Eddie Aubrey
- Howard Erickson
- Angela Zold
- Stacey Jackson

Mr. Aubrey withdrew his application for work-related reasons.

Council interviewed the applicants at the workshop on January 19 and will appoint a new Council Member on January 25.

Recommended Action: Nominate applicants for filling the vacancy then vote on each.

Motion for Consideration: "I move to appoint [applicant name] to fill the vacancy for Council Position 7 for a term to end December 31, 2017."

Budget Impact:

Alternatives:



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

AUG 11 2015

APPLICATION FOR CITY COUNCIL VACANCY/BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

X City Council _____ Planning Commission _____ Park Board _____ Lodging Tax Committee
_____ Civil Service Commission

NAME: EDDIE J. AUBREY DATE: 8-31-15

ADDRESS: [REDACTED] HOME PHONE [REDACTED]

PACIFIC, WA 98047 WORK PHONE: " "

CITY RESIDENT? YES NO HOW LONG? 3 yrs REGISTERED VOTER? YES NO
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

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

(SEE RESUME)

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

(SEE RESUME)

PROFESSIONAL EXPERIENCE:

(SEE RESUME)

ORGANIZATION AFFILIATIONS:

(SEE RESUME)

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

(SEE COVER LETTER ATTACHED)

GENERAL REMARKS:

(SEE COVER LETTER ATTACHED)

PLEASE RETURN COMPLETED APPLICATION TO:

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

Eddie J. Aubrey
SIGNATURE

Eddie J. Aubrey, J.D.



August 31, 2015

City of Pacific City Council and community members:

I am excited to submit this letter to express my desire, qualifications, education, and experience to fill the vacancy as City Council Member. I have dedicated 35 years in public service to making a difference and adding value to the public. As I transition from Chief Prosecuting Attorney into my own private practice law firm, I bring a strong breath of experience from the legal and judicial arena, litigation and all aspects of trial practice, TORT experience, analytical skills, risk management for a State agency, law enforcement knowledge and experience, arbitration and mediation, executive and administrative skills, and State legislature experience to this position.

My relevant experiences from 35 years of serving the public (including 18 years admitted to WSBA) as a Prosecuting Attorney for the King County and Renton Prosecutor's Office, Chief Prosecutor for Renton Prosecutor's Office, Judge (pro tem) for 3 judiciaries, TORT experience from the Attorney General's Office, Independent Reviewer (Police Auditor) for the City of Fresno California, Director and Risk Manager for the Public Safety Department of Tacoma Community College (TCC), Police Union Delegate, and as a Police Officer for the Santa Monica and Los Angeles Police Departments, have prepared me well for city governance.

My experience working with legislative bodies along with my skills and practice as an attorney within government practice will further enhance the Council and the community of Pacific. Such experience includes interacting with the City Council, Mayor and City Manager, while working as an Independent Reviewer in Fresno, California for over 1 ½ years; interacting with various department heads and the President's executive staff while a Director and Risk Manager at Tacoma Community College for over 4 years and managing a multi-million dollar budget and a staff of up to 37 employees; interacting with various State and local (government and non-government) agencies while successfully leading a supplemental budget request that netted 1.7 million dollars for State community colleges in 2008; and my overall interaction with Prosecuting Attorneys, City Attorney's, Judges, community advocates for economic justice, international governments to establish judicial democracy in Central Europe.

Over my career in law and justice, I have also worked closely with community members and college students concerning issues of major concern such as: fostering a climate of multicultural understanding between various cultures and groups with differing perspectives; collaboratively working with WFSE and WPEA employee and supervisory unions; and facilitating public forums with various student body groups concerning issues of parking, traffic flow, campus safety/security, and ADA access on campus.

My wife and I purchased a home in Pacific nearly 3 years ago and I am a US Citizen. I am excited to provide my skills and experience to benefit all citizens living in the City of Pacific as well as continuing a partnership with other local governments and businesses as a City Council Member in Pacific.

Sincerely,

Eddie J. Aubrey



Eddie J. Aubrey



Objective Pacific City Council Member

- Experience**
- Deputy Prosecutor/Chief Prosecutor (King County/Renton City Attorney) 1996-05, 11-Current**

Prosecution of felony and misdemeanor crimes, Chief Prosecuting Attorney (Renton) supervising 3 other prosecutors and directing the work of legal staff, conducts jury trials, writes and argues legal issues before various levels of courts (Municipal, Superior, and Court of Appeals), participates in various specialty courts (Drug Court, Treatment Court, Mental Health Court, Juvenile Court), provides legal advice to various stakeholders and negotiates various civil and criminal matters, special prosecutor for narcotics task force.
 - Director of Independent Review-OIR (Fresno, CA.) 2009-11**

Served as the first Independent Reviewer of the newly formed OIR overseeing the 900 sworn and civilian members of the Fresno Police Department. Enhanced public trust and strengthen community-police relations as a neutral, civilian third-party review of police policies, procedures, strategies, complaint and internal investigations. Audited and reviewed officer use of force and officer involved shootings. Provided recommendations as well as make policy and procedure recommendations to the City Manager, City Council, and Police Department executive staff.
 - Judge, pro tem (King County District, Kent & Auburn Municipal Courts) 2001-04, 08-09, 12-Current**

Acts as a Judge, pro tem, and presiding over criminal jury trials, bench trials, traffic infraction hearings, traffic accident hearings, parking citation hearings, mitigations, arraignments, pre-trial conferences, Adjudication by Mail, domestic violence reviews and trials, reviews and sentencing, jail calendars, Protection Order hearings, quash warrants, and other criminal motion and civil hearings. Lorem ipsum dolor
 - Director (Tacoma Community College) 2005-09**

Director of the Public Safety, Custodial, and Risk Management Departments. Directed the work of 37 employees and supervisors as well as represent the College concerning risk management issues. I worked closely with Human Resources and interacted with 3 different bargaining units concerning management and employee concerns.
 - Police Officer III/Agent (Los Angeles Police and Santa Monica Police Departments) 1980-94**

Performed patrol duties, arrested offenders and completed reports, supervisor of the 911 center, Training Officer, DARE officer, DRE Expert, conducted town hall meetings after the Rodney King incident, EOCC member, and received 37 commendations for service.



Education

Juris Doctorate (Seattle University School of Law)

1994-96

Bachelor of Arts-Management (University of Phoenix)

1990-94

Affiliations

Washington Executive Leadership Academy

Washington State Bar Association

King County Bar Association

National Association of Civilian Oversight of Law Enforcement

Leading from the Middle Seminar

Leading from the Edge Seminar

Seattle Diversity Council

John Stanford Public Service Academy

Intermediate, Advanced Police Officer Certificates Supervision School

Trial Advocacy-National District Attorney Association

Department of Justice Training-Gangs

Department of Justice Training-Drug Enforcement

Certified POST Basic, Intermediate, Advanced Police Officer Certificates Tacoma-Pierce Chamber

of Commerce Leadership Academy Spanish-Immersion School Guatemala

Fraud and Identity Theft Training

Supervision School



AUG 17 2015

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

APPLICATION FOR CITY COUNCIL VACANCY/BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

City Council Planning Commission Park Board Lodging Tax Committee
 Civil Service Commission

NAME: Howard G Erickson DATE: 8-31-15

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]

WORK PHONE: _____

CITY RESIDENT? YES NO HOW LONG? 55 YRS REGISTERED VOTER? YES NO
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

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

[REDACTED]

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

1 thru 12 Auburn High

PROFESSIONAL EXPERIENCE:

Owner of Erickson Glass 25 yrs
Mason City of Pacific 12 yrs
Public Works Director 20 months

ORGANIZATION AFFILIATIONS:

Former Board of Trustees Auburn Eagles #7298

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

I believe I can help City accomplish goals + operation

GENERAL REMARKS:

I am experienced + no most of working of City Government

PLEASE RETURN COMPLETED APPLICATION TO:

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

Howard G Erickson
SIGNATURE 9



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

JAN 11 2016

RECEIVED
CITY OF PACIFIC

JAN 11 2016

APPLICATION FOR CITY COUNCIL VACANCY/BOARD/COMMISSION/COMMITTEE POSITION
PERSONNEL MANAGER

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

City Council Planning Commission Park Board Lodging Tax Committee
 Civil Service Commission

NAME: Mr. Steven Jackson SR

DATE: _____

ADDRESS: [REDACTED]

HOME PHONE: [REDACTED]

Pacific, WASH 98047

WORK PHONE: [REDACTED]

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

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

Westin Hotel [REDACTED] Seattle, WASH 98101

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

Nathan Hale 1983

PROFESSIONAL EXPERIENCE:

Shop steward for 5 yrs at the Westin Hotel

ORGANIZATION AFFILIATIONS:

Local # 8 Union

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

I love helping people. We need another strong voice.

GENERAL REMARKS:

PLEASE RETURN COMPLETED APPLICATION TO:

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

Mr. Steven Jackson SR
SIGNATURE



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JAN 04 2016

CITY CLERK
PERSONNEL MANAGER

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

APPLICATION FOR CITY COUNCIL VACANCY/BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

City Council Planning Commission Park Board Lodging Tax Committee
 Civil Service Commission

NAME: Justin Bryant Newlin DATE: 12/30/15

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]

Pacific WA 98047 WORK PHONE: [REDACTED]

CITY RESIDENT? YES NO HOW LONG? 3 REGISTERED VOTER? YES NO
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

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

Erickson Refrigeration - Commercial Refrigeration

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

Resume is Attached

PROFESSIONAL EXPERIENCE:

Resume is attached

ORGANIZATION AFFILIATIONS:

City of Pacific Planning Commission

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

My Family has been a part of the city since 1988 I feel like I could be an asset to the community

GENERAL REMARKS:

PLEASE RETURN COMPLETED APPLICATION TO:

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

Justin B Newlin
SIGNATURE



Justin B.Newlun

Objective

Seeking a position that will benefit from my Management and customer service experience, positive interaction skills where my 14 year of experience can improve the customer satisfaction

Experience

2015-Current Erickson Commercial Refrigeration Auburn, Wa

Office Administrator

- Schedule and supervise Technician.
- Daily, monthly, and yearly Finance reports.
- Maintain EPA standards logs amongst company.
- Aid in Account Receivable.

2008-2015 Pacific/Algona post office Pacific, Wa

Postmaster

- Organize and supervise activities such as the processing of incoming and outgoing mail.
- Daily, monthly, and yearly Finance reports
- Prepare and submit detailed and summary reports of post office activities to designated supervisors.

2002-2015 O2 Properties Auburn, Wa

Onsite Property Manager

- Collected rent.
- Contracts with tenants by negotiating leases; collecting security deposit.
- Maintains property by investigating and resolving tenant complaints; enforcing rules of occupancy; inspecting vacant units and completing repairs; planning renovations.

2003-2008 Adesa Seattle Auburn, WA

Production Manager

- Determining quality control standards.
- Supervising and managing body shop, parts department, condition report writers.
- Vehicle estimating.
- Customer Service with General Motors, Chrysler, Subaru, Mitsubishi, and multiple wholesale and retail Vehicle sales lots.

2001-2003 Clubhouse Bar and Grill Federal Way, Wa

Kitchen Manager

- Ordering and maintaining all inventory and equipment
- Trained and developed crew members
- Ensured the quality and safety of food
- Coordinate efforts of the front end with the kitchen

Education

- 2015 Rockwell Institute Bellevue, Wa
 - Real Estate Licensing course
- 2009 DOL Adult family home License course Olympia, WA
 - Adult family home management certification
- 2003 Clover park Technical College Lakewood, WA
 - I-Car Certification
- 2001-2002 Highline Community College Des Moines, Wa
 - Early Childhood education major
- 1998-2001 Black River High School Renton, WA
 - High School Diploma
 - John Hannon Award
 - Washington State/Seattle Times/Renton S.D. Student of the year

Additional

- City of Pacific Planning Commissioner 2015-2020
- Uk Elite Coaching staff
- 2012 Auburn Youth Sports Y8 Soccer Coach
- Pacific Partnership nonprofit 501c event staff
- Discovery House for Battered women and children

References

Available upon request

ATTN: Amy Stevenson-Ness

100 3rd Ave. SE. Pacific, WA 98047

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AUG 31 2015
CITY OF PACIFIC
PERSONNEL MANAGER

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CITY OF PACIFIC
JAN 08 2016
CITY CLERK
PERSONNEL MANAGER

Application Regarding Vacant City Council Position

Angela Zold



City of Pacific

EMPLOYMENT APPLICATION AN EQUAL OPPORTUNITY EMPLOYER

It is our policy to comply fully with all federal, state and local equal employment opportunity laws. This organization provides equal employment and advancement opportunities for all persons regardless of race, creed, sex, national origin, age, religion, disability, marital status, sexual orientation or any other classification protected by law.

Employees of this organization are selected in order to accomplish the legal and operational duties established by statute and by the policy choices of the organization's elected officials. Each employee is expected to conduct him / herself in a manner which reflects favorably upon the organization and recognize that our employees are subject to additional public scrutiny in their public and personal lives.

PLEASE PRINT IN INK

NAME (As it appears on Social Security Card / Work Permit Card)		Last <i>ZOLD</i>		First <i>ANGELA</i>		M.I. <i>C</i>	
SOCIAL SECURITY NUMBER		[REDACTED]					
ADDRESS		[REDACTED]					
CITY, STATE, ZIP		<i>PACIFIC, WA 98047</i>					
HOME TELEPHONE		[REDACTED]		MESSAGE CONTACT Name _____ Area Code _____ Number _____			
DAYTIME TELEPHONE		[REDACTED]		ARE YOU AT LEAST 18 YEARS OLD? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
OTHER NAMES YOU HAVE USED:		<i>ANGELA C. STOFFER</i>					
POSITION APPLIED FOR:		<i>CITY COUNCIL</i>		SALARY REQUIREMENTS:		<i>\$ D.O.E.</i>	
REFERRED FOR THIS POSITION BY:		<i>AS POSTED ON THE CITY WEBSITE</i>		DATE AVAILABLE:		<i>9/17/15</i>	
HAVE YOU EVER BEEN EMPLOYED BY THIS ORGANIZATION? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				WHEN?		DEPARTMENT:	
SUPERVISOR:				REASON FOR LEAVING:			
HAVE YOU EVER BEEN CONVICTED OF A FELONY? A CONVICTION WILL NOT NECESSARILY DISQUALIFY AN APPLICANT FROM EMPLOYMENT <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If Yes, Give location, date, charge and disposition of case(s) on a separate page		IF APPLYING FOR A POSITION WHICH REQUIRES DRIVING A VEHICLE, PLEASE PROVIDE THE FOLLOWING INFORMATION: I HAVE A VALID DRIVER'S LICENSE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO D.L.# _____ STATE _____		CAN YOU, IF HIRED, SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

U.S. MILITARY SERVICE

If you have served in the U.S. Military, please provide the following information:

_____ Branch of Service _____

From: _____ To: _____
Dates Served Type of Discharge

EDUCATION / SKILLS

EDUCATIONAL LEVEL	NAME	CITY	STATE	CIRCLE YRS. COMPLETED	UNITS COMPLETED	DEGREE	MAJOR
HIGH SCHOOL	STELLACOOM HIGH	STELLACOOM,	WA	9 10 11 (12)			
COMMUNITY or JUNIOR COLL				1 2			
				1 2			
BUSINESS or TRADE SCHOOL	CLOVERPARK TECHNICAL	LAKESIDE,	WA	1 (2)		AA in APPLIED TECH.	INTERIOR DESIGN DRAFTING
COLLEGE or UNIVERSITY	PIERCE COLLEGE	LAKESIDE,	WA	1 (2) 3 4	90	-	ARTS & SCIENCES
				1 2 3 4			
				1 2 3 4			
GRADUATE SCHOOL							

COMPUTER SOFTWARE SKILLS

COMPUTER SOFTWARE	Name of Software	Your Proficiency With The Software		
Word Processing	MICROSOFT WORD	<input type="checkbox"/> Skilled	<input checked="" type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Spreadsheet	MICROSOFT EXCEL	<input checked="" type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Database	VARIOUS INDUSTRY SPECIFIC DATABASES	<input checked="" type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Other		<input type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar

LICENSES / CERTIFICATIONS / ORGANIZATIONS

PROFESSIONAL LICENSES and CERTIFICATIONS (Job Related)	TYPES OF LICENSES and CERTIFICATES	DATE ISSUED	REGISTRATION NUMBER	STATE	EXPIRES MO/YR
	NAR	10/99		WA	06/16
	CPR/FIRST AID	3/15		WA	03/17

PROFESSIONAL, SCHOLASTIC and OTHER ORGANIZATIONS (Job Related)	NAME	DATE	NAME	DATE
Exclude memberships that indicate your race, religion, color, national origin, ancestry, sex, age, disability or veteran status				

JOB RELATED TRAINING

NAME OF COURSE	YEAR COMPLETED	NAME OF COURSE	YEAR COMPLETED

REFERENCES

NAME NORMA OWENS
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP PROJECT MANAGER MENTOR
(No Relatives)

NAME Nanelite VANDELFORD
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP SUPERVISOR
(No Relatives)

NAME CAMILLE ROGERS
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP CO-WORKER
(No Relatives)

NAME JEFF OR CHRIS RICKETS
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP COMMUNITY MEMBER
(No Relatives)

EMERGENCY CONTACT

NAME JAMES NELSON RELATIONSHIP SIGNIFICANT OTHER
ADDRESS [REDACTED] CITY, STATE, ZIP [REDACTED]
HOME PHONE [REDACTED] BUSINESS PHONE SAME

AUTHORIZATION AND AGREEMENT

I HEREBY AUTHORIZE YOU TO CONTACT: MY PRESENT EMPLOYER(S): YES NO
MY PAST EMPLOYERS: YES NO

As part of our normal procedure in processing applications, a routine inquiry will be made concerning your background. Former employers, school record offices and personal, school and employment references may be contacted by a consumer reporting agency to verify and obtain information concerning your background, qualifications, school and work records. You may be asked to sign another form authorizing the release of school records or to supply grade transcripts. Information gathered about your background and qualifications will be used to help make a fair employment decision. This information will only be available to those participating in this decision or those who process employment applications. As part of this investigation, a check of criminal records will also be conducted by a consumer reporting agency. This agency may keep and use information it supplies to us in this investigation for its own business purposes. Further information such as the name of the consumer reporting agency or the nature and scope of such inquiry, if one is made, is available to you upon written request. You will also be given a separate disclosure and authorization to review and sign concerning any reports prepared about your background for us by a consumer reporting agency that compiled the report.

CA and MN only: check here if you wish to receive a copy of the consumer report directly from the consumer reporting agency that compiled the report.

I hereby authorize the employer, its representatives, employees or agents to conduct all pre-employment inquiries and tests as described. I further authorize the employer and its agents to verify all statements contained in this application and any other materials I submit in connection with my employment application. I agree to complete any requisite authorizations forms. I release the employer, its agents and all providers of information from any liability arising out of the gathering and use of such information. In the event of employment, this authorization and release is valid throughout my employment and a photocopy is as effective as the original.

I understand all offers of employment are conditional upon satisfactory reference checks, successful completion of all pre-employment tests and production of all documents necessary for the employer to verify my identity and work authorization in accordance with the requirements of the Immigration and Naturalization Services.

As an employer, this organization is subject to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Applicants who believe they are covered by these Acts are invited to identify their disabilities and special accommodations they feel are necessary to adequately perform their jobs. Submission of this information is strictly voluntary and may be made to the Human Resources Manager.

I certify the information provided in this application is true and complete to the best of my knowledge. I understand withholding pertinent information or submitting false or misleading information on this application, my resume, during interviews or at any other time during the hiring process constitutes valid grounds for disqualification from further consideration for hire or immediate dismissal from employment and loss of all employee benefits and privileges. I further understand and agree that the employer shall not be liable in any respect if my employment is so denied or terminated.

I understand and agree that if I am applying for a law enforcement or jail position, I will be required to comply with all the requirements of the Peace Officer Standards and Training Board (or equivalent agency) required by the state. I further understand that any offer of employment is conditioned upon completing all those tests, including physical agility, to determine my fitness for this position.

I understand the acceptance of this application by the employer neither expresses nor implies I will be offered employment. I understand my employment is at will and I may resign at any time for any reason; similarly, my employment may be terminated by the organization at any time for any reason. Any changes to this at-will employment agreement will not be valid unless in writing signed by me and a duly authorized representative of this employing organization.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AUTHORIZATION AND AGREEMENT STATEMENTS.

SIGNATURE OF APPLICANT *Angela Z...* DATE 6/31/15

EMPLOYMENT HISTORY

THIS PORTION OF THE APPLICATION MUST INCLUDE A MINIMUM OF 10 YEAR WORK HISTORY AND MUST BE COMPLETED EVEN IF SUPPLEMENTED BY A RESUME

LIST YOUR MOST RECENT EMPLOYER FIRST INCLUDING U.S. MILITARY SERVICE AND UNPAID OR VOLUNTEER WORK.
BASE SALARY DOES NOT INCLUDE OVERTIME, BONUSES OR COMMISSIONS.

FROM (Mo/Yr) 10/10 TO (Mo/Yr) CURRENT TOTAL 4 YRS 11 MOS. YOUR POSITION COMMUNITY ACCESS SFC. DSP
 EMPLOYER: TOTAL LIVING CONCEPT YOUR SUPERVISOR TONI MONIZON
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS NON-PROFIT REASON FOR LEAVING CURRENTLY EMPLOYED
 BASE SALARY 12.20 16.50 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES 1000 PER ANNUM
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES AID DISABLED ADULTS ACCESS THEIR COMMUNITIES

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION DOCUMENT CONTROLLER
 EMPLOYER: TTF AEROSPACE YOUR SUPERVISOR DAN LAM
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS AEROSPACE REASON FOR LEAVING PROJECT COMPLETE
 BASE SALARY _____ 1 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES PROCURE, EDIT, PREPARE DOCUMENTS FOR SUBMITTALS, PREPARE DOCS

FROM (Mo/Yr) 5/08 TO (Mo/Yr) 03/09 TOTAL 1 YRS 10 MOS. YOUR POSITION DESIGN/DRAFTER
 EMPLOYER: SPECIALTY WOOD MFG YOUR SUPERVISOR TOM HOBSON
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS MANUFACTURING/MILLWORK REASON FOR LEAVING LAID-OFF
 BASE SALARY 15.50 15.50 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES 500 HOLIDAY
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES DRAFT/DESIGN COMMERCIAL FIXTURES/FURNITURE

FROM (Mo/Yr) 09/08 TO (Mo/Yr) 04/08 TOTAL _____ YRS 1 MOS. YOUR POSITION LOGISTICS COORDINATOR/P.M. INTERN
 EMPLOYER: MCKINLEY HILL BUSINESS DISTRICT YOUR SUPERVISOR NORMA OWENS
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS _____ REASON FOR LEAVING COMPLETED CONTRACT OBLIGATIONS
 BASE SALARY 500 STIPEND MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES COORDINATED VOLUNTEERS, VENDORS + HANDLED PERMITTING FOR LOCAL ANNUAL FESTIVAL. (2007-2008)

FROM (Mo/Yr) 01/06 TO (Mo/Yr) 03/08 TOTAL 2 YRS 2 MOS. YOUR POSITION DESIGNER
 EMPLOYER: KOMRAN INC. YOUR SUPERVISOR HELLE SORENSON
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS SALES/DESIGN REASON FOR LEAVING DESIRED A MORE POSITIVE ENVIRONMENT
 BASE SALARY 10.50 14.50 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES DESIGN/DRAFT PLAYGROUNDS, PREPARE PROPOSALS + PRESENTATIONS

(ATTACH ADDITIONAL PAGE IF NECESSARY)

EXPLANATION OF INTERRUPTIONS IN EMPLOYMENT HISTORY

Please use this space to explain employment history interruptions since high school that do not pertain to pregnancy, child care, disability or any other protected activity.

I WAS A PROFESSIONAL FOSTER PARENT FROM 01/09 - 08/11

(ATTACH ADDITIONAL PAGE IF NECESSARY)

EMPLOYMENT HISTORY

THIS PORTION OF THE APPLICATION MUST INCLUDE A MINIMUM OF 10 YEAR WORK HISTORY AND MUST BE COMPLETED EVEN IF SUPPLEMENTED BY A RESUME

LIST YOUR MOST RECENT EMPLOYER FIRST INCLUDING U.S. MILITARY SERVICE AND UNPAID OR VOLUNTEER WORK.
BASE SALARY DOES NOT INCLUDE OVERTIME, BONUSES OR COMMISSIONS.

FROM (Mo/Yr) 5/05 TO (Mo/Yr) 12/05 TOTAL _____ YRS 7 MOS. YOUR POSITION DESIGNER
EMPLOYER: THE CLOSET FACTORY YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS SALES REASON FOR LEAVING TOO FAR COMMUTE
BASE SALARY 25% COMMISSION MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES MEASURE, DESIGN & SELL CUSTOM CLOSETS

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

(ATTACH ADDITIONAL PAGE IF NECESSARY)

EXPLANATION OF INTERRUPTIONS IN EMPLOYMENT HISTORY

Please use this space to explain employment history interruptions since high school that do not pertain to pregnancy, child care, disability or any other protected activity.

(ATTACH ADDITIONAL PAGE IF NECESSARY)

FAIR CREDIT REPORTING ACT
Disclosure and Authorization Statement

To: All Applicants For Employment *(Please Read Carefully Before Signing Below)*

In processing my application for employment, I understand the employer, its representatives, employees or agents may obtain a consumer report and investigative consumer report for employment purposes concerning my past employment, work habits, education, military record, motor vehicle record, credit background, references, character, general reputation, personal characteristics, mode of living, civil judgments, liens, and information about my criminal conviction background consistent with state and federal law.

I understand that upon written request to the employer, I will be informed whether an investigative consumer report through a consume reporting agency was requested and I will be given information as to the nature and scope of the investigation and a summary of my rights under the Fair Credit Reporting Act. I understand an investigative consumer report is a report in which information concerning my character, general reputation, personal characteristics or mode of living is obtained through personal interviews with neighbors, friends, associates or others with whom I am acquainted or who may have knowledge concerning this information.

By signing below, I authorize this employer to obtain a consumer report and an investigative consumer report on me as part of the preemployment background and investigation process. If I am offered employment, I further authorize my employer to obtain additional consumer and investigative consumer reports and updates on me for employment purposes at any time during my employment. A copy of this authorization is as valid as the original.

ANGELA ZOLD

Name *(please print)*



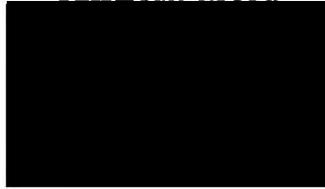
Signature

8/31/15

Date Signed

(PLEASE RETURN THIS PAGE WITH YOUR COMPLETED APPLICATION)

Angela Zold



Areas of Experience/ Skills:

- Prioritization & organizational skills; Critical/Analytical thinking
- Team leader; Collaboratively working with interdisciplinary teams
- Management & Supervision experience
- Information Technology fluency; Data management, archiving, and retrieval
- Customer Focused: developing and sustaining customer relations coupled with initiating action and high quality productivity.

Education:

Associates of Applied Technologies / 2005 / Clover Park Technical College / Lakewood, WA
No Degree Obtained / 1996-1998 / Pierce College / Lakewood, WA

Professional Experience:

Direct Support Professional/Community Guide, Total Living Concept, 10/10-Current, Kent, WA

- Clinical documentation, Behavioral Support, Interventions with DDD, Mental Health, and/or cognitive delayed. Community Liaison/Support, treatment planning, goals, objectives in a collaborative effort in residential settings.

Designer/Drafter, Specialty Wood Manufacturing, 05/08-03/09, Tacoma, WA

- Project management, engineering, 3D modeling, Procurement of parts, materials, information, CAD drafting, construction documentation in a manufacturing setting.

Designer/Drafter, Kompan, Inc., 01/06-03/08, Tacoma, WA

- Customer service with management skills, project management, code compliance verification, CAD drafting, construction documentation, prepared requested presentation materials and reports from multiple data sources, world-wide shipping experience, archived files, monitored and tracked data, daily use of multiple software programs, equipment and computer operation systems.

Community Outreach:

- Community Clean-up/volunteer 2006-present
- McKinley Hill Business District Logistics Coordinator/Project Manager Intern 2007/2008
- Foster Parent 2003-2010

References:

Nanette Vanderford, TLC Supervisor, [REDACTED]
Norma Owens, Outreach Case Manager/McKinley Hill Business District-President (formerly),
[REDACTED]

Camille Rogers, Direct Support Professional, Total Living Concept, [REDACTED]

Angela Zold Quick Facts:

Lived in Pacific since 2012; Born and raised in Washington

History of community involvement:

•One of the founding members of the Dome-top Neighborhood Alliance (DTNA) which is a grass roots neighborhood council to advocate for the specific needs of our neighborhood. Helped pave smooth communication and service routes with the City of Tacoma. My efforts along with others helped improve the quality of living, crime rates, and calls for service in our district through many clean-ups, patrols, code enforcement, advocating for and enacting the area as an alcohol impact zone, held annual back-to school drives, annual music and arts festival, and two community gardens. 2006-2010

•I was the Volunteer Coordinator for the 2007 and the Logistics Coordinator/Project Manager Intern 2008 for the McKinley Hill Music and Arts Festival.

•McKinley Hill Business District board member as the resident representative 2008

•PSESD Parent board member 2010, 2011

•Actively advocated in Olympia for early head-start entitlement 2010 (it passed!)

•Volunteer/Member Washington Native Plant Society 2010-present

•Volunteered at a Tacoma assisted living facility for monthly “activity take-over day” 2012

•Facilitated support group for individuals living with traumatic brain injuries 2012

•Work in support of disabled adults rights through advocating and community access program involvement 1999-present

•Special Olympics volunteer/coach/financial supporter 1992-present 10+ years active involvement

•CERT (Community Emergency Response Team) certified for the City of Federal Way graduated 11/15

Begin CAT (CERT Advanced Training) February 6th.

I have signed up for training on how to conduct my own NET or Neighborhood Emergency Training in the near future.

•Foster parent off and on since 1998

•Fundraising for the March of Dimes 1995

•Clover Creek restoration project 1993

RECEIVED
CITY OF PACIFIC
JAN 08 2016
CITY CLERK
PERSONNEL MANAGER

CITY COUNCIL January 25, 2016

Community Services Report

Mayor Guier and City Council:

Mark your calendar for the 3rd Tuesday in February. Free Community Bingo 6:00 PM – 8:00PM in the Gymnasium! And don't forget: the Taco Bar is open for purchases from 5:30PM – 7:30PM in the East Room. Attached you will find a list of monthly Bingo themes for 2016, and a suggested Bingo donation list.

Rampathon 2016 is underway! The Master Builders Association of King and Snohomish Counties is accepting applications for its annual Rampathon building project. Members of the Master Builders Association will build FREE access ramps for homeowners in need. Please contact the Senior Center for an application. Deadline for applications is Friday, February 26, 2016.

At the Senior Center every Thursday at 1:30, we have a group of seniors that come and play the card game Hand and Foot. Our Pinochle group plays every Tuesday at 1:00.

The Pacific Algona Senior Center now has Wireless Internet Access. We are all very excited!

On our bus two Tuesdays of every month, we provide a ride to New Hope Food Pantry at 10:30. Every Thursday we get a group together and go for a walk in one of our local, beautiful parks or, in wet Washington weather, we go to the mall. Every Friday we go out for an afternoon snack to someplace like Starbucks or maybe Shake and Go. This is a very popular trip for our seniors.

This month, Statewide Health Insurance Benefits Advisors (S.H.I.B.A.) will be in our Senior Center on Tuesday the 26 in the morning. Please call in advance to schedule an appointment with our advisor.

At the Youth Gym there is a new program for our tiny tots on Friday from 10 to 12 noon, a riding toys session. Boy, those little kids really enjoy this activity! On Friday from 7pm to 10pm there is the Late Night Program also in the Gym.

Thank you,
Respectfully submitted

Darcie Thach
JoAnne Futch

Bingo Themes for 2016

January - Valentines Day Items

February - Variety Items

March - St. Patrick's Day, Easter, Items

April - Mother's Day, Earth Day, Cinco de Mayo, Items

May - Father's Day, Memorial Day, Items

June - Independence Day, Camping Items

July - B.Q., Summer Items

August - Grandparents Day, Labor Day, Back to School, Items

September– Variety Items

October - Halloween Items

November - Thanksgiving Items

December - Christmas Items

Bingo Donations

Work out Items

Candles

Scarf's, Gloves, Hats, Wallets,
\$ 5.00 Gift Cards from any place

Kid Toys, Games

Sea Hawk Items

Coffee Cards, Mugs, Cups

Candy, Baking goods

Seasonal Items

Perfume, soaps lotions

Men's Items - Gas Cards, Hats, Water Bottles, Tools,
I Tunes Card, Cologne, Cd's, DVD'S, Batteries,

Kitchen Items

New Books

Pictures

Any Items you think someone would use at a \$ 5.00 or more value.

I shop at yard sales and consignment shops, goodwill for
great inexpensive gifts

Talk to the business and your community to help solícite prizes for this
fun evening and community event.

MONTHLY TOTAL
PACIFIC-ALGONA SENIOR CENTER
JULY 2015

Date: July	2014	2015	2015 YTD
Participation Counts: Senior Center			
Demographics			
- Pacific	568	520	3376
- Algona	127	141	928
- Auburn	98	145	915
- Other	164	125	803
Total Demographics	957	931	6022
Activity			
- Stone Soup	121	134	817
- Senior Nutrition Lunch	336	342	2346
- Trips: Afternoon	160	123	705
- Transportation for Lunch	63	152	797
- Drop-Ins	140	60	443
- Bread/Pantry	101	200	1123
- Touch of Home/Crafts	67	38	255
- Cards/Puzzles/Games	211	297	1647
- Volunteer	185	144	901
- Music/Jam Session	195	222	1278
- Health Car/Hair Cuts/Foot Care	9	5	70
- SHIBA	0	0	0
- Bus Passes	52	25	183
- Meals on Wheels	3	5	21
- Movies and Bingo	16	9	139
- Parties/Tea/Etc.	0	0	0
- Information	1	0	0
Total Activities	1660	1756	10725
Unduplicated	18	11	169
Volunteer Hours		241.75	
Donations			
- Stone Soup	\$8.85		
- Gas for Trips	\$18.85		
- Crafts	\$ 2.72		
- General	\$0.00		
- Pancake Breakfast	\$99.50		
- Touch of Home:			
Lap Robes for Vets: 2			

Cities of Pacific & Algona; Municipal Court
100 3rd AVE SE; Pacific WA 98047
(253) 929-1140; (253) 929-1195 fax

Thursday, January 21, 2016

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

Dear Julie,

Please submit for compensation to Pacific Municipal Court \$1845.00 for December 2015 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$0.
Detention billing for this period is \$360.00.
(Copies attached)

FILINGS:

33 Infractions @ 25.00	\$825.00
11 Criminal Citations @ 60.00	\$660.00
Total Due	\$1485.00

Monthly Revenues collected \$13,744.63.

COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:

Split of warrant fees	\$49.12
Monitoring / Record check fees	\$3352.74
Mandatory insurance costs	\$125.09
Credit card convenience fee	\$68.73
NSF fees	\$45.00
Copy/CD fees	\$10.02
Total	\$3650.70

Remittance check due Algona:
\$4559.33

Remittance check to King County paid:
\$77.90

Remittance check to State paid:
\$5456.70

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

Kelly Rydberg
Court Administrator

CC: Algona Police Chief; month end file

PACIFIC MUNICIPAL COURT
Memorandum

TO: Judge Rochon

CC: Mayor Guier, Pacific Council Members, Managers

From: Kelly Rydberg

Date: 1/13/2016

Re: December 2015

The court:

- Held 325 hearings - 229 for Pacific and 96 for Algona.
- Collected Pacific monthly revenues of **\$36,434.76**; of which **\$26,869.85** is the local portion, \$168.05 is the County portion and **\$9396.86** is the State portion. Year to date revenues for the City of Pacific are **\$307,256.26**.
- Collected Algona monthly revenues of **\$13,744.63**; of which \$4559.33 is the local portion, \$3650.70 is the Pacific split for costs, \$77.90 is the County portion and \$5456.70 is the State portion. Year to date revenues for the City of Algona are **\$59,827.94**.

Pacific monthly filings:

Traffic infractions filed:	123	violations filed:	159
Criminal citations filed:	14	violations filed:	15

Algona monthly filings:

Traffic infractions filed:	35	violations filed:	44
Criminal citations filed:	11	violations filed:	13

GENERAL FUND/RECOUPMENT COLLECTED

	PACIFIC MONTH	PACIFIC YTD	ALGONA MONTH	ALGONA YTD
Warrant fees	604.10	17,145.59	49.13	1951.96
Record Check Fees	9218.04	107,886.22	PACIFIC KEEPS	
Jail Recoupment	1843.57	24,073.02	199.99	4758.54
Insurance Fees	229.68	2097.59	PACIFIC KEEPS	
Parking Fees	550.00	2325.00	0	110.00
PD Recoupment	1249.87	15,281.41	47.30	2489.81
Interpreter Recoupment	1208.76	9275.21	535.36	3073.93
Credit Card Convenience Fee	278.51	2820.87	PACIFIC KEEPS	
Interest/Bank Charges	875.64	15,361.32	252.78	2680.83
Misc court fines and costs	5766.68	63,188.03	3474.77	44,533.03
Algona court costs **	2385.00	30,950.00	3650.70	54,487.31
Traffic school fee	2660.00	16,852.00	N/A	N/A
TOTAL	\$26,869.85	\$307,256.26	\$8210.03	\$114,315.25

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



Agenda Bill No. 16-007

TO: Mayor Guier and City Council Members
FROM: City Attorney
MEETING DATE: January 25, 2016
SUBJECT: Release and Covenant Not to Sue – Robinson Noble, Inc.

ATTACHMENTS:

- Resolution 2016 – 309
- Release and Covenant Not to Sue

Previous Council Review Date: N/A

Summary: On July 13, 2015, the City and Robinson Noble, Inc. (“RNI”) entered into a contract for a not to exceed amount of \$84,400.00. Subsequently, there was a dispute between the City and RNI as to whether the sales tax was included in this contract amount. RNI believed that the sales tax was not included, and that the City was responsible to pay the sales tax.

RNI has threatened litigation of the City doesn’t pay the sales tax. On November 18, 2015, Lance Newkirk estimated the sales tax on this contract to be less than \$9,000.00 (which would be less than the cost of litigation on this issue).

The City has already paid the Washington State Sales tax on RNI’s invoice No. 15-715 in the amount of \$311.60. The sales tax on invoice No. 15-784 is \$3,298.65, and has not been paid. The sales tax on invoice No. 15-878 is \$1,171.20, and has not been paid.

To resolve the dispute, the City Attorney prepared a Release and Covenant Not to Sue (“Release”), for execution by the parties. This Release eliminates any future claims or litigation by RNI against the City based on this sales tax dispute, and in exchange, the City would pay the sales tax. RNI has signed this Release.

Recommendation for Action. The Staff recommends that the Council vote to authorize the Mayor to sign the Release. It will require that the City pay the sales tax to the State on the two invoices identified above, in the amount of \$4,469.85, within five days thereafter.

Motion for Consideration: “I move to approve Resolution No. 2016 – 309, AUTHORIZING THE MAYOR TO SIGN THE RELEASE AND COVENANT NOT TO SUE WITH ROBINSON NOBLE, INC., AND DIRECTING THE ADMINISTRATOR TO MAKE THE REQUISITE PAYMENT AS DIRECTED IN THE RELEASE.

Budget Impact: The City is required to pay \$4,469.85 to settle this dispute.

Alternatives: N/A

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 309

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE RELEASE AND
COVENANT NOT TO SUE WITH ROBINSON NOBLE, INC.**

WHEREAS, there is a dispute between the City and Robinson Noble, Inc., whether the contract entered into on July 13, 2015, in the not to exceed amount of \$84,400.00 requires that the City pay sales tax on this amount; and

WHEREAS, the City Attorney has negotiated a Release and Covenant Not to Sue to resolve the dispute without resort to litigation; and

WHEREAS, the Release and Covenant Not to Sue requires that the City pay the sales tax as described in that document;

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

Section 1. The Mayor is hereby authorized to execute the Release and Covenant Not to Sue, attached hereto as Exhibit A.

Section 2. The City Administrator is directed to ensure that payment of the sales tax, in the amount of \$4,469.85, to pay the sales tax in the invoices identified in the Release, within five days of the effective date of this Resolution. This Resolution is effective immediately upon execution.

PASSED BY THE CITY COUNCIL this 25th day of January, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue (hereinafter the "Release") is entered by and between The City of Pacific, a Washington municipal corporation (hereinafter the "City"), and Robinson Noble, Inc., a corporation organized under the laws of the State of Washington, (hereinafter "RNI"), whose business address is 2105 South C Street, Tacoma, Washington 98402.

WHEREAS, the parties entered into an Agreement dated July 13th, 2015 (hereinafter the "Agreement"); and

WHEREAS, the contract was for a not to exceed amount of \$84,400.00 (hereinafter the "Not To Exceed Amount"); and

WHEREAS, the parties now have a dispute whether this amount included the applicable Washington State sales tax or not; and

WHEREAS, the parties to this Instrument desire to resolve any and all disputes between them arising out of the above-described dispute.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

Section 1. RNI's Invoices. RNI has submitted the following invoices to the City, and the City has paid the invoices in the amounts listed below:

Invoice No.	City's Payment
1. 15-715	\$3,630.00
2. 15-784	\$35,390.66
3. 15-878	\$12,459.66

Section 2. Payment of Sales Tax on Invoices.

A. The City has already paid the Washington State sales tax on invoice No. 15-715. The City agrees that it will pay the Washington State sales tax on invoices No. 15-784 and 15-878, within 5 days after execution of this Release and Covenant Not to Sue by both parties.

B. The City agrees to pay the Washington State sales tax on future invoices submitted by RNI for work performed under the Agreement at the same time and under the same conditions as set forth in the Agreement even if payment of such sales tax will result in the City paying RNI amounts in excess of the Not To Exceed Amount.

C. The parties agree that other than the City's payment of the Washington State sales tax under the Agreement, which may, with all other payments by the City under the Agreement, exceed the Not To Exceed Amount, nothing in this Release shall modify the terms and conditions of that Agreement.

Section 3. Release. Except as otherwise provided in this Release, the City and RNI, on behalf of themselves and their predecessors, successors, assigns, attorneys and insurers, do hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge each other and their respective predecessors, successors, assigns, officers, agents, employees, representatives, contractors, subcontractors, attorneys and insurers, and all other individuals and affiliates representing or acting on behalf of any of the RNI and the City, and each of them, from any and all Claims (as that term is defined below) which RNI or the City might have, own or hold, or at anytime heretofore had, owned or held, known or unknown or at anytime might hereafter acquire, own or hold, arising out of in connection with or in any way relating to the dispute described in this Release.

Section 4. Definitions. As used in this Release; the terms "Claim" and "Claims" mean any and all manner of action or actions, causes or causes of action, suits, damages (whether general, special or punitive), debts, liabilities, demands, obligations, costs, expenses, losses, attorneys fees (whether incurred prior to or after the effective date), liens, disputes of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and whether based on contract, tort, statute or any other legal or equitable theory of recovery, including the dispute regarding the Washington State sales tax related to the performance of the work as described in the Agreement between the City and RNI.

Section 5. Covenant not to sue. Upon execution of this Release, RNI and the City shall and hereby do, mutually release, and covenant not to sue each other, the other party's officers, officials, employees or agents, based on the Claim or any other claims, demands, controversies or suits of any kind or nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, pertaining to or arising from the Claim.

Section 6. Representations. The Parties acknowledge that no other person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Release concerning the subject matter hereof, to induce the Parties to execute this Release. The Parties further acknowledge that they have not executed this Release in reliance on any such promise, representation, or warranty not contained herein.

Section 7. Voluntary Execution. In executing this Release, the Parties acknowledge that they have consulted with their duly licensed and competent attorneys, and that they have executed this Release after independent investigation, voluntarily and without fraud, duress or undue influence, and they exclusively consent that this Release be given full force and effect according to each and every one of its express terms and provisions.

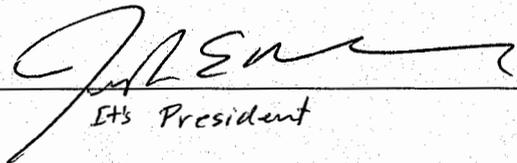
Section 8. Governing Law; Binding Effect. This Release shall be construed and enforced in accordance with the laws of the State of Washington. This Release shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, as well as all persons now or hereafter holding or having any or part of the interest of a Party to this Release.

Section 9. Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with or arising out of this Release, the prevailing party shall recover its costs, including experts' fees, and reasonable attorneys' fees, which shall be determined and fixed by the court as part of the judgment.

Section 10. No Admission of Liability. The parties agree that by entering into this Release no party admits any wrongdoing or liability of any type. Rather, the parties have entered this Release as a result of settlement and compromise of disputed and controverted claims and nothing herein is to be construed as an admission of liability.

IN WITNESS WHEREOF, the parties enter into this Release on the date written below.

Robinson Noble, Inc.

By 
It's President

DATE: 12/29/15

By _____

DATE: _____

THE CITY OF PACIFIC

By _____
It's Mayor

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JOE RECKER is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12-29-15
[Signature]
My appointment expires 07-18-19



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of PACIFIC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____
My appointment expires _____



Agenda Bill No. 16-009

TO: Mayor Guier and City Council Members
FROM: Court Administrator
MEETING DATE: January 25, 2016
SUBJECT: Probation services contract renewal / update

ATTACHMENTS:

- **Resolution No. 2016-311**
- **Agreement with Pathways Community Corrections**

Previous Council Review Date:

Summary: We have a contract beginning January 1, 2012 with Providence Community Corrections (PCC) which has expired. They have since changed their name to Pathways Community Corrections. A new contract has been filed for review by the Council. Not only does probation review their clients for compliance with various treatment requirements and law abiding behavior, they have other contacts in the community to assist with other needs as they arise with a client which may help avoid homelessness or reoffending.

Recommendation/Action: Approve the new contract with PCC for probation services.

Motion for Consideration: “I move to adopt Resolution No. 2016 – 311 to enter a contract for probation services with Pathways Community Corrections (PCC).”

Budget Impact: Possible reduction of jail bills if inmates are qualified to be released to EHM or SCRAM type home monitoring programs; City will pay if the case is in pretrial status for EHM/SCRAM type monitoring if the defendant cannot pay (about \$10 – 15 per day) which would be substantially lower than costs of incarceration (about \$97 per day). No other expense to City – defendants who are monitored self-pay for the monitoring.

Alternatives: If not approved, court staff would be reviewing more files for compliance with conditions; inmates may have longer periods of incarceration as other home monitoring programs may not be authorized to enter jails where inmates are held to release to a less expensive alternative to jail program.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-311

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH PATHWAYS COMMUNITY
CORRECTIONS FOR PROBATION SERVICES AND ALTERNATIVES TO
INCARCERATION**

WHEREAS, the City of Pacific has a need for certain community correctional services, and

WHEREAS, Pathways Community Corrections has the requisite experience and expertise; and

WHEREAS, Pathways Community Corrections is willing to provide such services,

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

Section 1. The Pacific City Council hereby authorizes the Mayor of the City of Pacific to execute a SERVICES AGREEMENT (attached as Exhibit A) with Pathways Community Corrections (PCC) for probation monitoring and alternative incarceration methods.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**PATHWAYS COMMUNITY CORRECTIONS
SERVICES AGREEMENT**

This Services Agreement (“Agreement”) is effective as of the 1st day of January, 2016 (“Effective Date”), by and between the Municipal Court of Pacific and Algona (hereinafter referred to as “Agency”), with its principal place of business at 100 3rd Ave SE Pacific, WA 98047 and Pathways Community Corrections, Inc (hereinafter referred to as “PCC”), a corporation organized under the laws of the State of Washington, with its principal place of business at 34004 9th Avenue, Building A-4, Federal Way, Washington 98003, with reference to the following:

WHEREAS, Agency has need for certain community correctional services, and

WHEREAS, PCC has the requisite experience and expertise and is willing to provide such services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

Agency hereby engages PCC to perform the services as described in Exhibit A, Scope of Services, attached hereto. During the term of this Agreement the Agency or PCC may request changes in the Scope of Services. Any such change, including any increase or decrease in the amount of PCC compensation, requires the mutual agreement of the parties and shall be effective when incorporated by written amendment to this Agreement, signed by the duly authorized representatives of the parties.

2. COMPENSATION AND METHOD OF PAYMENT

Agency agrees that compensation and method of payment to PCC shall be according to Exhibit B, Cost and Fee Schedule, attached hereto.

In cases in which PCC is paid directly by Agency, PCC shall submit monthly invoices to the Agency in sufficient detail to support the services provided during the previous month. Agency agrees to pay those invoices within thirty (30) days of receipt. In the event the Agency disputes a portion of an invoice, the Agency agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide PCC a detailed statement of the Agency’s position on the disputed portion of the invoice within thirty (30) days of receipt. Agency’s failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle PCC to charge interest on the overdue portion at the lower of 1.5% per month or the highest rate permitted by law.

3. TERM OF CONTRACT

The term of this Agreement is an initial period of 3 year(s) commencing January 1, 2016, or at such earlier time as may be mutually agreed to by and between the Agency and PCC. This Agreement and its terms and conditions, and authorized Exhibits and Amendments may be renewed at the Agency’s option for succeeding periods of one-year each, provided Agency does not provide notice to PCC at least thirty (30) days prior to the termination to this agreements or any extension hereof.

4. RESPONSIBILITIES

PCC shall retain financial, programmatic, client data and other service records for three (3) years from the date services are completed.

5. INDEPENDENT CONTRACTORS

This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. PCC assumes sole responsibility for determining the manner and means of performance of all services as described in Exhibit A Scope of Services. The Agency shall have no supervisory control or any other power to control the performance of PCC employees, and the Agency's authority shall be limited to the authority to select services from Exhibit A and the duration of selected services. Nothing in this foregoing paragraph shall lessen or restrict the presiding judge's duties and responsibilities found in General Rule 29 of Washington Courts.

PCC and its employees shall not be eligible for any benefit available to employees of Agency, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

No income, social security, state disability or other federal or state payroll tax shall be deducted from payments made to PCC under this Agreement. PCC agrees to pay all state and federal income taxes and other levies and charges as they become due on account of monies paid to PCC hereunder, and to defend, indemnify and hold Agency harmless from and against any and all liability resulting from any failure to do so.

PCC' services shall be exempt from State sales, use or similar taxes. However, in the event any such taxes are applicable to this contract, such taxes shall be treated as a reimbursable business expense under the terms of this Agreement.

PCC may provide services to others during the same period PCC provides service to Agency under this Agreement.

6. TERMINATION FOR CONVENIENCE

The Agency reserves the right to terminate this agreement at any time, with or without cause, by giving thirty (30) days written notice to PCC. The PCC reserves the right to terminate this agreement, with or without cause, by giving not less than sixty (60) days written notice to the Agency.

7. TERMINATION FOR DEFAULT

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice specifying such default. In the event of such a termination, Agency shall reimburse PCC for all work eligible for payment by the Agency that had been satisfactorily completed prior to such termination.

8. INSURANCE

PCC shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- B. Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily

Injury and Property Damage.

C. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, professional liability, and commercial crime coverage with limits not less than \$1,000,000 per claim and in the aggregate.

9. INDEMNIFICATION

PCC shall indemnify and hold harmless the Agency, Agency's officers, directors, and employees from and against any and all costs, losses, and damages (including but not limited to, all reasonable fees of attorneys, reasonable expert witness fees, and all court-costs) to the extent cause by negligent acts, willful misconduct, errors, or omissions for services performed under Exhibit A scope of Services of this Agreement by PCC or its officers, directors, employees, and sub consultants.

The Agency shall indemnify and hold harmless PCC, PCC's officers, directors, employees from and against any and all costs, losses, and damages (including, but not limited to, all reasonable fees of attorneys, reasonable expert witness fees and all court costs) caused by breaches of this Agreement by the Agency or its officers, directors, employees, and consultants.

10. NON-SOLICITATION

The parties agree that, during the term of this Agreement and for a period of one year from the termination of this Agreement, neither party will solicit for employment or otherwise attempt to hire any employees of the other party or its affiliates who were involved in the performance or direct oversight of this Agreement without the prior written consent of such party.

11. COMPLIANCE WITH LAW

In rendering services under this Agreement, PCC shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

PCC will comply with all applicable federal, state and local laws, rules and regulations regarding the maintenance of a drug-free workplace.

12. CONFIDENTIALITY

PCC agrees that all information disclosed by the Agency to PCC shall be held in confidence and used only in performance under this Agreement. PCC shall exercise the same standard of care to protect such information as is used to protect its own proprietary or trade secret information.

Agency understands and agrees that it may have access to confidential or proprietary information, processes or documentation owned or controlled by PCC. Agency understands and agrees that disclosure or use of such information, processes or documentation may violate PCC' trademarks, copyrights or other proprietary rights. Agency agrees to exercise reasonable standards of care to protect such information, processes or documentation. What information will the Agency get from PCC? Will any of the docs be subject to the Public Records Act? If so, we need to add language here.

13. INSPECTION

Authorized representatives of Agency may inspect or audit PCC's performance and records pertaining to this Agreement at the PCC business office during normal business hours.

14. ASSIGNMENT

Neither party shall assign or transfer this Agreement nor any duties or obligations hereunder without the prior written approval of the other party.

15. NOTICES

All notices under the Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

AGENCY

Pacific Municipal Court
100 3rd Ave SE
Pacific, WA 98047
253-929-1140

PCC

Stacie Scarpaci
34004 9th Avenue South
Building A-4
Federal Way, WA 98003

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

16. DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved through negotiation between the parties, shall be either addressed through mediation or enforcement of the contract in King County Superior Court, or both. The substantially prevailing party in such litigation shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

17. GOVERNING LAW

The Agreement shall be governed and construed in accordance with the laws of the State of Washington without regard to choice of law principles.

18. SURVIVAL

Notwithstanding the expiration or early termination of this Agreement, the provisions hereof pertaining to Indemnification, Confidentiality and Non-Solicitation shall survive.

19. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

20. FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

21. WAIVER

No provision of the Agreement may be waived unless in writing, signed by the duly authorized representatives of both of the parties hereto. Waiver of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

22. AMENDMENTS, SUPPLEMENTS

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.

23. BINDING EFFECT, BENEFITS

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

24. HEADINGS

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

25. AUTHORIZATION

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

26. COUNTERPARTS

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. ENTIRE AGREEMENT

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

PCC

AGENCY

By: _____

By: _____

Printed Name: Sean Hollis

Printed Name: _____

Title: Director of Operations

Title: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES Standard Probation Services Program

SERVICES

PCC agrees to provide to the Agency (or Court) and the Agency (or Court) agrees to order the payment for the Services to be paid by probationers as described herein which shall be subject to this Agreement. All Services provided by PCC hereunder shall be governed by this Agreement.

PCC agrees to provide the following services:

To the degree permitted by law and ordered by the Agency or Referring Court:

1. Perform intake, including obtaining all pertinent data (i.e. telephone numbers, address, place of employment, emergency contact, etc.). Maintain the intake information in an automated case management system, and a hard copy file.
2. Manage Probationer case limits and maintain a reasonable number of staff in order to provide attention to all Court ordered terms and conditions.
3. Employ professional probation personnel that meet or exceed the standards established.
4. Monitor/verify compliance with conditions imposed by the court (i.e. restitution, alcohol/drug evaluations/treatment, community service, etc).
5. Maintain appropriate contact with probations.
6. Provide case management and referrals for treatment and employment assistance as needed.
7. Confer with the court staff, the prosecutor's office, defense counsel, and judges on cases as appropriate. PCC shall attend all of the Agency's court sessions in order to be immediately available for consultation by the court and its officers. Attend regularly scheduled court sessions in order to perform services, unless otherwise excused by the presiding judge.
8. Coordinate case scheduling with court staff in accordance with established court procedures.
9. Prepare and serve paperwork on probations including, but not limited to, orders of probation violations, probation modification, early termination, revocations and warrants in a format approved by the court.
10. Prepare routine management control reports, delinquency reports, and warrants when appropriate.
11. File revocation petitions and orders, and coordinate scheduling for revocation hearings.
12. PCC shall provide testimony and supporting documentation as may be required by the Court, and shall, upon disposition by the Court, assure that all required documents are filed and take actions as ordered by the Court.
13. Provide oversight under the same terms of any offender placed by the courts through this Agreement for those cases the Court has jurisdiction (pre-trial supervision, diversion, etc.)
14. The court is the sole authority for collection of fines court costs and restitution..
15. Provide Electronic Monitoring ("EM") services as ordered by the court, with the expense to be borne by the Probationer. The description of the Electronic Monitoring Services, the responsibilities of both PCC and the Court, as well as the level of notification for alerts are more fully described in Exhibit C attached hereto.
16. Provide programs ("Programs") to Probationers when ordered by the Court. Provide random drug testing as ordered by the court, with the expense to be borne by the Probationer as noted in Exhibit B.
17. Comply with all laws regarding confidentiality of Probationer records.
18. Provide services based upon a sliding scale if the Probationer is determined to be indigent by PCC. Should the number of Probationers whom PCC determines to be indigent with all fees waived exceed 3% of the average daily active population, or if more than 10% of the average daily active probationer population is placed on a sliding scale of services payments, the

parties shall work toward a mutually satisfactory solution including, but not limited to, amendment of this Services Agreement.

The Agency (or Court) agrees to provide the following services under this Agreement:

1. Refer all appropriate cases to PCC for the provision of those services indicated by this Agreement.
2. Order each probationer to remit to PCC payment for the services ordered by the Court according to the Services noted Exhibit B of this Agreement.
3. Hold each referred case accountable for all payment of services, fines, restitution or other court-ordered fees and obligations. Create appropriate sanctions for willful failure to pay (The court can only impose sanctions where there has been a proven "willful" failure to pay) as well as other court-ordered conditions as determined by the Court.
4. Limit indigent status cases (PCC to apply sliding scale payments) to no more than 10% of all referred cases
5. Utilize pre-trial supervision program, EM and Programs if and when appropriate.

EXHIBIT B

COST AND FEE SCHEDULE

PAYMENTS TO PCC

Unless otherwise agreed and stated by amendment to this Agreement, this contract is a user-based fee program. The obligation of the Agency (or the Court) is to order and enforce Probationers (or other referred cases) to pay for services based upon the following schedule. The Agency has no direct responsibility for payment unless noted by this Agreement or a written amendment.

A. Active – Probationer must complete affirmative conditions of sentence and PCC monitors the conditions with the following levels of contact with probationer:

- Level One includes one contact each week;
- Level Two includes one contact every other week; and
- Level Three includes one contact per month.

B. Administrative - PCC will perform records checks every six (6) months. These probationers shall have no affirmative conditions other than obey all laws.

C. Informal - PCC will perform records checks every six (6) months for probationers who are on 60 month probation who have completed all conditions except the requirements of having no criminal law violations and/or attendance at self-help meetings.

D. Indigent – Probationer is considered in “Active” status, but meets PCC’s definition of indigent.

Probationers shall be charged the following amounts for routine services :

Active (probationers with affirmative conditions)	\$50.00 per month
Administrative (probationers without affirmative conditions)	\$20.00 per month
Informal	\$10.00 per month
Indigent Supervision	\$15.00 per month

PCC will provide the following non-routine probation services with the following charges made to probationers if required by the court:

Substance Abuse Detection Screens:	\$20.00 per test
ETG alcohol testing:	\$35.00 per test
Pre Sentencing Investigations (PSI)	\$120.00 per assessment
Electronic Home Monitoring	\$12.00 per day
Active Radio Frequency or Sobriotor only	\$12.00 per day
Active Radio Frequency with Alcohol Monitoring	\$15.00 per day
SCRAM only	\$14.00 per day
GPS Monitoring	\$15.00 per day
Day Reporting	\$10.00 per day

PAYMENT POLICY

PCC shall use best efforts to collect full payment of all court-ordered fees to include, but not be limited to, victim restitution, fines, fees and surcharges and supervision fees. PCC may use all legal means to secure full payment of the obligation to include payment through direct staff interaction, payment plans,

lockboxes, referral to collections agencies and the use of the PCC Automated Collections Center. In all cases PCC shall maintain full compliance with the FDCPA (Fair Debt Collection Practices Act).

For each referred case, the full obligation ordered by the Court is due and payable at the time of case intake. PCC determines a payment plan for each Probationer that considers the term of sentence. Court-ordered charges paid to and retained by PCC (for supervision fees and services) are due and payable only on a monthly basis or at the time the service is delivered. Payment in advance for PCC fees is accepted and applied only when other court-ordered obligations are paid in full (Electronic or Alcohol Monitoring fees may be collected in advance as these services are based on daily rates rather than monthly).

The City may choose to pay for non-routine probation services, on a sliding scale, to PCC if:

- A. The non-routine service is ordered by the court in lieu of incarceration in jail; or,
- B. If defendant's inability to pay for such non-routine services would result in incarceration in jail; and,
- C. The probation is indigent as defined by the sliding scale provided by PCC.

PCC will provide the following non-routine probation services with the following charges made to the court:

Substance Abuse Detection Screens:	\$20.00 per test
ETG alcohol testing:	\$35.00 per test
Pre Sentencing Investigations (PSI)	\$120.00 per assessment
Electronic Home Monitoring	\$10.00 per day
Active Radio Frequency or Sobriator only	\$10.00 per day
Active Radio Frequency with Alcohol Monitoring	\$13.00 per day
SCRAM only	\$12.00 per day
GPS Monitoring	\$13.00 per day
Day Reporting	\$10.00 per day

EXHIBIT C

ELECTRONIC OR REMOTE ALCOHOL MONITORING SERVICES

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic or alcohol monitoring services provided under the Agreement:

MONITORING SERVICES

PCC will provide monitoring services to the Agency and the Court for the Court's operation of an electronic or alcohol monitoring program. The monitoring services provided hereunder are specifically designed to monitor the Probationer (or other referred case) for compliance to curfews, alcohol use, presence or absence. The specific intent and limitations of the products supplied to PCC is to be considered by the Agency to ensure that program expectations do not exceed capabilities. **IT IS THE AGENCY (OR COURT) RESPONSIBILITY TO DETERMINE THE SUITABILITY OF A SPECIFIC TECHNOLOGY TO THE REQUIREMENTS OF EACH REFERRED CASE.** PCC shall provide reasonable technical descriptions of any such products as available from its suppliers upon specific request of the Agency.

PCC will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

PCC will provide notification of Alert Conditions to authorized and identified Agency or Court staff. Alert notification will be in accordance with the section following entitled "Notification Options" or as agreed upon in writing by the Court and PCC. Alert Condition and Equipment status information for each Probationer will be documented and maintained by PCC and/or its supplier.

NOTIFICATION OPTIONS

Compliance Monitoring Program Level

The Compliance Monitoring Program has as its primary intent the monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement or reporting of conditions. This program is NOT recommended for high-risk probation cases, if any. At this level of monitoring, the Court determines that next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

This level of notification is considered the chosen method by the Agency unless other notification parameters are specified in writing and are included in this Agreement as a formal amendment.

Other Notification Levels

Because certain electronic monitoring equipment provides 24 hour monitoring capability, it is possible to increase the notification frequency or immediacy for higher-risk cases. In such cases the Court may desire more immediate notification. PCC will increase the level of notification provided appropriate Agency personnel are available for response. The absence of written notification procedures to the contrary as noted in formal amendment to this Agreement, the Compliance Monitoring Level will apply.

MAINTENANCE

PCC shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) the Probationer's negligence or (ii) the damage or destruction of the Equipment by parties other than PCC. The court endorses this policy.

EQUIPMENT

PCC shall make reasonable effort to supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

MONITORING SYSTEMS

PCC may provide products from multiple suppliers to ensure a broad range of quality products are available. PCC reserves the right to add products or change suppliers. However, in any case in which the functionality of the product is diminished, notification shall be made to users of the former product. Likewise when new products add capability or substantially improve features, such will be communicated to Agency users as well. Products currently available include:

1. Passive Monitoring – attempts to identify specific probationer periodically at a location/s specified on a specific schedule.
2. RF (Radio Frequency) – absence-presence monitoring of Probationer at his/her residence based upon a curfew schedule. Continuously monitors equipment status and absence or presence of monitoring device.
3. GPS (Global Positioning Satellite) Monitoring – monitors movements of participant (device). May identify movement as compared to prohibited and permitted zones. Primary product is "passive" indicating continuous monitoring of locations with reporting upon return to base station.
4. Remote alcohol monitoring – products include random testing (testing at random time period when within range of testing device) or active/continuous monitoring on a 24 hour basis (reporting when within range of base station).

SYSTEM MAINTENANCE

The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily off line. In such cases information is routinely stored and delivered upon return to active status.

LIMITATIONS

PCC expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering nor does PCC warrant the service or equipment provided hereunder.

In no event does PCC assume responsibility for or liability for acts that may be committed by Probationers (or other users) in connection with the services provided under this Agreement, or for any damages caused by the Agency's failure to fulfill its responsibilities

AGENCY OBLIGATIONS

Refer appropriate cases to PCC for supervision hereunder. The Agency retains full responsibility for case referral.

Provide to PCC required Probationer case and curfew information and Court Order ordering the case to Electronic or Alcohol Monitoring.

Identify and make available the Court's staff and/or Equipment (fax, pager) for the purpose of notification by PCC to the Court of alerts and equipment status problems. Availability of Agency staff must fully meet the requirement of the Agency notification request.

Agency and the Court shall fully enforce the requirement for the Probationer (or other referred case) to meet the financial obligation for the cost of the program. Failure to pay shall constitute a violation of the terms of placement on Electronic Monitoring.



Agenda Bill No. 15-172

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: January 25, 2016
SUBJECT: Engineering Agreement for Water System Modeling

ATTACHMENTS:

- Resolution No. 2015-308
- Professional Services Agreement with Scope of Work and Budget

Previous Council Review Date: N/A

Summary: The Department of health requires the City to update the Water System Plan every six years. City staff are currently updated the document. However, a critical component of that update is a water system hydraulic model requiring specialized computer programs. City staff have solicited statements of qualifications from qualified engineering firms from the MRSC roster. Interviews of the two submitting firms were conducted on November 19, 2015. The selected firm is RH2 Engineering, Inc. Staff has negotiated a scope and budget.

Recommended Action: Staff recommends Council approve Resolution No. 2015-308.

Motion for Consideration: "I move to" approve Resolution No. 2015-308, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC. FOR WATER SYSTEM HYDRAULIC MODELING

Budget Impact: If accepted by City Council, the cost of the services will not to exceed \$20,194.00. These funds have been allocated in the 2016 Water Utility Budget.

Alternatives: None recommended

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-308

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC. FOR WATER SYSTEM HYDRAULIC MODELING.

WHEREAS Washington Administrative Code (WAC) 246-296-100(10) requires water purveyors to update their water system plan (WSP) every six years and submit the WSP to the Department of Health (DOH);

WHEREAS City staff are updating the WSP;

WHEREAS a critical component of the WSP is an hydraulic model of the water system to determine future capital improvements required to determine potable and fire flow capabilities of the system; and

WHEREAS City staff do not have the time availability or the computer programs required to develop the model;

WHEREAS City staff have solicited statements of qualifications from firms listed on the Municipal Research Services Center (MRSC roster);

WHEREAS based on criteria established by city staff and conducting interviews of two firms, RH2 Engineering, Inc. has been determined to be the most highly qualified firm among the firms considered;

WHEREAS City staff have negotiated a scope of work and budget with RH2 Engineering, Inc. to complete the required tasks;

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 RH2 Engineering, Inc. for water system hydraulic modeling for fees of \$20,194.00.00.

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:

CAROL MORRIS, CITY ATTORNEY

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 25th day of January, 2016, 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 RH2 Engineering, Inc., a Washington State for Profit Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

RH2 Engineering, Inc. (hereinafter the "CONSULTANT")
 Address: 950 Pacific Avenue, Suite 1220
 City, State, Zip: Tacoma, WA 98402

Contact: Mr. David Matz, P.E. Phone: 253.327.1521 Fax: 425.951.5401

for professional services in connection with the following Project:

Water system hydraulic modeling

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 December 29, 2015, (“Commencement Date”) and shall terminate on June 30, 2016 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 \$20,194.00, including Washington State sales tax, 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 thirty (30) 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

RH2
Attn: Geoffrey Dillard
950 Pacific Avenue, Suite 1220
Tacoma, WA 98402

Phone: 253.327.1521
Fax: 425.951.5401

16. **Resolution of Disputes and Governing Law.**

A. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved mutual good-faith negotiation between the parties in a reasonable time, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

B. 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

RH2 Engineering, Inc.

By: _____
Leanne Guier
Mayor

By: Geoffrey G. Dillard

Name: GEOFFREY G. DILLARD

Date: _____

Title: DIRECTOR

Date: 1-7-16

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

Exhibit A
SCOPE OF WORK
City of Pacific
Hydraulic Model Update and Calibration
January 2016

Background

The City of Pacific's (City) water supply is drawn from three groundwater sources. Treatment of the City's water supply is located at the City's well site in Algona. This water is then pumped to the City through a pipeline. The City's water distribution system includes approximately 30 miles of water main in a single pressure zone. The City also owns, operates, and maintains a 750,000-gallon water distribution storage facility and a 3,500 gallon per minute (gpm) booster pump station.

In 2008, the City updated its Water System Plan (WSP). Much of the City's water main is 50 to 100 years old, and many of the older mains are undersized and reaching the end of their design life. The WSP and associated hydraulic model identified numerous areas of the City's distribution network in need of improvement to meet future water system demands and fire flows. The City has prioritized these replacement needs, and has carried out systematic replacement as part of its annual water main replacement program. Since the 2008 WSP, the City has completed a number of water infrastructure projects in conjunction with road reconstruction and other projects, including the Stewart Road and Valentine Avenue water main replacements.

City staff is currently updating the WSP. RH2 Engineering, Inc., (RH2) is to provide hydraulic analyses for the City to update its WSP distribution system needs for the 20-year horizon. An update and analysis of the water distribution system's hydraulic model will also be performed as part of this project, along with a review of predicted system growth and water demands via water system delivery and usage data. Due to the nature of the work, RH2 will utilize and rely upon the data, information, and materials provided by the City.

RH2 will assist the City by performing the following tasks:

- Assist the City in conducting field calibration testing of the water system.
- Update and calibrate the City's existing hydraulic model.
- Redistribute demands in the hydraulic model based on meter records, Geographic Information Systems (GIS) information, and telemetry data.
- Evaluate proposed improvements and how they can be implemented to address system-wide issues and operation for:
 - Current conditions at maximum day demand (MDD);
 - 10- and 20-year horizon at projected MDD;
 - Current fire flow;
 - Projected 10- and 20-year horizon fire flow; and
 - Projected 10- and 20-year horizon at peak hour demand (PHD).

The results of these efforts will be discussed in a technical memorandum. This Scope of Work includes the following tasks.

Task 1 – Hydraulic Model Update and Calibration

Objective: Update and calibrate the City’s existing hydraulic model to reflect existing and projected future conditions. Prepare current and future demand scenarios.

Approach:

- 1.1 Meet with the City once (1) to discuss the project objectives and goals. Request data pertinent to the execution of the work. Review system operational issues and discuss conditions, system demands, and scenarios to be evaluated.
- 1.2 Conduct one (1) conference call with the City to establish field calibration strategy and methodology. Establish flow testing parameters and areas to be studied.
- 1.3 Update the existing hydraulic model with system verification data, demand allocations, and proposed future improvements.
- 1.4 Conduct field calibration. *Anticipate one (1) field day to perform hydrant testing with two (2) RH2 staff members at eight (8) hours each. It is assumed that RH2 will provide flow equipment and pressure data loggers. City staff will operate the valves.*
- 1.5 Create calibration scenarios and calibrate model.
- 1.6 Meet with the City once (1) to discuss the results of calibration.

Provided by the City:

- Field calibration assistance.
- Telemetry information and meter reading records.

RH2 Deliverables:

- Calibration methodology and equipment.
- Calibrated hydraulic model based on calibration goals.

Task 2 – Hydraulic Modeling

Objective: Establish modeling parameters and perform hydraulic simulations to identify and prioritize system improvements and operational strategies with the City.

Approach:

- 2.1 Conduct one (1) conference call with the City to confirm the City’s project goals and strategies.
- 2.2 Create simulation scenarios and run the model under current and future scenarios to identify operational improvements.
- 2.3 Analyze and evaluate system improvements for current, 10-year, and 20-year Capital Improvement Program.
- 2.4 Coordinate with the City on an as-needed basis for WSP development and input. *(Anticipate 8 hours.)*
- 2.5 Prepare a fire flow map for current conditions, 10-year and 20-year horizon documenting the results of the hydraulic modeling.
- 2.6 Prepare a technical memorandum and meet with the City to review the results.

RH2 Deliverables:

- Technical memorandum.
- Fire flow map for current, 10-year, and 20 year-horizon.

Project Schedule

RH2 shall have the project completed and a technical memorandum and fire map to the City by the end of February 2016.

EXHIBIT B

City of Pacific

Hydraulic Model Update and Calibration

Estimate of Time and Expense

Description ----- Classification		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Hydraulic Model Update and Calibration				
1.1	Meet with City once (1) to discuss the project objectives and goals	8	\$ 1,436	\$ 92	\$ 1,528
1.2	Conduct one (1) conference call with the City to establish field calibration	4	\$ 718	\$ 18	\$ 736
1.3	Update the existing hydraulic model	12	\$ 2,040	\$ 106	\$ 2,146
1.4	Conduct field calibration	16	\$ 2,872	\$ 656	\$ 3,528
1.5	Meet with City once (1) to discuss the results of calibration	4	\$ 756	\$ 48	\$ 804
	Subtotal	44	\$ 7,822	\$ 919	\$ 8,741
Task 2	Hydraulic Modeling				
2.1	Conduct one (1) conference call with City to confirm project goals	5	\$ 969	\$ 24	\$ 993
2.2	Create simulation scenarios and run the model under the scenarios	8	\$ 1,360	\$ 89	\$ 1,449
2.3	Analyze and evaluate system improvements	13	\$ 2,329	\$ 113	\$ 2,442
2.4	Coordinate with City on as-needed basis for WSP development and input	8	\$ 1,436	\$ 63	\$ 1,499
2.5	Prepare a fire flow map	16	\$ 2,720	\$ 171	\$ 2,891
2.6	Prepare a technical memorandum and meet with City to review results	12	\$ 2,046	\$ 132	\$ 2,178
	Subtotal	62	\$ 10,860	\$ 592	\$ 11,452
PROJECT TOTAL		106	\$ 18,682	\$ 1,512	\$ 20,194

**EXHIBIT C
RH2 ENGINEERING, INC.
SCHEDULE OF RATES AND CHARGES**

2016 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$213.00	Technician	IV	\$137.00
Professional	VIII	\$213.00	Technician	III	\$129.00
Professional	VII	\$204.00	Technician	II	\$101.00
			Technician	I	\$96.00
Professional	VI	\$189.00			
Professional	V	\$180.00	Administrative	V	\$128.00
Professional	IV	\$170.00	Administrative	IV	\$108.00
			Administrative	III	\$92.00
Professional	III	\$159.00	Administrative	II	\$77.00
Professional	II	\$150.00	Administrative	I	\$65.00
Professional	I	\$137.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

Exhibit A
SCOPE OF WORK
City of Pacific
Hydraulic Model Update and Calibration
December 2015

Background

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City staff is currently updating the WSP. RH2 Engineering, Inc., (RH2) is to provide hydraulic analyses for the City to update its WSP distribution system needs for the 20-year horizon. An update and analysis of the water distribution system's hydraulic model will also be performed as part of this project, along with a review of predicted system growth and water demands via water system delivery and usage data. Due to the nature of the work, RH2 will utilize and rely upon the data, information, and materials provided by the City.

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The results of these efforts will be discussed in a technical memorandum. This Scope of Work includes the following tasks.

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Objective: Update and calibrate the City’s existing hydraulic model to reflect existing and projected future conditions. Prepare current and future demand scenarios.

Approach:

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- Field calibration assistance.
- Telemetry information and meter reading records.

RH2 Deliverables:

- Calibration methodology and equipment.
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Objective: Establish modeling parameters and perform hydraulic simulations to identify and prioritize system improvements and operational strategies with the City.

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- 2.2 Create simulation scenarios and run the model under current and future scenarios to identify operational improvements.
- 2.3 Analyze and evaluate system improvements for current, 10-year, and 20-year Capital Improvement Program.
- 2.4 Coordinate with the City on an as-needed basis for WSP development and input. *(Anticipate 8 hours.)*
- 2.5 Prepare a fire flow map for current conditions, 10-year and 20-year horizon documenting the results of the hydraulic modeling.
- 2.6 Prepare a technical memorandum and meet with the City to review the results.

RH2 Deliverables:

- Technical memorandum.
- Fire flow map for current, 10-year, and 20 year-horizon.

Project Schedule Currently, the City desires the model calibration, technical memorandum and fire flow map to be completed around the middle of February 2016.

PRELIMINARY

EXHIBIT B

City of Pacific

Hydraulic Model Update and Calibration

Estimate of Time and Expense

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Professional	VI	\$189.00			
Professional	V	\$180.00	Administrative	V	\$128.00
Professional	IV	\$170.00	Administrative	IV	\$108.00
			Administrative	III	\$92.00
Professional	III	\$159.00	Administrative	II	\$77.00
Professional	II	\$150.00	Administrative	I	\$65.00
Professional	I	\$137.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge		2.5% of Direct Labor
			Mileage		Current IRS Rate

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.



Agenda Bill No. 16-013

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: January 25, 2016
SUBJECT: Easement Acceptance

ATTACHMENTS:

- Easement Document
- Resolution 2016-313
- Resolution 2016-314

Previous Council Review Date: 01/19/2016

Summary: The City of Pacific, Washington (hereinafter the "City") is the owner of a 15.0 feet wide Utilities Easement acquired from Night Train LLC (successor in interest to Harry and Lois Arndt), dated April 1, 1997, recorded under Pierce County Auditor's No. 9704100145 (hereinafter the "1997 Utilities Easement"). The existing easement is for a sewer main and appurtenances. The property owner would like to widen this easement to 22.5 feet wide to accommodate a new water main and appurtenances within a single easement.

The existing easement will be released and recorded prior to recording the new easement.

Recommended Action: Staff recommends Council approve Resolution No. 2016-313 and Resolution No. 2016-314.

Motion for Consideration: "I move to approve Resolution No. 2016-313, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT FOR SANITARY SEWER MAINS, WATER MAINS, AND APPURTENANCES GRANTED TO THE CITY FROM NIGHT TRAIN, LLC, ON PROPERTY LOCATED AT 1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON."

"I move to approve Resolution No. 2016-314, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO ACCEPT A WATER AND SANITARY SEWER UTILITIES EASEMENT FOR SANITARY SEWER MAINS, WATER MAINS, AND APPURTENANCES GRANTED TO THE CITY FROM NIGHT TRAIN, LLC, ON PROPERTY LOCATED AT 1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON."

Budget Impact: The costs associated with this action are the recording fees, which shall be billed to the property owner.

Alternatives: None recommended

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-313

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC
AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT FOR
SANITARY SEWER MAINS AND APPURTENANCES GRANTED TO THE
CITY, PIERCE COUNTY RECORDING NO. AFN 9704100145, LOCATED AT
1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON.**

WHEREAS the City of Pacific Public Works Department has found that the sanitary sewer mains and appurtenances easement recorded under Pierce County Recording No. AFN 9704100145, will no longer be needed as the property owner has presented a new, wider easement to accommodate the existing sewer main and appurtenances as well as a new water main and appurtenances with adequate separation as required by State regulations; and

WHEREAS if the existing Easement (accommodating the City's sanitary sewer mains and appurtenance easement recorded under Pierce Co. AFN 9704100145 on Tax Parcel No. 4495400520), is released, the property owner has agreed to execute a new Utilities Easement, which will accommodate the existing sewer line, separation and a new waterline, to be dedicated to the City for ownership and maintenance;

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

Section 1. That the Mayor is hereby authorized to execute the release of the 15' sewer easement as shown in Exhibit "A", a copy of which is attached hereto and made a part hereof.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

When recorded return to:

**City of Pacific
City Clerk
100 – 3rd Avenue S.E.
Pacific, WA 98047**

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): RELEASE OF UTILITY EASEMENT
Reference Number(s) of Documents assigned or released: AFN 9704100145
Grantor(s) (property owner) Night Train, LLC, a Washington Limited Liability Company
Grantee(s) (easement owner) THE CITY OF PACIFIC, a Washington municipal corporation
Pierce County Parcel Legal Description (property where easement will exist): BEGINNING AT A POINT 242.12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6 IN BLOCK 61 OF C.D. HILLMAN'S PACIFIC CITY DIVISION NO. 4, ACCORDING TO PLAT RECORDED IN BOOK 8 OF PLATS AT PAGE 36; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF LOTS 6 AND 7 IN SAID BLOCK 61, A DISTANCE OF 175.6 FEET; THENCE WEST TO THE WEST LINE OF LOT 7; THENCE NORTH TO THE POINT OF BEGINNING, IN PACIFIC, PIERCE COUNTY, WASHINGTON. EXCEPT THAT PORTION THEREOF LYING WITHIN THE EAST 50 FEET OF THE SOUTH 193.2 FEET OF THE WEST HALF OF SAID LOT 7.
Assessor's Property Tax Parcel/Account Number: Pierce County #4495400520

**RELEASE OF
UTILITIES EASEMENT**

The City of Pacific, Washington (hereinafter the "City") is the owner of a Utilities Easement acquired from Night Train LLC (successor in interest to Harry and Lois Arndt), dated April 1, 1997, recorded under Pierce County Auditor's No. 9704100145 (hereinafter the "1997 Utilities Easement"), over the real property commonly known as 1565 Valentine Avenue SE (hereinafter the "Property") and legally described therein as follows:

BEGINNING AT A POINT 242.12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6 IN BLOCK 61 OF C.D. HILLMAN'S PACIFIC CITY DIVISION NO. 4, ACCORDING TO PLAT RECORDED IN BOOK 8 OF PLATS AT PAGE 36; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF LOTS 6 AND 7 IN SAID BLOCK 61, A DISTANCE OF 175.6 FEET; THENCE WEST TO THE WEST LINE OF LOT 7; THENCE NORTH TO THE POINT OF BEGINNING, IN PACIFIC, PIERCE COUNTY, WASHINGTON. EXCEPT THAT PORTION THEREOF LYING WITHIN THE EAST 50 FEET OF THE SOUTH 193.20 FEET OF THE WEST HALF OF SAID LOT 7.

Night Train LLC is required to install a fire lane to serve a building constructed on the above-referenced Property. A wider utilities easement is required to accommodate the installation of new water lines and to maintain the required separation between the existing sewer and the new water lines on the Property. The parties have agreed that the 1997 Utilities Easement shall be released, and in exchange, Night Train LLC will grant the City of Pacific a new and wider utilities easement on the Property to replace it.

The City of Pacific does hereby abandon and release all rights acquired under the 1997 Utilities Easement located in and to the following described portion of the above-described property:

The North 15 feet of that portion of Lot 6 described above.

A diagram depicting the location of the abandoned and released easement is attached hereto as Exhibit A, and by this reference made a part hereof.

IN WITNESS WHEREOF, the City of Pacific, has caused this instrument to be executed this ___ day of 2016.

NIGHT TRAIN, LLC

By: Brett McKenzie [Brett McKenzie]
Its: Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that Steve Greiling personally appeared before me, is known to be the authorized agent of NIGHT TRAIN, LLC, a Washington Limited Liability Company, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal this 11TH day of JANUARY, 2016.

Alyssa M Sales
Notary Public in and for the State of Washington,
residing at SUMNER, WA
My appointment expires 10-21-2019



**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT A WATER AND SANITARY SEWER UTILITIES EASEMENT FOR SANITARY SEWER MAINS, WATER MAINS, AND APPURTENANCES GRANTED TO THE CITY FROM NIGHT TRAIN, LLC, ON PROPERTY LOCATED AT 1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON

WHEREAS, pursuant to city utility requirements, Night Train, LLC has, as evidenced by the attached document, granted a 22.5-foot easement to the City of Pacific on land described in Attachment A (1565 Valentine Avenue SE. Pierce County #4495400520) for the purposes of allowing the City to operate and maintain the existing sewer main and appurtenances and future water main and appurtenances to be constructed by Night Train, LLC and dedicated to the City; and

WHEREAS, it is the desire of the Pacific City Council that the utility easement dedication be formally accepted and recorded;

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

Section 1. That the Mayor is hereby authorized to sign and accept the attached utility easement document, executed by a duly authorized representative of Night Train, LLC, dedicating a certain easement to the City of Pacific.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon and the document is recorded with the Pierce County Assessor.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

When recorded return to:

**City of Pacific
City Clerk
100 – 3rd Avenue S.E.
Pacific, WA 98047**

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): Water and Sanitary Sewer Utilities Easement
Reference Number(s) of Documents assigned or released:
Grantor(s) Night Train, LLC, a Washington Limited Liability Company
Grantee(s) THE CITY OF PACIFIC, a Washington municipal corporation
Pierce County Parcel Legal Description (property where easement will exist): Section 01 Township 20 Range 04 Quarter 33 HILLMANS C D PACIFIC CITY DIV # 4 PART OF L 6 & 7 B 61 BEG 242.12 FT S OF NW COR L 6 TH E TO E LI OF W 1/2 OF L 6 TH S ALG E LI OF W 1/2 OF L 6 & 7 A DIST OF 175.6 FT TH W TO W LI L 7 TH N TO BEG EXC POR OF ABOVE DESC PROP LY WITHIN E 50 FT OF S 193 FT OF W 1/2 OF L 7 EXC POR SUP CT 03-2-04494-1 REC AFN 2004-02-10-0071 DESC AS FOLL BEG NW COR L 6 TH E 263.52 FT TH S 1 DEG 15 MIN 26 SEC 17.93 FT TO LI EST BY BLA 2002-04-05-1076 AND POB TH CONT 142.88 FT TH S 195.32 FT TH W 44.73 FT TH S 193 FT TH N 88 DEG 51 MIN 39 SEC E 318.32 FT TH N 538.87 FT TH S 270.19 FT TH S 18.08 FT N 87 DEG 39 MIN 20 SEC W 6.53 FT TO POB EXC POR CYD TO CY OF PACIFIC PER ETN 4321332 & 4326489 DC6/10/10JU DC00352924 4/15/2014 KG
Assessor's Property Tax Parcel/Account Number: Pierce County #4495400520

UTILITIES EASEMENT

This Utilities Easement (“Easement”) is made as of the date set forth herein, by and between the City of Pacific, a Washington municipal corporation, (“Grantee”) and NIGHT TRAIN, LLC, (“Grantor”), referred to herein collectively as “the Parties” and individually as termed above or as “Party.”

RECITALS

WHEREAS, NIGHT TRAIN, LLC is the owner of the property commonly known as 1565 Valentine Avenue SE (insert street address) in the City of Pacific, and legally described on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property had an existing utilities easement in favor of the City of Pacific; and

WHEREAS, the City of Pacific released the existing easement in the Release of Utilities Easement, dated _____ and recorded against the Property under AFN _____;

WHEREAS, NIGHT TRAIN, LLC plans to grant the City a new utilities easement in order to allow for the operation of existing and newly installed sewer and water facilities, which will be dedicated to the City for ownership and operation; and

WHEREAS, the Grantor agrees to dedicate an easement to the City on the Property to allow the City to operate and maintain public utilities;

NOW, THEREFORE, in furtherance of the recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual obligations and benefits created by this Easement for utilities, the sufficiency and receipt of which is hereby acknowledged, the Parties agree to the following:

1. Grant of Perpetual Utilities Easement. Grantor hereby grants and conveys a perpetual, non-exclusive easement for utilities over, across, under, and upon the Property to the City of Pacific, its successors, and assigns. The Easement is required for sewer mains, water mains, and appurtenances. The Easement Area is legally described in Exhibit B and shown on the map in Exhibit C, both of which are attached hereto and incorporated herein by this reference. The Grantor shall bear all installation costs and expenses associated with the initial construction of the utility facilities to be installed in the Easement Area.

2. Benefit of Easement. The easement rights granted and conveyed hereunder shall be for the benefit of and use by the Grantee for conveying, storing, managing, operating, maintaining, constructing, improving, repairing, facilitating and constructing, improving, repairing, and maintaining roadways, including road cuts and fills, sidewalks, other access infrastructure, and other utilities and utility systems as reasonably necessary, together with the

right for Grantee to access, ingress and egress, across, over, under and upon the Easement Area for said purposes. For the purpose of this Easement, “utilities” shall be limited to water and sanitary sewer infrastructure.

3. Easement Area. Grantee shall have the right to utilize all the Easement Area as necessary to accommodate all of the above public purposes, including any operation, repair, maintenance, and reinstallation of any utility facilities.

4. Conditions.

A. *Maintenance and Repair.* Grantee shall be solely responsible for the maintenance, operation, repair and reinstallation of the utilities in the Easement Area. In the event of damage to the Easement Area as the result of construction, maintenance or use, of the Easement Area by Grantee, Grantee’s agents or contractors, Grantee shall promptly restore the Easement Area, including any landscaping, to a condition equivalent to that in which it existed prior to the damage, at Grantee’s sole cost, provided that Grantee shall not be responsible for any damage caused by the Grantor or its agents.

B. *Egress and Ingress.* This Easement includes a right of egress and ingress in reasonable locations, for the Grantee to access the Easement. The Grantee shall exercise its rights under this Agreement so as to minimize interference with the Grantor’s use of his/her Property. The Grantee shall have all necessary access to the Easement Area without prior notification to the Grantor.

C. *Conflicts and Additional Easements.* The Grantor agrees that he/she shall not interfere with the Grantee’s use of the Easement for the purposes described herein. Grantor agrees that the Grantor shall not grant any additional easements within the Easement area to any other party, without the prior written consent of the Grantee.

D. *Indemnity.* In the event of liability for damages arising out of bodily injury to persons or damages to property cause by or resulting from the actions of the Grantee, its officers, officials, employees or agents, the Grantee’s liability shall be only to the extent of the Grantee’s negligence.

5. Attorneys’ Fees. In the event it is necessary for either party to initiate any legal proceeding to enforce any provision of this Easement agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney fees, including costs and expert witness expenses.

6. Termination. This Easement agreement shall remain in effect perpetually unless a written termination agreement is executed by the Parties.

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 01 Township 20 Range 04 Quarter 33 HILLMANS C D PACIFIC CITY DIV # 4
PART OF L 6 & 7 B 61 BEG 242.12 FT S OF NW COR L 6 TH E TO E LI OF W 1/2 OF L 6
TH S ALG E LI OF W 1/2 OF L 6 & 7 A DIST OF 175.6 FT TH W TO W LI L 7 TH N TO
BEG EXC POR OF ABOVE DESC PROP LY WITHIN E 50 FT OF S 193 FT OF W 1/2 OF L 7
EXC POR SUP CT 03-2-04494-1 REC AFN 2004-02-10-0071 DESC AS FOLL BEG NW COR
L 6 TH E 263.52 FT TH S 1 DEG 15 MIN 26 SEC 17.93 FT TO LI EST BY BLA 2002-04-
05-1076 AND POB TH CONT 142.88 FT TH S 195.32 FT TH W 44.73 FT TH S 193 FT TH
N 88 DEG 51 MIN 39 SEC E 318.32 FT TH N 538.87 FT TH S 270.19 FT TH S 18.08 FT N
87 DEG 39 MIN 20 SEC W 6.53 FT TO POB EXC POR CYD TO CY OF PACIFIC PER ETN
4321332 & 4326489 DC6/10/10JU DC00352924 4/15/2014 KG

EXHIBIT B

UTILITY EASEMENT

THE NORTH 22.50 FEET OF THAT PORTION OF LOT 6 OF THE FOLLOWING DESCRIBED PROPERTY,

BEGINNING AT A POINT 242.12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6 IN BLOCK 61 OF C.D. HILLMAN'S PACIFIC CITY DIVISION NO. 4, ACCORDING TO PLAT RECORDED IN BOOK 8 OF PLATS AT PAGE 36; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF LOTS 6 AND 7 IN SAID BLOCK 61, A DISTANCE 175.6 FEET; THENCE WEST TO THE WEST LINE OF LOT 7; THENCE NORTH TO THE POINT OF BEGINNING IN PACIFIC, PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE EAST 50 FEET OF THE SOUTH 193.20 FEET OF THE WEST HALF OF SAID LOT 7.

EXCEPT VALENTINE AVENUE

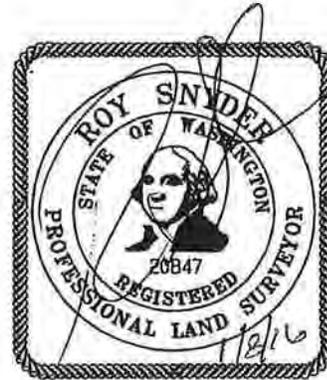
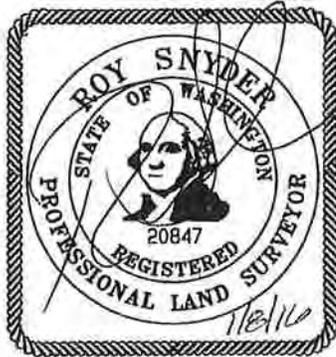
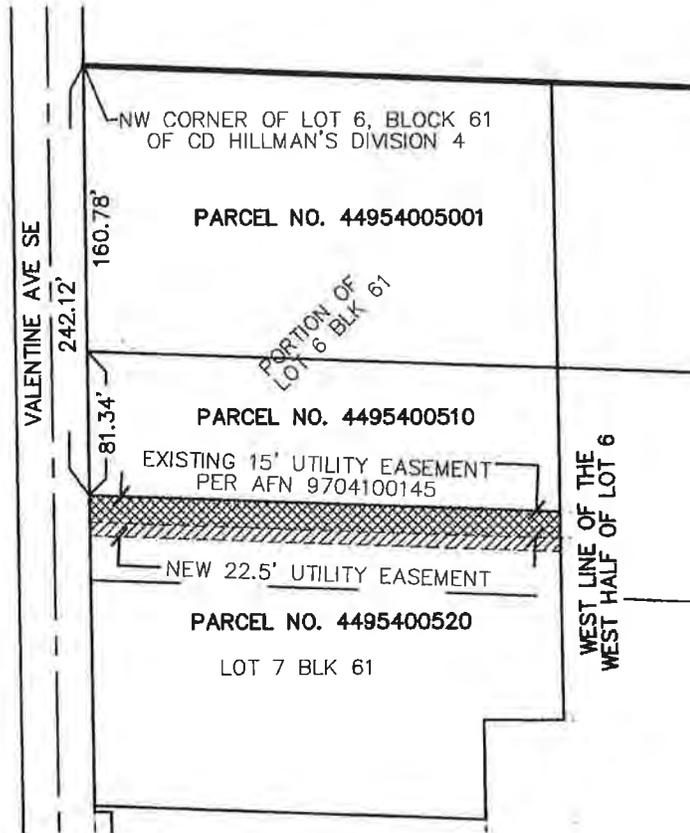


EXHIBIT C
UTILITY EASEMENT



TRUE POINT SURVEYING

PO BOX 741809, PUYALLUP, WA. 98473
(253) 380-8538

NIGHT TRAIN LLC UTILITIES EASEMENT	
DRAWN: RS	SCALE: 1"=100'
DATE: 01/07/16	JOB NO: 4001-051

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 01 Township 20 Range 04 Quarter 33 HILLMANS C D PACIFIC CITY DIV # 4
PART OF L 6 & 7 B 61 BEG 242.12 FT S OF NW COR L 6 TH E TO E LI OF W 1/2 OF L 6
TH S ALG E LI OF W 1/2 OF L 6 & 7 A DIST OF 175.6 FT TH W TO W LI L 7 TH N TO
BEG EXC POR OF ABOVE DESC PROP LY WITHIN E 50 FT OF S 193 FT OF W 1/2 OF L 7
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87 DEG 39 MIN 20 SEC W 6.53 FT TO POB EXC POR CYD TO CY OF PACIFIC PER ETN
4321332 & 4326489 DC6/10/10JU DC00352924 4/15/2014 KG

EXHIBIT B
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EXCEPT THAT PORTION THEREOF LYING WITHIN THE EAST 50 FEET OF THE SOUTH 193.20 FEET OF THE WEST HALF OF SAID LOT 7.

EXCEPT VALENTINE AVENUE

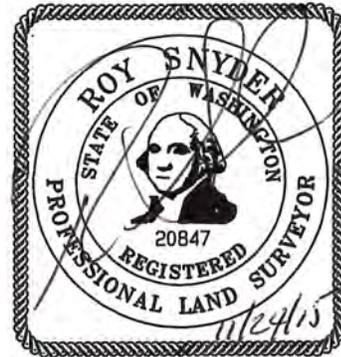
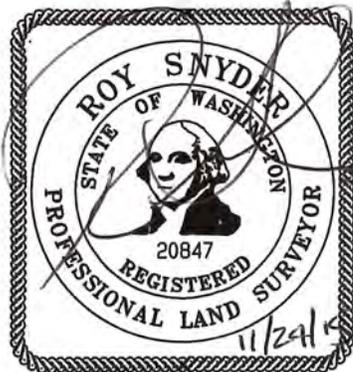
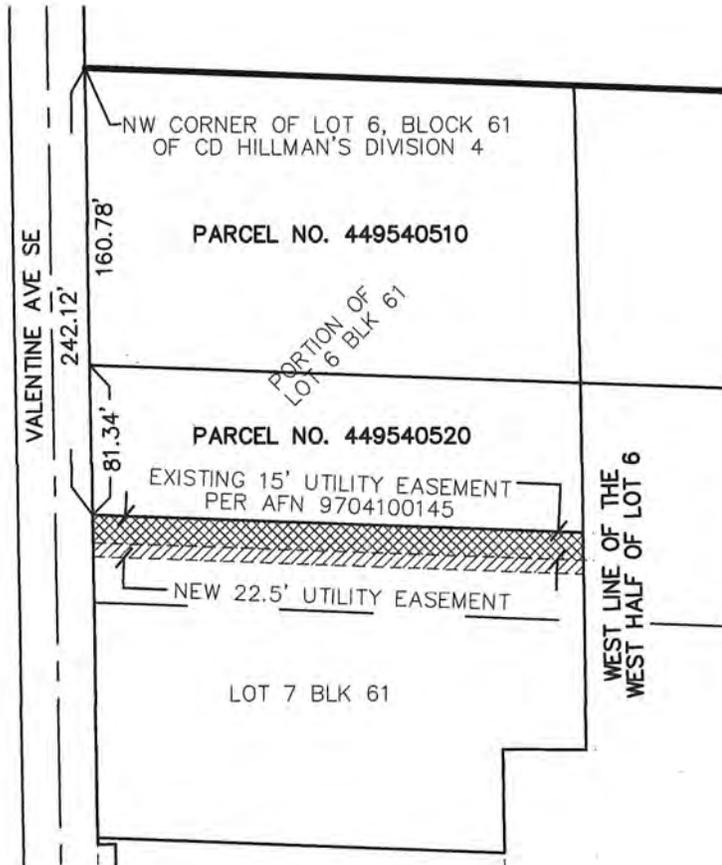


EXHIBIT C
UTILITY EASEMENT



TRUE POINT SURVEYING

PO BOX 741909, PUYALLUP, WA. 98473
(253) 380-6538

NIGHT TRAIN LLC UTILITIES EASEMENT		
DRAWN:	RS	SCALE: 1"=100'
DATE:	11/24/15	JOB NO: 4001-051

Agenda Bills

Agenda Item No. Consent Agenda 10A

Meeting Date: January 25, 2016

Subject: Claim Voucher & Payroll
Approval

Prepared by: Richard Gould
Finance Director

Summary:

Approval of Payroll for the period of January 1, 2016 through January 15, 2016; Claims Vouchers for January 20, 2016 through January 25, 2016.

Payroll Auto Deposit	\$	75020.38
Payroll Checks #4924 – 4926		855.53
EFT'S		30,431.38
Claim Checks 46225 – 46267	\$	46,119.54
Total Expenditures	\$	<u>\$ 152,426.83</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

01/20/2016 To: 01/25/2016

Time: 13:18:15 Date: 01/21/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
409	01/20/2016	Payroll	1	EFT		222.16	01/01/16 - 01/15/16 Payroll
410	01/20/2016	Payroll	1	EFT		2,683.40	01/01/16 - 01/15/16 Payroll
411	01/20/2016	Payroll	1	EFT		2,591.69	01/01/16 - 01/15/16 Payroll
412	01/20/2016	Payroll	1	EFT		4,052.50	01/01/16 - 01/15/16 Payroll
413	01/20/2016	Payroll	1	EFT		3,293.00	01/01/16 - 01/15/16 Payroll
414	01/20/2016	Payroll	1	EFT		2,309.33	01/01/16 - 01/15/16 Payroll
415	01/20/2016	Payroll	1	EFT		136.23	01/01/16 - 01/15/16 Payroll
417	01/20/2016	Payroll	1	EFT		1,313.62	01/01/16 - 01/15/16 Payroll
418	01/20/2016	Payroll	1	EFT		2,809.74	01/01/16 - 01/15/16 Payroll
419	01/20/2016	Payroll	1	EFT		92.05	01/01/16 - 01/15/16 Payroll
421	01/20/2016	Payroll	1	EFT		3,343.95	01/01/16 - 01/15/16 Payroll
422	01/20/2016	Payroll	1	EFT		317.91	01/01/16 - 01/15/16 Payroll
423	01/20/2016	Payroll	1	EFT		857.19	01/01/16 - 01/15/16 Payroll
424	01/20/2016	Payroll	1	EFT		3,134.25	01/01/16 - 01/15/16 Payroll
425	01/20/2016	Payroll	1	EFT		92.05	01/01/16 - 01/15/16 Payroll
426	01/20/2016	Payroll	1	EFT		2,661.75	01/01/16 - 01/15/16 Payroll
427	01/20/2016	Payroll	1	EFT		81.45	01/01/16 - 01/15/16 Payroll
428	01/20/2016	Payroll	1	EFT		285.19	01/01/16 - 01/15/16 Payroll
429	01/20/2016	Payroll	1	EFT		1,465.03	01/01/16 - 01/15/16 Payroll
430	01/20/2016	Payroll	1	EFT		1,239.46	01/01/16 - 01/15/16 Payroll
431	01/20/2016	Payroll	1	EFT		1,442.83	01/01/16 - 01/15/16 Payroll
432	01/20/2016	Payroll	1	EFT		2,800.88	01/01/16 - 01/15/16 Payroll
433	01/20/2016	Payroll	1	EFT		1,544.79	01/01/16 - 01/15/16 Payroll
434	01/20/2016	Payroll	1	EFT		2,127.25	01/01/16 - 01/15/16 Payroll
435	01/20/2016	Payroll	1	EFT		2,396.00	01/01/16 - 01/15/16 Payroll
436	01/20/2016	Payroll	1	EFT		2,374.96	01/01/16 - 01/15/16 Payroll
437	01/20/2016	Payroll	1	EFT		1,475.49	01/01/16 - 01/15/16 Payroll
438	01/20/2016	Payroll	1	EFT		92.05	01/01/16 - 01/15/16 Payroll
439	01/20/2016	Payroll	1	EFT		285.02	01/01/16 - 01/15/16 Payroll
440	01/20/2016	Payroll	1	EFT		2,101.69	01/01/16 - 01/15/16 Payroll
441	01/20/2016	Payroll	1	EFT		1,793.64	01/01/16 - 01/15/16 Payroll
442	01/20/2016	Payroll	1	EFT		1,690.75	01/01/16 - 01/15/16 Payroll
443	01/20/2016	Payroll	1	EFT		1,966.89	01/01/16 - 01/15/16 Payroll
444	01/20/2016	Payroll	1	EFT		1,036.34	01/01/16 - 01/15/16 Payroll
445	01/20/2016	Payroll	1	EFT		2,546.94	01/01/16 - 01/15/16 Payroll
446	01/20/2016	Payroll	1	EFT		1,562.77	01/01/16 - 01/15/16 Payroll
448	01/20/2016	Payroll	1	EFT		2,838.09	01/01/16 - 01/15/16 Payroll
449	01/20/2016	Payroll	1	EFT		1,683.22	01/01/16 - 01/15/16 Payroll
450	01/20/2016	Payroll	1	EFT		1,209.58	01/01/16 - 01/15/16 Payroll
451	01/20/2016	Payroll	1	EFT		1,755.76	01/01/16 - 01/15/16 Payroll
452	01/20/2016	Payroll	1	EFT		92.05	01/01/16 - 01/15/16 Payroll
453	01/20/2016	Payroll	1	EFT		3,017.22	01/01/16 - 01/15/16 Payroll
454	01/20/2016	Payroll	1	EFT		1,338.89	01/01/16 - 01/15/16 Payroll
455	01/20/2016	Payroll	1	EFT		1,460.98	01/01/16 - 01/15/16 Payroll
456	01/20/2016	Payroll	1	EFT		1,404.35	01/01/16 - 01/15/16 Payroll
546	01/22/2016	Payroll	1	EFT	INTERNAL REVENUE SERVICE	29,602.38	941 Deposit For 01/20/2016 - 01/20/2016
547	01/22/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	01/20/2016 To 01/20/2016 - DCP - DRS
548	01/22/2016	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	204.00	01/20/2016 To 01/20/2016 - Child Support
416	01/20/2016	Payroll	1	4924		676.43	01/01/16 - 01/15/16 Payroll
420	01/20/2016	Payroll	1	4925		87.05	01/01/16 - 01/15/16 Payroll
447	01/20/2016	Payroll	1	4926		92.05	01/01/16 - 01/15/16 Payroll

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/20/2016 To: 01/25/2016

Time: 13:18:15 Date: 01/21/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
504	01/25/2016	Claims	1	46225	A&A LANGUAGE SERVICES, INC.	190.25	COURT: INTERPRETER SERVICES
505	01/25/2016	Claims	1	46226	AUS WEST LOCKBOX	81.34	CITY HALL & POLICE: DOOR MATS
506	01/25/2016	Claims	1	46227	BLUMENTHAL UNIFORMS	208.03	POLICE: POLICE UNIFORM
507	01/25/2016	Claims	1	46228	CITY OF ENUMCLAW	120.00	POLICE: DEC. 2015 JAIL SERVICES
508	01/25/2016	Claims	1	46229	COLUMBIA BANK CARDMEMBER SERVICE	1,826.62	
509	01/25/2016	Claims	1	46230	CORDI & BEJARANO INC	2,073.66	COURT: PROSECUTING ATTORNEY; COURT: PROSECUTING ATTORNEY
510	01/25/2016	Claims	1	46231	GENUINE AUTO GLASS OF AUBURN LLC	184.47	POLICE: AUTO MAINTENANCE
511	01/25/2016	Claims	1	46232	H D FOWLER CO INC	169.41	PW: WATER SUPPLIES
512	01/25/2016	Claims	1	46233	HACH COMPANY	256.06	PW: PH BUFFER SOLUTION KIT
513	01/25/2016	Claims	1	46234	HONEY BUCKET	72.00	PW: HONEY BUCKET RENTAL
514	01/25/2016	Claims	1	46235	ICON MATERIALS	94.90	PW: FIELD/SHOP SUPPLIES
515	01/25/2016	Claims	1	46236	IMAGE MASTERS INC	161.18	POLICE: SUPPLIES
516	01/25/2016	Claims	1	46237	INTERCOM LANGUAGE SERVICES	120.00	COURT: INTERPRETER SERVICES
517	01/25/2016	Claims	1	46238	KC DOT ROAD SRVC DIV	2,286.18	
518	01/25/2016	Claims	1	46239	KELLER SUPPLY COMPANY	260.10	CITY HALL: RESTROOM REPAIRS
519	01/25/2016	Claims	1	46240	ELENA KERRIGAN	300.00	COURT: INTERPRETER SERVICES
520	01/25/2016	Claims	1	46241	KIMBALL MIDWEST	270.77	PW: TOOLS/SUPPLIES
521	01/25/2016	Claims	1	46242	KING COUNTY DIRECTORS' ASSOC	237.55	PW: OFFICE/ADMIN SUPPLIES; PW: OFFICE/ADMIN SUPPLIES; POLICE: OFFICE SUPPLIES
522	01/25/2016	Claims	1	46243	KING COUNTY FINANCE	22.00	PW: TRANSFER STATION
523	01/25/2016	Claims	1	46244	LAKESIDE INDUSTRIES	739.04	PW: EZ STREET ASPHALT
524	01/25/2016	Claims	1	46245	MCLENDON HARDWARE	28.45	PW: SUPPLIES
525	01/25/2016	Claims	1	46246	NATIONAL BARRICADE COMPANY	695.33	PW: FIELD/SHOP SUPPLIES
526	01/25/2016	Claims	1	46247	NORTHSTAR CHEMICAL INC.	2,175.90	PW: SOLDIUM HYDROXIDE
527	01/25/2016	Claims	1	46248	PACIFIC OFFICE AUTOMATION	164.29	POLICE: COPY MACHINE LEASE
528	01/25/2016	Claims	1	46249	PETROCARD SYSTEMS INC	1,633.60	ACCOUNT #00-0077308 INV. #C018765 01/15/16
529	01/25/2016	Claims	1	46250	PREG O'DONNELL & GILLET PLLC	1,060.00	FILE #10599-0002 (SUN, CY V, CITY OF PACIFIC NORCROSS CLAIM #M03.006228)
530	01/25/2016	Claims	1	46251	QUILL CORPORATION	120.27	POLICE: SUPPLIES
531	01/25/2016	Claims	1	46252	SPOK, INC.	47.10	PW: ON-CALL PAGER
532	01/25/2016	Claims	1	46253	CITY OF SUMNER	8,134.00	JAN. 2016 METRO ANIMAL SERVICES; 2015 METRO ANIMAL SERVICES; NON-SHELTER REVENUE TRUE-UP

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/20/2016 To: 01/25/2016

Time: 13:18:15 Date: 01/21/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
533	01/25/2016	Claims	1	46254	TACOMA SCREW PRODUCTS INC	463.34	PW: FIELD/SHOP SUPPLIES
534	01/25/2016	Claims	1	46255	TERMINIX PROCESSING CENTER	60.23	PW: PEST CONTROL
535	01/25/2016	Claims	1	46256	TOTAL AUTO CARE	76.48	POLICE: VEHICLE MAINTENANCE; POLICE: AUTO MAINTENANCE
536	01/25/2016	Claims	1	46257	TRANSPO GROUP	1,600.00	PW: W. VALLEY HWY TRAFFIC STUDY REVIEW
537	01/25/2016	Claims	1	46258	UNITED PARCEL SERVICE	36.74	POLICE: SHIPPING
538	01/25/2016	Claims	1	46259	US HEALTHWORKS MEDICAL GROUP WA, PS	125.00	ADMINE: DRUG SCREENING S. FRATELLA
539	01/25/2016	Claims	1	46260	VALLEY COMMUNICATIONS	15,711.23	POLICE: DEC. 2015 911 CALLS (386.5 CALLS)
540	01/25/2016	Claims	1	46261	VERIZON WIRELESS	1,751.63	POLICE: CELL PHONES
541	01/25/2016	Claims	1	46262	WA ST DEPT OF ECOLOGY	1,855.50	PW: 2016 MUNICIPAL STORMWATER GENERAL PERMIT #WAR045535
542	01/25/2016	Claims	1	46263	WASHINGTON STATE PATROL	368.75	POLICE: BACKGROUND CHECKS
543	01/25/2016	Claims	1	46264	WATER MANAGEMENT LAB INC	95.00	PW: MICROSCOPIC EXAM
544	01/25/2016	Claims	1	46265	WHITE KNIGHT SAFE	186.50	SENIOR & YOUTH: REPAIR/MAINTENANCE
545	01/25/2016	Claims	1	46266	WORK 'N MORE	50.64	PW: UNIFORMS
549	01/22/2016	Payroll	1	46267	WASHINGTON TEAMSTERS LEGISLATIVE LEAGUE	6.00	12/18/2015 To 01/05/2016 - DRIVE

001 General Fund	120,258.78	
101 Street	8,927.30	
401 Water	15,893.71	
402 Sewer	9,848.69	
409 Storm	11,650.21	
800 Payroll EE Benefit Clearing	-14,151.86	
	152,426.83	Claims: 46,113.54 Payroll: 106,313.29

CHECK REGISTER

City Of Pacific
MCAG #: 0423

01/20/2016 To: 01/25/2016

Time: 13:18:15 Date: 01/21/2016
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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: _____



Workshop
Monday, December 21, 2015
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Absent: Council Members Kave and Steiger

STAFF PRESENT

Court Administrator Kelly Rydberg, Public Works Manager Lance Newkirk, City Attorney Carol Morris, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Mr. Gould added a discussion of appointment of new council member as item G. The agenda was approved unanimously by Council.

AGENDA ITEMS

A. Resolution No. 2015-306: Setting a public hearing regarding the creation of a Transportation Benefit District in the City of Pacific.

Mr. Gould provided information to Council regarding establishing a Transportation Benefit District.

Mr. Mark Bethune, City Administrator, City of Orting, discussed the formation of the Transportation Benefit District in the City of Orting.

City Attorney Carol Morris explained the process involved with adoption of a Transportation Benefit District and the next steps after implementation.

Direction by consensus of Council: Move forward to the meeting on December 28, 2015.

B. Ordinance No. 2015-1922: Amending the Pacific Municipal Code 2.24.010 by updating the referenced RCW's allowing a code city to establish a municipal court.

Ms. Morris state Pacific hasn't always been a code city. When the city became a code city, the codes were not updated to reflect the fact and our code references a statute that no longer existed. The new information references the correct RCW.

Direction by consensus of Council: Move forward to the meeting on December 28, 2015.

C. Resolution No. 2015-307: Resolution regarding the vacation of Skinner Road, a waterfront street in the City of Pacific.

Mr. Newkirk advised this property was identified by BNSF as important to the right bank project. BNSF petitioned to vacate this property. A public Hearing will be held on December 28. This affirms the city followed the code regarding the vacation of this property.

Direction by consensus of Council: Move forward to the meeting on December 28, 2015.

D. Ordinance No. 2015-1921: Vacating a portion of Skinner Road and establishing the conditions of such vacation.

Mr. Newkirk advised this ordinance will vacate the portion of Skinner Road identified by BNSF.

Direction by consensus of Council: Move forward to the meeting on December 28, 2015.

E. Resolution No. 2015-308: Authorizing the execution of an agreement with RH2 Engineering, Inc. for water system hydraulic modeling.

Mr. Newkirk stated this is part of the water system update plan that needs to be done every 6 years. Part of this is analyzing the fire flow and peak hourly flow throughout the day. To meet this component, this must be outsourced.

Direction by consensus of Council: Move forward to the meeting on December 28, 2015.

F. Ordinance No. 2015-1923: Amending the 2015 Budget, First Reading

Mr. Gould reviewed the proposed amendments to the 2015 budget. He advised the budget amendment is less than last year and outlined the proposed amendments.

Direction by consensus of Council: Move forward to the meeting on December 28, 2015.

G. Discussion of the appointment of a new council member

Mayor Guier outlined the process that will be utilized to appoint a new council member to fill the vacancy created by Council Member Walker's resignation. The position announcement will be placed in the Auburn Reporter on January 1. The applications are due by 5:00 p.m. on January 14 and interviews will take place at the workshop on January 19 with appointment taking place on January 25.

ADJOURN

Council President Walker adjourned the workshop at 7:22 p.m.

Amy Stevenson-Ness, City Clerk



Special Meeting
Monday, December 21, 2015
7:22 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the special meeting to order at 7:23 p.m.

ROLL CALL

Present: Council Members Katie Garberding, Kerry Garberding, Council President Walker, Mayor Pro Tem Putnam, and Mayor Guier.

Absent: Council Members Kave and Steiger (Council Member Kave arrived at 7:34 p.m.)

COUNCIL MEMBER WALKER MOVED to excuse Council Members Kave and Steiger. Seconded by Council Member Katie Garberding.

The vote was taken and the motion carried 5-0.

STAFF PRESENT

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

ACTION ITEM:

A. Emergency Declarations Due to Heavy Rains and Flooding

1) Mayoral Proclamation of Local Emergency

Mr. Newkirk stated the proclamation declares a state of local emergency to allow the city to do certain actions during the state of emergency under the mayor's authority. He said even though we are now moving into a recovery and clean up phase, the state of emergency still exists.

2) Resolution No. 2015-309: Confirming the Mayoral Proclamation of Local Emergency.

COUNCIL MEMBER KATIE GARBERDING MOVED to approve resolution No. 2015-309 confirming the Mayoral Proclamation of Local Emergency. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Garberding, Oliveira, Putnam, Walker

Nays:

Absent: Kave and Steiger

The motion carried 5-0.

- 3) Resolution No. 2015-310:** Waiving procurement requirements in order to acquire goods and services required to mitigate flood damage and support clean-up and recovery.

Mr. Newkirk stated this allows the city to immediately hire a contractor and waive some procurement requirements due to the emergency situation.

COUNCIL MEMBER WALKER MOVED to approve resolution No. 2015-310 waiving procurement requirements in order to acquire goods and services required to mitigate flood damage and support clean-up and recovery.. Seconded by Council Member Oliveira.

Speaking before Council:

Keith Crady, White River Drive	Appreciates the city leaving a pump near his house. He stated the water is rising in his yard again. The walls are torn off in his home to dry out. He is seeking resolution from King County for the issue.
--------------------------------	--

(Council Member Kave arrived here at 7:34 p.m.)

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Garberding, Oliveira, Putnam, Walker

Nays:

Abstain: Kave

Absent: Steiger

The motion carried 5-0. (Kave abstaining)

ADJOURN

Mayor Guier adjourned the meeting at 7:37 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Regular Meeting
December 28, 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, Garberding, Kave, Oliveira, Mayor Pro Tem Putnam, Council President Walker and Mayor Guier

Absent: Council Member Steiger

COUNCIL MEMBER WALKER MOVED to excuse Council Member Steiger.
Seconded by Council Member Katie Garberding.

STAFF PRESENT

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

ADDITIONS TO/APPROVAL OF AGENDA

Mr. Newkirk removed Item E, Resolution No. 2015-308 due to additional legal matters to be ironed out in the agreement.

The amended agenda was approved unanimously by Council.

PUBLIC HEARINGS

A. Regarding the vacation of a portion of the Skinner Road Right-of-Way south of the White River and adjacent to the existing Burlington Northern Santa Fe Railroad (BNSF) tracks

Mayor Guier opened the public hearing at 6:32 p.m.

Mr. Newkirk advised the hearing is regarding a vacation petition from Burlington Northern Santa Fe Railroad for a piece of property needed for the right bank project. No formal written comments have been received to this point.

Speaking before Council:

Mr. Matt Wells, BNSF attorney	This vacation is necessary because King County's project is going to connect to the railroad's embankment. This is the last piece of property required for the project.
Pastor Russell Tyree	Stated his concern about what is happening on Skinner Road. Please dredge the river.

At 6:38 p.m., Mayor Guier continued the public hearing to the meeting on January 11, 2016.

AUDIENCE COMMENT

Speaking before Council:

Christopher Cook, 126 Glacier Ave S	He had a house fire in the beginning of June and requested a utility abatement but still has to pay \$90 a month. He doesn't understand why he can't be released from his utility bill.
Jack Burkhart, 37904 53 rd Ave S	Inquired why the Waste Management yard waste toter has increased his bill.
Gary Nitschke, 102 Butte Avenue	Has an Issue with chairs that were surplus and requested chairs be replaced in the conference room.

REPORTS

A. Mayor

Mayor Guier reported:

- Recognized Council Member Putnam's service to the City of Pacific and presented him with a plaque and thanked him for his service to the City of Pacific.

B. Finance/City Administrator

City Administrator Gould reported:

- Suggested there be no committee meetings until Council fills committee vacancies
- IT services update – Advised an updated Memorandum of Understanding to change and add to the contract will be presented to Council in 2016.
- AV system should reach completion by the first week of March

C. Public Works Department

Public Works Manager Lance Newkirk reported:

- Stewart Road Project – negotiations to franchise utilities, KPG invaluable to negotiations, KPG has provided services longer than expected. Need to negotiate contract extension to close out project strongly.
- Stewart Road trail is largely completed.
- Valentine Road Project: There has been no resolution to the delay claim. Sumner and Pacific are working together to find a resolution. A dispute resolution board is required through WSDOT and is progressing slowly.
- Acquisition of additional pumping capacity to mitigate flooding: He has made inquiries and will proceed once pumps and vendors have been identified.
- He has tendered his resignation. His last day is January 20. He is leaving with mixed emotions but the new position will provide economic and professional growth opportunities.

F. Community Development Department

- No report

G. Public Safety Department

Public Safety Director Calkins reported:

- Thanks from the Police Department for Christmas card and gift cards provided by Council for employees.
- Positive report for this time of year: There have been almost no domestic issues at this time this year. The holidays are normally

H. City Council Members

None

I. Boards and Committees

i. Finance Committee

Council Member Kave reported the regularly scheduled meeting is January 19. The meeting is pending.

ii. Governance Committee

The next meeting will be held on January 5, 2016, at 6:30 p.m.

iii. Human Services Committee

A meeting was not held on December 22, 2015.

The next meeting will be held on January 27, 2016.

iv. Public Safety Committee
Council Member Garberding reported the next meeting will be on January 13, 2016.

v. Public Works Committee
A meeting will be held on January 6, 2016.

vi. Technology Committee
Council Member Walker reported the committee hasn't met yet.

vii. Park Board
No report

viii. Planning Commission
• A special meeting will be on January 12, 2016.

ix. Pierce County Regional Council (PCRC)
Mr. Newkirk stated there was nothing to report.

x. Sound Cities Association (SCA)
Mayor Guier reported:
• She will be the new board member representing South Valley Cities.

xi. South County Area Transportation Board (SCATBd)
Mr. Newkirk stated there was nothing to report.

xii. Valley Regional Fire Association (VRFA)
Council Member Walker there are no updates.

OLD BUSINESS

A. Resolution No. 2015-306: Setting a public hearing regarding the creation of a Transportation Benefit District in the City of Pacific.

Mr. Gould advised this resolution is to set the public hearing to receive public input regarding a Transportation Benefit District.

COUNCIL MEMBER OLIVEIRA MOVED to approve Resolution No. 2015-306 setting a public hearing regarding the creation of a Transportation Benefit District in the City of Pacific. Seconded by Council Member Katie Garberding.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Oliveira, Putnam, Walker

Nays: None

Absent: Steiger

B. Ordinance No. 2015-1922: Amending the Pacific Municipal Code 2.24.010 by updating the referenced RCW's allowing a code city to establish a municipal court.

City Attorney Carol Morris advised there was an error in the PMC referring to a chapter in the RCW that no longer exists. This is a housekeeping amendment.

COUNCIL MEMBER WALKER MOVED to adopt **Ordinance No. 2015-1922** Amending the Pacific Municipal Code 2.24.010 by updating the referenced RCW's allowing a code city to establish a municipal court. Seconded by Council Member Putnam.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Oliveira, Putnam, Walker

Nays: None

Absent: Steiger

The motion carried 6-0.

C. Resolution No. 2015-307: Resolution regarding the vacation of Skinner Road, a waterfront street in the City of Pacific

Mr. Newkirk advised there is a scrivener's error in the paperwork regarding the name of Burlington Northern Santa Fe Railway Company. This will need to move to the meeting on January 11, 2016, meeting for consideration and deliberation.

COUNCIL MEMBER PUTNAM MOVED to postpone the consideration of Resolution No. 2015-307 regarding the vacation of Skinner Road, a waterfront street in the City of Pacific to the meeting on January 11, 2016, with discussion on January 4, 2016. Seconded by Council Member Kave.

Voice vote was taken and carried 6-0.

D. Ordinance No. 2015-1921: Vacating a portion of Skinner Road and establishing the conditions of such vacation.

Mr. Newkirk advised this ordinance be moved to January 11, 2016 meeting for consideration. There is wording that needs to be added to the language of the ordinance as well as some grammatical issues that need to be addressed.

COUNCIL MEMBER WALKER MOVED to postpone the consideration of Resolution No. 2015-307 regarding the vacation of Skinner Road, a waterfront street in the City of Pacific to the meeting on January 11, 2016, with discussion on January 4, 2016. Seconded by Council Member Putnam.

Voice vote was taken and carried 6-0.

E. Resolution No. 2015-308: Authorizing the execution of an agreement with RH2 Engineering, Inc. for water system hydraulic modeling.
Mr. Newkirk removed this item at the start of the meeting.

F. Ordinance No. 2015-1923: Amending the 2015 Budget

Mr. Gould briefly reviewed the amendment and the proposed changes to the 2015 budget.

COUNCIL MEMBER KAVE MOVED to adopt **Ordinance No. 2015-1923** amending the 2015 Budget. Seconded by Council Member Putnam.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Oliveira, Putnam, Walker

Nays: None

Absent: Steiger

The motion carried 6-0.

NEW BUSINESS

None

CONSENT AGENDA

A. Payroll and Voucher Approval

B. Minutes of the meeting of November 23, 2015 and workshop of December 7, 2015.

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

Voice vote was taken and carried 6-0.

Council Member Walker requested an update of pending litigation at an Executive Session on January 11, 2016.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 7:18 p.m.

Amy Stevenson-Ness, City Clerk



TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk/Personnel Manager
MEETING DATE: January 25, 2016
SUBJECT: Sound Cities Association 2016 Membership Dues

ATTACHMENTS: Invoice from SCA
2016 Dues Assessment

Previous Council Review Date: N/A

Summary: The City has received an invoice from Sound Cities Association for continued membership in the Association. SCA offers advocacy for cities, effectively collaborating to create regional solutions. They provide leadership on economic and community development, transportation, land use, health, government operations, environment, education, public safety, social welfare and other public policy issues.

Recommendation/Action: Continued membership in the Sound Cities Association is recommended.

Motion for Consideration: "I move approve continued membership in the Sound Cities Association and payment in the amount of \$4099.24."

Budget Impact: \$4099.24.

Alternatives:

SOUND CITIES ASSOCIATION formerly
 SUBURBAN CITIES ASSOC
 6300 Southcenter Blvd #206
 Tukwila, WA 98188
 206-433-7168

Invoice

Date	Invoice #
1/1/2016	2569

Bill To
City of Pacific 100 3rd Ave SE Pacific, WA 98047

Terms
Net 60

Description	Qty	Rate	Amount
2016 Dues Assessment for Member Cities	6,770	0.6055	4,099.24
		Total	\$4,099.24

APPROVED
 DEPT MGR: _____
 DATE: _____
 CITY ADMIN: _____
 DATE: _____

518.10.49.001

Balance Due	\$4,099.24
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Approved 2015 Assessment

Municipality	2014		2014		Membership Dues Rate 0.5989
	OFM Pop 4/1/2014	OFM Pop w/70K cap	OFM Pop 4/1/2014	OFM Pop w/70K cap	
Algona	3,090	3,090	3,090	3,090	1,850.60
Auburn (part)	65,350	65,350	65,350	65,350	39,138.12
Beaux Arts Village	295	295	295	295	176.68
Black Diamond	4,180	4,180	4,180	4,180	2,503.40
Bothell (part)	24,610	24,610	24,610	24,610	14,738.93
Burien	48,240	48,240	48,240	48,240	28,890.94
Carnation	1,790	1,790	1,790	1,790	1,072.03
Clyde Hill	2,995	2,995	2,995	2,995	1,793.71
Covington	18,480	18,480	18,480	18,480	11,067.67
Des Moines	30,030	30,030	30,030	30,030	17,984.97
Duwall	7,325	7,325	7,325	7,325	4,386.94
Enumclaw (part)	11,110	11,110	11,110	11,110	6,653.78
Federal Way	90,150	70,000	70,000	70,000	41,923.00
Hunts Point	405	405	405	405	242.55
Issaquah	32,880	32,880	32,880	32,880	19,691.83
Kenmore	21,370	21,370	21,370	21,370	12,798.49
Kent	121,400	70,000	70,000	70,000	41,923.00
Kirkland	82,590	70,000	70,000	70,000	41,923.00
Lake Forest Park	12,750	12,750	12,750	12,750	7,635.98
Maple Valley	24,230	24,230	24,230	24,230	14,511.35
Medina	3,055	3,055	3,055	3,055	1,829.64
Mercer Island	23,310	23,310	23,310	23,310	13,960.36
Milton (part)	915	915	915	915	547.99
Newcastle	10,850	10,850	10,850	10,850	6,498.07
Normandy Park	6,375	6,375	6,375	6,375	3,817.99
North Bend	6,280	6,280	6,280	6,280	3,761.09
Pacific (part)	6,750	6,750	6,750	6,750	4,042.58
Redmond	57,700	57,700	57,700	57,700	34,556.53
Renton	97,130	70,000	70,000	70,000	41,923.00
Sammamish	49,260	49,260	49,260	49,260	29,501.81
SeaTac	27,620	27,620	27,620	27,620	16,541.62
Shoreline	53,990	53,990	53,990	53,990	32,334.61
Skykomish	200	200	200	200	119.78
Snoqualmie	12,130	12,130	12,130	12,130	7,264.66
Tukwila	19,210	19,210	19,210	19,210	11,504.87
Woodinville	11,240	11,240	11,240	11,240	6,731.64
TOTAL	989,285	878,015	878,015	878,015	525,843

Approved 2016 Assessment - 2015 Rate + 1.1% increase

Municipality	2015		2015		2016 Rate		Dues increase over 2015
	OFM Pop 4/1/2015	OFM Pop w/70K cap	OFM Pop 4/1/2015	OFM Pop w/70K cap	0.6055 w/70K cap	0.6055 w/70K cap	
Algona	3,105	3,105	3,105	3,105	1,880.08	1,880.08	29.48
Auburn (part)	65,950	65,950	65,950	65,950	39,932.73	39,932.73	794.61
Beaux Arts Village	300	300	300	300	181.65	181.65	4.97
Black Diamond	4,200	4,200	4,200	4,200	2,543.10	2,543.10	39.70
Bothell (part)	25,410	25,410	25,410	25,410	15,385.76	15,385.76	646.83
Burien	48,810	48,810	48,810	48,810	29,554.46	29,554.46	663.52
Carnation	1,790	1,790	1,790	1,790	1,083.85	1,083.85	11.81
Clyde Hill	3,020	3,020	3,020	3,020	1,828.61	1,828.61	34.90
Covington	18,520	18,520	18,520	18,520	11,213.86	11,213.86	146.19
Des Moines	30,100	30,100	30,100	30,100	18,225.55	18,225.55	240.58
Duwall	7,345	7,345	7,345	7,345	4,447.40	4,447.40	60.45
Enumclaw (part)	11,140	11,140	11,140	11,140	6,745.27	6,745.27	91.49
Federal Way	90,760	70,000	70,000	70,000	42,385.00	42,385.00	462.00
Hunts Point	410	410	410	410	248.26	248.26	5.70
Issaquah	33,330	33,330	33,330	33,330	20,181.32	20,181.32	489.48
Kenmore	21,500	21,500	21,500	21,500	13,018.25	13,018.25	219.76
Kent	122,900	70,000	70,000	70,000	42,385.00	42,385.00	462.00
Kirkland	83,460	70,000	70,000	70,000	42,385.00	42,385.00	462.00
Lake Forest Park	12,810	12,810	12,810	12,810	7,756.46	7,756.46	120.48
Maple Valley	24,700	24,700	24,700	24,700	14,955.85	14,955.85	444.50
Medina	3,095	3,095	3,095	3,095	1,874.02	1,874.02	44.38
Mercer Island	23,480	23,480	23,480	23,480	14,217.14	14,217.14	256.78
Milton (part)	1,010	1,010	1,010	1,010	611.56	611.56	63.56
Newcastle	10,940	10,940	10,940	10,940	6,624.17	6,624.17	126.11
Normandy Park	6,420	6,420	6,420	6,420	3,887.31	3,887.31	69.32
North Bend	6,460	6,460	6,460	6,460	3,911.53	3,911.53	150.44
Pacific (part)	6,770	6,770	6,770	6,770	4,099.24	4,099.24	56.66
Redmond	59,180	59,180	59,180	59,180	35,833.49	35,833.49	1,276.96
Renton	98,470	70,000	70,000	70,000	42,385.00	42,385.00	462.00
Sammamish*	60,980	60,980	60,980	60,980	36,923.39	36,923.39	7,421.58
SeaTac	27,650	27,650	27,650	27,650	16,742.08	16,742.08	200.46
Shoreline	54,500	54,500	54,500	54,500	32,999.75	32,999.75	665.14
Skykomish	195	195	195	195	118.07	118.07	-1.71
Snoqualmie	12,850	12,850	12,850	12,850	7,780.68	7,780.68	516.02
Tukwila	19,300	19,300	19,300	19,300	11,686.15	11,686.15	181.28
Woodinville	11,240	11,240	11,240	11,240	6,805.82	6,805.82	74.18
TOTAL	1,012,100	896,510	896,510	896,510	542,836.81	542,836.81	16,993.64

*Estimated. Actual post-annexation population to be provided by the City of Sammamish after required OFM census is completed later this year.



TO: Mayor Guier and City Council Members

FROM: Amy Stevenson-Ness

MEETING DATE: January 25, 2016

SUBJECT: AWC Drug and Alcohol Testing Consortium 2016 Annual Membership and Random Testing Fee

ATTACHMENTS: Invoice

Previous Council Review Date: N/A

Summary: In 2013, the City joined the AWC Drug and Alcohol Testing Consortium to comply with Federal law requiring all CDL drivers who drive commercial vehicles to be tested for drug/alcohol abuse. The Consortium has provided a sample policy that meets the City’s needs, has materials available for affected employees, provides training for supervisors of CDL employees; provides employee access to substance abuse professional services if necessary; and provides staff with advice and legal consultation regarding a positive test. There is a decrease in cost for testing as the city has one less eligible employee for 2016.

The fees for AWC’s Drug and Alcohol Consortium 2016 Annual Membership and Random Testing are:

Annual Membership	\$175.00
Random Drug/Alcohol Testing (per person)	\$260.00 (\$52/per person x 5)
Total for 2016:	\$435.00

Recommendation/Action:

Motion for Consideration: “I move to approve the payment of \$435.00 to Association of Washington Cities Drug and Alcohol Testing Consortium for 2016.”

Budget Impact: \$435 out of the Non-Departmental Fund

Alternatives: None

AWC Drug and Alcohol Consortium 2016 Annual Membership & Random Testing Fee Invoice

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

Invoice Date: January 11, 2016
Invoice Number: 39570
Amount Due: \$ 435

Amount Enclosed: \$

Please remove top portion and return with payment

Calculation

Number of employees in random testing pool	5
X \$52	\$ 260
Annual assessment fee	\$ 175
Total amount due	\$ 435

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JAN 13 2016

CITY CLERK
PERSONNEL MANAGER

The Drug & Alcohol Consortium annual membership fee is a flat \$175, plus the number of employees in the random testing pool multiplied by \$52.

Make checks payable to AWC. Send payment with a copy of this invoice by **February 20, 2016**.

**Association of Washington Cities
Drug and Alcohol Consortium
1076 Franklin St SE
Olympia WA 98501**

For questions, contact Melissa Taylor at melissat@awcnet.org or 1-800-562-8981.

IRS #91-6000045