



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

March 14, 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**
- 4. 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.)

5. REPORTS

- A. Mayor**
- B. City Administrator**
- (3) C. Community Services**
- (5) D. Municipal Court**
- D. Public Works Department**
- E. Community Development Department**
- (7) F. Public Safety Department**
- G. City Council Members**
- H. 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)

6. OLD BUSINESS

- (8) **A. Appointment to Park Board of Commissioners**
- (10) **B. Resolution No. 2016-321:** Setting the time and place for a public hearing on March 28, 2016 at 6:30 pm, in the City of Pacific Council Chambers to receive public input on revisions to the City of Pacific Comprehensive Plan, Chapter 2 – Land Use, Chapter 5 – Housing, Chapter 9 – Utilities, and Chapter 10 – Public Facilities.
- (13) **C. Resolution No. 2016-322:** Ratifying an agreement with Phoenix Earthworks, in the amount of \$33,375.60, for water main repairs on West Valley Highway

7. NEW BUSINESS

8. CONSENT AGENDA

- (44) **A. Payroll and Voucher Approval**
- (52) **B. Approval of the minutes of the meeting of January 25, 2016.**

9. ADJOURN

Finance Committee Katie Garberding, Newlun, Oliveira Meets: 2 rd Wednesday	April 13, 2016 6:30 p.m.	City Hall
Governance Committee Kerry Garberding, Kave, Storaasli Meets 1 st Tuesday	April 5, 2016 6:30 p.m.	City Hall
Human Services Committee Katie Garberding, Oliveira, Newlun Meets 4 th Tuesday	March 22, 2016 6:30 p.m.	City Hall
Park Board Meets 3 rd Tuesday	March 15, 2016 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	March 22, 2016 6:00 p.m.	City Hall
Public Safety Committee Katie Garberding, Kave, Steiger Meets 3 rd Wednesday	March 16, 2016 6:30 p.m.	City Hall
Public Works Committee Kerry Garberding, Kave, Steiger Meets 1 st Wednesday	April 6, 2016 6:30 p.m.	City Hall
Technology Committee Kerry Garberding, Newlun, Oliveira Meets: 3 rd Thursday	March 17, 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.pacificwa.org 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.

CITY COUNCIL March 14-2016

Community Services Report

Mayor Guier and City Council:

Remember our Community Bingo Night tomorrow, Tuesday March 15, 2016, at 6:00pm in our Pacific Gym. Bring the family for a fun filled evening, it's a great way to meet and get to know citizens in your community.

The City of Pacific, in partnership with Valley Bible Church, will hold our 3rd Annual Citizens Appreciation Dinner. The event will be held on Saturday March 19, 2016, 5:00 – 7:00 PM in the East Room. The dinner menu is pork roast, potato casserole, green beans, salad, and cookies. Tickets are \$10 per person; kids are \$5.00, and \$25.00 for a family ticket of 5 members. All proceeds benefit Senior and Youth Services.

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.

Garden Club will meet on Monday March 21, 2016 at 1:00. Maggie Lindsey will be here to discuss Northwest plants. On that day we will have a free raffle. Come and have Stone Soup lunch and stay for our Garden Club.

On Thursday, March 24, 2016, the Senior Center has our Pet Food program all day 9:00 to 4:00.

On Wednesday, March 30, 2016, at 2:00 in the Senior Center, we have a Tea Social. Come and enjoy a cup of tea, a tasty treat, and visit with your neighbor.

On Fridays 9:30 to 12:00PM noon at the Youth Gym they have Ziggles Riding Toy's Session. And Free Popcorn Friday!!

Youth Gym is now offering Kung Fu Classes, Saturday's 11:00 AM – 1:30PM. For more information please contact 253-244-1677 or Hiddenlakekungfu.com

MONTHLY TOTALS

Date: September	2014	2015	YTD
Participation Counts Senior Center			
Demographics			
Pacific:	508	584	4548
Algona:	105	161	1227
Auburn:	111	130	1172
Other:	154	114	991
Total Demographics	878	989	7938
Activity			
Stone Soup:	130	97	1089
Senior Nutrition Lunch:	335	435	3133
Trips: afternoon	124	152	1014
Transportation: for lunch	72	134	1073
Drop-Ins:	116	87	600
Bread/Pantry:	119	310	1634
Touch of Home/Crafts:	64	76	398
Cards/Puzzles/Games:	185	315	2254
Volunteer:	149	156	1228
Music/Jam Session:	220	209	1654
Health Care: Hair Cuts, Foot Care:	1	4	79
S.H.I.B.A.:	0	3	3
Bus Passes:	3	19	236
Meals on Wheels	3	13	43
Movies and Bingo	12	16	171
Party: Parties, Tea, etc.	18	34	54
1			
Total Activities	x 1551	2060	14663
Unduplicated:	13	8	177
Volunteer Hours		365.75	
Donations			
Stone Soup:	\$33.59		
Gas for Trips:	\$16.00		
Crafts:	\$19.27		
Coffee:	\$29.76		
General Money Donations:	\$12.00		

Touch of Home; Lap Robes for Vets 0

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

Thursday, March 10, 2016

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

Dear Julie,

Please submit for compensation to Pacific Municipal Court \$3463.00 for February 2016 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$200.00.
Detention billing for this period is \$408.00.
(Copies attached)

FILINGS:

83 Infractions @ 25.00	\$2075.00
13 Criminal Citations @ 60.00	\$780.00
Total Due	\$2880.00

Monthly Revenues collected \$16,246.38.

COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:

Split of warrant fees	\$53.33
Monitoring / Record check fees	\$5018.14
Mandatory insurance costs	\$54.51
Credit card convenience fee	\$61.88
NSF fees	\$
Copy/CD fees	\$0.33
Total	\$5188.19

Remittance check due Algona:
\$5045.88

Remittance check to King County paid:
\$84.75

Remittance check to State paid:
\$5927.56

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: 3/1/16

Re: FEBRUARY 2016

The court:

- Held 428 hearings - 340 for Pacific and 88 for Algona.
- Collected Pacific monthly revenues of **\$47,418.34**; of which **\$35,369.95** is the local portion, \$225.58 is the County portion and **\$11,822.81** is the State portion. Year to date revenues for the City of Pacific are **\$59,795.17**.
- Collected Algona monthly revenues of **\$16,246.38**; of which \$5045.88 is the local portion, \$5188.19 is the Pacific split for costs, \$84.75 is the County portion and \$5927.56 is the State portion. Year to date revenues for the City of Algona are **\$9060.95**.

Pacific monthly filings:

Traffic infractions filed:	140	violations filed:	155
Criminal citations filed:	24	violations filed:	28

Algona monthly filings:

Traffic infractions filed:	84	violations filed:	113
Criminal citations filed:	13	violations filed:	14

GENERAL FUND/RECOUPMENT COLLECTED

	PACIFIC MONTH	PACIFIC YTD	ALGONA MONTH	ALGONA YTD
Warrant fees	2391.02	5015.59	53.34	53.34
Record Check Fees	12,909.32	21,448.12	PACIFIC KEEPS	
Jail Recoupment	2632.42	4861.59	259.15	649.54
Insurance Fees	260.39	548.64	PACIFIC KEEPS	
Parking Fees	425.00	625.00	0	70.00
PD Recoupment	1237.31	1946.74	243.38	504.46
Interpreter Recoupment	1557.11	1861.77	667.02	743.52
Credit Card Convenience Fee	354.15	598.26	PACIFIC KEEPS	
Interest/Bank Charges	1437.45	2907.26	225.70	445.80
Misc court fines and costs	6764.78	11,277.20	3597.29	6594.29
Algona court costs **	1925.00	1925.00	5188.19	8852.81
Traffic school fee	3476.00	6780.00	N/A	N/A
TOTAL	\$35,369.95	\$59,795.17	\$10,234.07	\$17,913.76

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

PACIFIC POLICE DEPARTMENT

FEBRUARY 2016 MONTHLY REPORT

ACTIVITY

Dispatch calls	369
Self-initiated contacts	262
Agency assists	82

ARRESTS

Non Traffic	12
Felony	5
Traffic	13

SUPERIOR COURT FILINGS

Adult	1
Juvenile	0

TRAFFIC ENFORCEMENT

	<u>This month</u>	<u>Last month</u>
Criminal Traffic	13	22
Infractions	146	167
Verbal Warnings	99	90

OFFENSES/CRIMES

APS/CPS investigation	2	Order service	1
Assault	2	Poss stolen prop	0
Assault-DV	3	Reckless burning/arson	0
Burglaries-Commercial	2	Recovered property	1
Burglaries-Residential	0	Robbery	0
Death investigation-DOA	2	Runaway/missing	0
Disputes-DV	0	Sex offense	3
DUI	0	Suicidal subject	0
Drug/liquor violation	2	Suspicious circ	0
Found property	2	Thefts	5
Fraud	0	Threats/harassment	1
Hit and run	1	Trespass	3
Homicide	0	Vehicle collision	5
ID Theft	1	Vehicle impound	2
Malicious mischief	2	Vehicle prowl	3
Malicious mischief-DV	0	Violation of orders	3
Mental health referral	3	Warrant arrests	24
Motor vehicle recovery	3	Weapons violation	0
Motor vehicle theft	6		

February cases: 102

2016 cases: 199

Obstructing	1
Trafficking	1



TO: City Council Members
FROM: Mayor Guier
MEETING DATE: March 14, 2016
SUBJECT: **Appointments to Park Board and Civil Service Commission**

ATTACHMENTS:

- Application of Tren Walker – Park Board of Commissioners
-

Previous Council Review Date: N/A

Summary: Mayor Guier is recommending the appointment of Mr. Tren Walker to the Park Board of Commissioners for an unexpired term expiring December 31, 2018.

Recommendation: Mayor Guier recommends the appointment of Tren Walker to Park Board of Commissioners.

Motion for Consideration: I move to confirm the appointment of Mr. Tren Walker to the Park Board of Commissioners for an unexpired term expiring December 31, 2018.

Budget Impact:

Alternatives:



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

APPLICATION FOR BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

_____ *Planning Commission* _____ *Park Board* _____ *Lodging Tax Committee* _____ *Civil Service Commission*

NAME: _____ DATE: _____

ADDRESS: _____ HOME PHONE: _____

_____ WORK PHONE: _____

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

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

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

PROFESSIONAL EXPERIENCE:

ORGANIZATION AFFILIATIONS:

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

GENERAL REMARKS:

PLEASE RETURN COMPLETED APPLICATION TO:

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


SIGNATURE



Agenda Bill No. 16-029

TO: Mayor Guier and City Council Members
FROM: Jack Dodge, Community Development Manager
MEETING DATE: March 14, 2016
SUBJECT: Setting a public hearing

ATTACHMENTS:

1. Resolution 2016-321

Previous Review Date/s: Planning Commission – 12/15/15, 12/22/15, 1/12/16, 1/26/16, 2/9/16, 2/23/16 (Public Hearing)
City Council: 2/15/16, 3/7/16

Summary: At the March 7, 2016, City Council Workshop, Council determined that a separate public hearing should be set to seek public comment regarding the proposed revisions to the Comprehensive Plan. The attached Resolution would set a public hearing date of March 28, 2016 to receive public testimony regarding the proposed revisions to Chapter 2 – Land Use, Chapter 5 – Housing, Chapter 9 - Utilities and Chapter 10 – Capital Facilities of the Comprehensive Plan.

Recommended Action: Staff recommends approval of Resolution 2016-321

Recommended Motion: I move to approve Resolution 2016-321, a Resolution of the City of Pacific, Washington, setting the time and place for a public hearing on March 28, 2016 at 6:30 pm or as soon thereafter in the City of Pacific Council Chambers to seek public comment on the propose revisions to the Pacific Comprehensive Plan, Chapter 2 – Land Use, Chapter 5 – Housing, Chapter 9 - Utilities and Chapter 10 – Capital Facilities.

Budget Impact: N/A

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 321

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON March 28, 2016 AT 6:30 PM, OR AS SOON THEREAFTER, IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON REVISIONS TO THE CITY OF PACIFIC COMPREHENSIVE PLAN, CHAPTER 2 – LAND USE, CHAPTER 5 – HOUSING, CHAPTER 9 – UTILITIES AND CHAPTER 10 – PUBLIC FACILITIES.

WHEREAS, the Pacific Planning Commission held a public hearing on February 23, 2016 regarding the proposed revisions Chapter 2 – Land Use, Chapter 5 – Housing, Chapter 9 – Utilities and Chapter 10 – Public Facilities of the Comprehensive Plan; and

WHEREAS, the City of Pacific Planning Commission has recommended to the City Council the approval of the proposed revisions to Chapter 2 – Land Use, Chapter 5 – Housing, Chapter 9 – Utilities and Chapter 10 – Public Facilities of the Comprehensive Plan; and

WHEREAS, the Pacific City Council has opted to conduct its own public hearing regarding the proposed revisions to Chapter 2 – Land Use, Chapter 5 – Housing, Chapter 9 – Utilities and Chapter 10 – Public Facilities of the Comprehensive Plan.

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

Section 1. That said revisions to the Pacific Comprehensive Plan shall be presented for hearing and determination on Monday, March 28, 2016, at the hour of 6:30 p.m. in the Council Chambers of the City of Pacific, at Pacific City Hall, Pacific, Washington, or as soon thereafter as the same may be heard, and that

Section 2. Notice of such hearing be given as approved by law.

ADOPTED BY THE CITY COUNCIL this 14th day of March, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



TO: Mayor Guier and City Council Members
FROM: Jim Morgan
MEETING DATE: March 28, 2016
SUBJECT: Fenix Earthworks LLC Emergency Water Repair Contract

ATTACHMENTS:

- Resolution No. 2016-322
- Public Works Contract

Previous Council Review Date:

Summary: On February 24, 2016, the City Public Works staff noticed a large area of seeping water near the water meter serving 414 West Valley Highway (private property) and on to the private property itself. The run-off was increasing the surface water requiring treatment in the private property stormwater system which is regulated by a Department of Ecology Permit.

On February 26, 2016 the City crews attempted unsuccessfully to stop the leaking main in front of the property due to a lack of equipment and manpower to safely execute the work at the depth of the water main. The leaking main in front of the properties has a potential for backflow / back siphonage which can introduce contamination into our water system. The immediate execution of remedial work was required to protect the public health and safety.

The City solicited quotes from three small works contractors, and received one quote. On February 29, 2016, the City staff determined that Fenix Earthworks, LLC was the lowest responsible bidder and awarded a contract to them in the amount of \$33,375.60.

Because the staff awarded the contract, we are now asking that the City Council ratify the staff's action.

Recommendation/Action: Staff recommends Council approve Resolution No. 2016-322.

Motion for Consideration: Move to approve Resolution No. 2016-322, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, RATIFYING A CONTRACT WITH FENIX EARTHWORKS, LLC, IN THE AMOUNT OF \$33,375.60, FOR THE CONSTRUCTION OF EMERGENCY REPLACEMENT OF TWO WATER SERVICES ON WEST VALLEY HIGHWAY PER RCW 39.26.130

Budget Impact: The project will be funded by the water utility account.

Alternatives: **None.** The work was completed on Friday morning (3/11/16).

**CITY OF PACIFIC
WASHINGTON
RESOLUTION NO. 2016-322**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, RATIFYING A
CONTRACT WITH FENIX EARTHWORKS, LLC, IN THE AMOUNT OF
\$33,375.60, FOR THE CONSTRUCTION OF EMERGENCY REPLACEMENT OF
TWO WATER SERVICES ON WEST VALLEY HIGHWAY PER RCW 39.26.130**

WHEREAS, on February 24, 2016, the City Public Works staff noticed a large area of seeping water near the water meter serving 414 West Valley Highway (private property) and on to the private property itself; and

WHEREAS, the run-off increases the surface water requiring treatment in the private property stormwater system which is regulated by a Department of Ecology Permit; and

WHEREAS, on February 26, 2016 the City crews attempted unsuccessfully to stop the leaking main in front of the property due to a lack of equipment and manpower to safely execute the work at the depth of the water main; and

WHEREAS, the leaking main in front of the properties has a potential for backflow / back siphonage which can introduce contamination into our water system; and

WHEREAS, the immediate execution of remedial work was required to protect the public health and safety; and

WHEREAS, the City solicited quotes from three small works contractors, and received one quote; and

WHEREAS, on February 29, 2016, the City staff determined that Fenix Earthworks, LLC was the lowest responsible bidder and awarded a contract to them in the amount of \$33,375.60;

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

Section 1. The Pacific City Council hereby recognizes the situation as an emergency to protect the City water system and the environment per RCW 39.26.130 and RCW 39.04.020.

Section 2. The Pacific City Council hereby ratifies the award of a Public Works Contract to the lowest and best bidder, Fenix Earthworks, LLC, and authorizes the expenditure of funds in the amount of \$33,375.60 for the West Valley Water Services Replacement Project as described in the Scope of Work attached to the Contract.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon. Pursuant to RCW 39.04.020, publication of the description and estimate must be made within seven days after the commencement of the work.

APPROVED BY THE PACIFIC CITY COUNCIL THIS 14TH DAY OF MARCH, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

CITY OF PACIFIC LIMITED PUBLIC WORKS

INVITATION TO BID

BID DUE DATE & TIME: Quotation is to be submitted to the City of Pacific no later than 2:00pm on February 29, 2016.

NOTE: Work stated is subject to the terms and conditions stipulated in the bid documents, including the scope of work attached hereto as Exhibit "A" to the form of Limited Public Works Contract.

THIS BID SUBMITTED BY:

BIDDER NAME: Fenix Earthworks LLC

COMPANY: Fenix Earthworks LLC

ADDRESS: 21207 127th Ave E

CITY: Graham

STATE: WA ZIP: 98338

PHONE: 253 259 5993

FAX: 360 893 2093

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the price entered herein subject to the terms and conditions attached hereto.

I CERTIFY that the bid document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY: Adam J

DATE: 2.27.16

BID ISSUE DATE: February 26, 2016

PROJECT/ENG. ESTIMATE: \$17,500

DEPARTMENT: Public Works

SUMMARIZED SCOPE: This Public Works project consists of the construction of **WEST VALLEY HIGHWAY WATER SERVICES REPLACEMENT PROJECT** and other related miscellaneous items. Work shall conform to the City of Pacific Development Guidelines for Public Works Standards and the Washington State Department of Transportation (WSDOT) Standard Specifications. **All work shall be completed by March 11, 2016**

Mail, Fax, Email, or Deliver bids to the City of Pacific Public Works Engineering Department no later than the bid due date and time listed above. Late and /or incomplete submittals will be classified as non-responsive and will not be considered for project award.

PUBLIC WORKS REQUIREMENTS: The scope of work for this project constitutes a public work under State law. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, submission of Payment and Performance Bonds (if required), reporting requirements for the use of Subcontractors, and sales tax implications in making a bid. The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is March 1, 2016.

FOR technical information regarding this project, please contact the City Engineer, Jim Morgan, at (253) 929-1115.

By: _____
James Morgan
City Engineer

Date: _____

The City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids, and will not be discriminated against on the grounds of race, color, sex, handicap or national origin in consideration for an award in compliance with RCW 49.60 and RCW 39.19.060.

Issued By: City of Pacific, WA

**CITY OF PACIFIC
LIMITED PUBLIC WORKS¹
PROPOSAL**

PROJECT: WEST VALLEY HIGHWAY WATER SERVICES REPLACEMENT
PROJECT

*** To ensure a responsible bid, please make sure Proposal is properly filled out, typed or in black ink, in its entirety, i.e. no blank spaces or lines. Items of work and materials to be provided, estimated quantities, units of measurement at the unit bid prices.***

Item #	Items of Work / Materials to be Furnished	Est. Quantity	Unit	Unit Bid Price*	Total Price
Bid items that include Washington State Sales Tax *					
1	Mobilization	1	LS	1500.00	1500.00
2	Traffic Control	1	LS	2500.00	2500.00
3	2-Inch Water Service Line and 4-Inch Sleeve	120	LF	151.00	18120.00
4	2-Inch Water Service Line	160	LF	26.00	4160.00
5	2-Inch Water Service Connections	2	EA	350.00	\$ 700.00
6	Water Main Termination	1	LS	1500.00	1500.00
7	Commercial HMA Restoration	10	Ton	150.00	1500.00
8	Site Restoration	1	LS	500.00	500.00
Line A: Subtotal Bid Items					\$30480.00
Line B: Washington State Sales Tax 9.5%					\$ 2895.00
Grand Total (Total of Lines A and B)					\$33375.00

Company Name Fenix Earthworks LLC

Signature of Authorized Official Adams Date 2-29-14

Print - Name Catherine Adams

* Note: Include Washington State Retail Sales Taxes in the unit bid prices for all work for building, repairing or improving streets, roads, etc.; including: non-motorized facilities, related storm drainage, and power for street lighting. See Section 1-07.2 for additional information

¹ The Limited Public Works Process is described in RCW 39.04.155(3) and City of Pacific Resolution No. 2015-235.

**CITY OF PACIFIC
LIMITED PUBLIC WORKS
PROJECT: WEST VALLEY HIGHWAY WATER SERVICES REPLACEMENT
PROJECT**

STATEMENT OF BIDDER'S QUALIFICATIONS / RESPONSIBILITY CRITERIA

BUSINESS INFORMATION

Name of Firm:	Fenix Earthworks LLC
Address:	21207 127 th Ave E Graham, Wa 98338
Payment Address:	21207 127 th Ave E Graham, Wa 98338
Contact Phone #:	253.259.5993
Fax #:	360.893.2093
Contact Name:	Gordon Juhl

LICENSE & REGISTRATION INFORMATION (RCW 39.04.10 Sec. 2)

State of Washington Dept. of Licensing Contractors Registration Number:	FENIXEL854M9
State of Washington Unified Business Identification (UBI) Number:	603.483.687
State of Washington Dept. of Employment Security Number:	000-108349-00-1
State of Washington Dept. of Labor & Industries Workers Compensation Acct. Number:	039,752-01
Washington State Excise Tax Registration Number:	603.483.687
Federal Tax ID Number:	47-3361746
City of Pacific Business License Number:	3984

INSURANCE AND BONDING

Name of Insurance Company:	Pollock Insurance
Name of Insurance Agent:	Christina Bozell
Insurance Mailing Address:	654 S 152 nd St Seattle, Wa 98148
Insurance Phone #:	206.244.3566

Insurance Fax #:	200-246-3000
Bonding Company (If Applicable):	PLI Insurance Company
Name of Bond Agent:	
Bonding Company Address:	PO Box 3967 Peoria, IL 61612
Bonding Phone #:	309-692-1000

OTHER

Are you listed on any debarment lists:	Y <input type="radio"/> N <input checked="" type="radio"/>
Are you on the list of parties excluded from the Federal procurement / Non-Procurement programs	Y <input type="radio"/> N <input checked="" type="radio"/>

<u>Adams</u>	<u>Member</u>	<u>2-29-16</u>
Signature	Title	Date

**CITY OF PACIFIC
LIMITED PUBLIC WORKS CONTRACT**

THIS LIMITED PUBLIC WORKS CONTRACT (this "Contract") is made this 2nd day of March, 2016, by and between, the **CITY OF PACIFIC**, a municipal corporation ("City") and Fenix Earthworks, LLC, a limited liability corporation ("Contractor") (individually a "Party" and collectively the "Parties").

In consideration of the terms and conditions set forth in this Contract, the Parties agree as follows:

Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **WEST VALLEY HIGHWAY WATER SERVICES REPLACEMENT PROJECT.**

1. West Valley Water Services Replacement Project ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Exhibit A)
- Plans and Contract Drawings (Exhibit B)
- Selection of Retainage Option
- Payment and Performance Bonds (if not waived by City)
- Statement of Intent To Pay Prevailing Wages
- Affidavit of Wages Paid

2. **Notice to Proceed; Time of Completion.** The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed, and shall complete the work March 11, 2016. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. **Payment.**

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Thirty Three Thousand Three Hundred Seventy Five and 60/100 Dollars (\$33,375.60), including applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit a "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and

conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW

including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only in writing, signed by the duly authorized representatives of both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, 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 Contractor, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance.** Contractor 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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

B. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$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 and a \$2,000,000 products-completed operation aggregate limit.

3. 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, Commercial General Liability, and Builders Risk insurance:

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

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

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

4. If any coverage is made 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. Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. (City must check and initial above one of the following boxes.) The City waives does not waive the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of

the Contract, and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

16. Termination.

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

B. Termination upon completion of the work. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City.

C. Rights Upon Termination.

1. Upon termination for any reason, all finished or unfinished reports or documents of the Contractor relating to this Contract shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation for any satisfactory work performed prior to the date of termination, not to exceed the total compensation in Section 3 of this Agreement (together with any approved Change Orders). Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. Termination for Cause or Default. In the event this Contract is terminated by the City for cause, Contractor shall not be entitled to receive any further amounts due under this Contract up to the termination date, until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. 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 Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Discrimination. The Contractor 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, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

25. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

26. **Severability.** The provisions of this Contract are declared to be severable. If any provision in 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.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year above written.

CITY OF PACIFIC:

Signature: *Leanne Guier*
MAYOR, Leanne Guier

Date: 3/7/16

CONTRACTOR:

FENIX EARTHWORKS LLC

Fenix
Signature: *Adams*

Print Name: Catherine Adams

Title: member

Date: 3.3.16

Taxpayer ID #: 47-3361746

CITY CONTACT:

Print Name: Jim Morgan

CONTRACTOR CONTACT:

Print Name: Kristen Juhl

Address: 21207 137th Avenue East

Graham, WA 98338

Phone (253) 259-5993

Fax: (360) 893-2093

Contractor License #: FENIXEL854M9

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

EXHIBIT “A”
PROJECT - SCOPE OF WORK

The City of Pacific is seeking bids from qualified vendors to provide West Valley Highway Water Services Replacement Project. Work shall include, but is not limited to, cleaning and removing debris from storm drainage piping and catch basins shown on the enclosed Project Map (Exhibit B). Contractor will remove lids, grates and covers, clean piping and catch basin structures, video inspect cleaned pipe segments, legally dispose of the removed debris and provide electronic and written report of piping and catch basins cleaned that includes pertinent infrastructure nomenclature and a record of any piping defects discovered.

A. Items of Work

Bid Item 1 – Mobilization

This will be a Lump Sum (LS) cost for the Contractor. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to the project site; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of work.

Bid Item 2 – Traffic Control

This will be a Lump Sum (LS) cost for the Contractor. The lump sum price bid for traffic control shall include but not be limited to Signs (portable, stationary, or barricade), which includes detour signing, Flashing Arrow Boards (FAB), Flaggers, Cones, Skinny Drums and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Bid Item 3 – 2-Inch Water Service Line and 4-Inch Sleeve

The unit price in the proposal for "2-Inch Water Service Line and 4-Inch Sleeve" shall be full compensation to complete the installation of water service line as specified on the Plans. Work elements -shall include, but not be limited to, excavation; boring or jacking a 4-inch PVC or HDPE sleeve, furnishing, placing, and compacting bedding and backfill material; furnishing and installing pipe; hydrostatic pressure testing; disinfection; flushing; and cleanup.

The unit contract price for “2-Inch Water Service Line and 4-Inch Sleeve” shall be full compensation for all labor, tools, equipment, and materials necessary or incidental to expose the locations of existing utilities, record vertical and horizontal locations, backfill, and compact excavated areas per Owner's Standard Details. This unit price shall also include the cost for rescheduling work as required to allow the Owner time (up to 7 working days) to issue any design modifications as may be required.

Bid Item 4 – 2-Inch Water Service Line

The unit price in the proposal for "2-Inch Water Service Line and 4-Inch Sleeve" shall be full compensation to complete the installation of water service line as specified on the Plans. Work elements -shall include, but not be limited to, excavation; furnishing, placing, and compacting

bedding and backfill material; furnishing and installing pipe; hydrostatic pressure testing; disinfection; flushing; and cleanup.

The unit contract price for “2-Inch Water Service Line and 4-Inch Sleeve” shall be full compensation for all labor, tools, equipment, and materials necessary or incidental to expose the locations of existing utilities, record vertical and horizontal locations, backfill, and compact excavated areas per Owner's Standard Details. This unit price shall also include the cost for rescheduling work as required to allow the Owner time (up to 7 working days) to issue any design modifications as may be required.

Bid Item 5 – 2-Inch Water Service Connections

The per each unit contract price for "2-Inch Water Service Connections " shall be full payment for all labor, tools, equipment, and material necessary and incidental to complete the reconnection of existing water services to the existing water main for existing businesses on West Valley Highway in accordance with the City of Pacific Development Standards. All damage to the water facilities resulting from the Contractor's operation shall be repaired at no expense to the City.

Bid Item 6 – Water Main Termination

The per each unit contract price for "Water Main Termination" shall be full payment for all labor, tools, equipment, and material necessary and incidental to complete the removal of the valves at the end of the existing main and cap the pipe on Ellingson Road near West Valley Highway in accordance with the City of Pacific Development Standards. All damage to the water facilities resulting from the Contractor's operation shall be repaired at no expense to the City.

Bid Item 7 – Commercial HMA Restoration

Measurement and Payment for this bid item shall be per ton. The per ton price for "Commercial HMA Restoration" shall include all labor, tools, equipment, and materials necessary or incidental to furnishing, placing, spreading, and compacting the asphalt for the reconstructing the roadway and reestablishing private drives. Tack coat placement, joint sealing, and thickened edge or temporary asphalt curb construction shall be considered incidental and no additional payment will be made. " Commercial HMA Restoration " will be measured based on certified truck tickets collected by the inspector at the end of each working day. Only HMA placement authorized by the Engineer shall be measured for payment.

Bid Item 8 – Surface Restoration

Measurement and Payment for this bid item shall be lump. The lump sum unit price for “Surface Restoration” shall be full payment for all labor, equipment, tools, and materials necessary or incidental to furnishing, hauling, placing, spreading, grading, and compacting crushed rock as defined by the project Plans and/or as directed by the Engineer.

EXHIBIT "B"
PROJECT – Plans and Contract Drawings

SELECTION OF RETAINAGE OPTION

CITY OF PACIFIC LIMITED PUBLIC WORKS

PROJECT: WEST VALLEY HIGHWAY WATER SERVICES REPLACEMENT PROJECT

Contract/Purchase Order Number: WT1601

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Pacific shall not be liable in any way for any cost or fees in connection therewith.

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

Escrow Account Number

Contractor's Signature

Date

Adams

3.3.16

Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS: **BOND NO.:** LSM0629108

That we, Fenix Earthworks LLC, the CONTRACTOR, herein referred to as PRINCIPAL, and RLI Insurance Company, as SURETY, are held and firmly bound unto THE CITY OF PACIFIC (hereinafter the "OWNER") in the full sum of Thirty Three Thousand Three Hundred Seventy Five and 60/100 Dollars (\$33,375.60), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated March 2, 2016, for the construction of the City of Pacific, **WEST VALLEY HIGHWAY WATER SERVICES REPLACEMENT PROJECT** according to the terms, conditions and covenants specified in the Contract, including all of the Contract documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this Bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL's failure to pay all laborers, mechanics, and subcontractors and materialmen, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as defined and required by RCW 39.08, any breach of the Contract documents, or of any provision in this Bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements for payment of all persons, laborers, mechanics, and subcontractors and materialmen, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as required by RCW 39.08 and shall indemnify and save harmless OWNER from all cost and damage by reason of the PRINCIPAL's default or failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect, and SURETY will be obligated to pay such person or persons as required by RCW 39.08.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the Work to be performed thereunder, or the Project Specifications shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration or addition to the terms of the Contract, the Work or the Project Specifications. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.

Sealed and dated this 4th day of March, 20 16.

PRINCIPAL: Fenix Earthworks, LLC.

By: Catherine Adams
(Print Name)

Signature: Adams

Title: member

SURETY: RLI Insurance Company

By: Christina L. Bozell
(Print Name)

Signature: Christina L. Bozell

Title: Attorney In Fact

Address: P.O. Box 3968

Peoria, IL 61612-3967



Attachments: Original Surety Power of Attorney

PERFORMANCE BOND



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0629108

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Christina L. Bozell in the City of Seattle, State of Washington, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Fenlx Earthworks, LLC
 Obligee: City of Pacific
 Bond Amount: \$ 33,375.60

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of March, 2016.

ATTEST:

Cherie L. Montgomery
 Cherie L. Montgomery Assistant Secretary



RLI Insurance Company
Barton W. Davis
 Barton W. Davis Vice President

On this 4th day of March, 2016 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public



**CITY OF PACIFIC
LIMITED PUBLIC WORKS**

**PROJECT: WEST VALLEY HIGHWAY WATER SERVICES REPLACEMENT
PROJECT**

SURETY BOND #: LSM0629108
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Project Name: West Valley Highway Water Services Replacement Project
Owner/Developer/Contractor: Fenix Earthworks LLC
Project Address: 318 and 414 West Valley Highway

KNOW ALL PERSONS BY THESE PRESENTS: That we, Fenix Earthworks, LLC (hereinafter called the "Principal"), and RLI Insurance Company a corporation organized under the laws of the State of Illinois, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Pacific, Washington, in the sum of Thirty Three Thousand Three Hundred Seventy Five and 60/100 (\$ 33,375.60), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, to perform the following public works project within the City: West Valley Highway Water Services Replacement Project; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of the public works project; and that such improvements be constructed in full compliance with City standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made or constructed within a certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by the City of Pacific, but only after the Principal has performed and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description here)

Replace water service from main on Ellingson Road to water meter at 414 West Valley Highway, including boring under the street. Replace water service from main on Ellingson Road to water meter at 318 West Valley Highway. Cut and cap the end of the main on Ellingson Road to remove connection to two existing failing 2" water valves. Restore the construction site to pre-construction conditions.

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file by March 11, 2016, unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material-men and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise. The Principal shall indemnify and hold harmless the City of Pacific, its officers, officials and agents from any claim for such payment.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in Section A(3) above.
6. The Principal shall indemnify and hold harmless the City of Pacific, its Officers, officials and agents from any claims relating to defect(s) in any of the workmanship entering into any part of the work or designated equipment covered by the contract between the Principal and the City. Once the work has been completed and accepted by the City, and all other conditions of this Bond have been satisfied, this Performance bond will be released and replaced with a two (2) year Maintenance Bond, not to exceed the sum of \$50,063.40, which is not less than one hundred-fifty per cent (150%) of the total contract amount. This hold harmless and indemnification agreement shall survive the expiration of this Bond.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b) tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.
- C. **Corrections.** Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this Bond as described in Section B above.
- D. **Extensions and Changes.** No change, extension of time, alteration or addition to the terms of the contract or to the work to be performed by the Principal or the specifications accompanying the same shall in any way affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation on this Performance Bond in a like amount.
- E. **Enforcement.** It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a Maintenance Bond as described in Section A(6) of this Bond has been submitted to the City, in a form suitable to the City and until released in writing by the City.

DATED this 4th day of March, 2016.

SURETY COMPANY
(Signature must be notarized)

By: [Signature]
Its Attorney in Fact

Print Name: Christina L. Bozell, Attorney in Fact

Business Name: RII Insurance Company

Business Address: P.O. Box 3968

City/State/Zip Code: Peoria, IL 61612-3967

Telephone Number: 800-765-2242

DEVELOPER/OWNER
(Signature must be notarized)

By: [Signature]
Its member

Print Name: Fenix Earthworks LLC

Business Name: Fenix Earthworks LLC

Business Address: 21207 127th Avenue East

City/State/Zip Code: Graham, WA 98338

Telephone Number: (253) 259-5993



CITY OF PACIFIC

By: _____
Its: Mayor

Date: 3.7.16

APPROVED AS TO FORM:

Carol Morris, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0629108

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Christina L. Bozell in the City of Seattle, State of Washington, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Fenix Earthworks, LLC

Obligee: City of Pacific

Bond Amount: \$ 33,375.60

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of March, 2016.

ATTEST:

Cherie L. Montgomery
 Cherie L. Montgomery Assistant Secretary



RLI Insurance Company
B. W. Davis
 Barton W. Davis Vice President

On this 4th day of March, 2016 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public



FENIX EARTHWORKS LLC

UBI Number	603483687
Category	LLC
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	03/04/2015
Expiration Date	03/31/2017
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	THE KRAFT LAW GROUP PS
Address	18275 SR 410 E #103
City	BONNEY LAKE
State	WA
ZIP	98391
Special Address Information	
Address	
City	
State	
Zip	

Governing Persons

Title	Name	Address
Member	ADAMS , LINDA	21207 127TH AVE E GRAHAM , WA 983388344
Member	ADAMS , CATHERINE	21415 127TH AVE E GRAHAM , WA 983388352

73,665.4260
CITY OF PACIFIC

AGENDA BILLS

AGENDA ITEM NO. Consent Agenda 10A MEETING DATE: March 14, 2016
SUBJECT: Claim Voucher & Payroll Approval PREPARED BY: Richard Gould, Finance Director

SUMMARY:

Approval of Payroll for the period of February 16, 2016 through February 29, 2016; Claims Voucher for February 23, 2016 through March 14, 2016.

PAYROLL AUTO DEPOSIT		\$ 69,680.28
PAYROLL CHECKS:	4936 - 4939	\$ 1,567.92
EFT'S		\$ 100,372.15
CLAIMS CHECKS:	46400 - 46513	\$ 204,553.76
CLAIMS CHECKS VOIDED:	46403 46406	
TOTAL EXPENDITURES:		<u><u>\$ 376,174.11</u></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

02/23/2016 To: 03/14/2016

Time: 09:57:05 Date: 03/10/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1648	03/04/2016	Payroll	1	EFT		170.00	02/16-16 - 02/29/16 Payroll
1649	03/04/2016	Payroll	1	EFT		2,753.07	02/16-16 - 02/29/16 Payroll
1650	03/04/2016	Payroll	1	EFT		1,915.28	02/16-16 - 02/29/16 Payroll
1651	03/04/2016	Payroll	1	EFT		4,051.91	02/16-16 - 02/29/16 Payroll
1652	03/04/2016	Payroll	1	EFT		2,605.79	02/16-16 - 02/29/16 Payroll
1653	03/04/2016	Payroll	1	EFT		2,308.91	02/16-16 - 02/29/16 Payroll
1654	03/04/2016	Payroll	1	EFT		170.00	02/16-16 - 02/29/16 Payroll
1656	03/04/2016	Payroll	1	EFT		1,417.03	02/16-16 - 02/29/16 Payroll
1657	03/04/2016	Payroll	1	EFT		1,348.09	02/16-16 - 02/29/16 Payroll
1658	03/04/2016	Payroll	1	EFT		2,465.28	02/16-16 - 02/29/16 Payroll
1659	03/04/2016	Payroll	1	EFT		92.05	02/16-16 - 02/29/16 Payroll
1661	03/04/2016	Payroll	1	EFT		3,344.25	02/16-16 - 02/29/16 Payroll
1662	03/04/2016	Payroll	1	EFT		317.91	02/16-16 - 02/29/16 Payroll
1663	03/04/2016	Payroll	1	EFT		784.88	02/16-16 - 02/29/16 Payroll
1664	03/04/2016	Payroll	1	EFT		2,433.69	02/16-16 - 02/29/16 Payroll
1665	03/04/2016	Payroll	1	EFT		92.05	02/16-16 - 02/29/16 Payroll
1666	03/04/2016	Payroll	1	EFT		1,923.15	02/16-16 - 02/29/16 Payroll
1667	03/04/2016	Payroll	1	EFT		182.52	02/16-16 - 02/29/16 Payroll
1668	03/04/2016	Payroll	1	EFT		1,560.46	02/16-16 - 02/29/16 Payroll
1669	03/04/2016	Payroll	1	EFT		1,239.47	02/16-16 - 02/29/16 Payroll
1670	03/04/2016	Payroll	1	EFT		1,348.67	02/16-16 - 02/29/16 Payroll
1671	03/04/2016	Payroll	1	EFT		2,804.95	02/16-16 - 02/29/16 Payroll
1672	03/04/2016	Payroll	1	EFT		1,823.51	02/16-16 - 02/29/16 Payroll
1673	03/04/2016	Payroll	1	EFT		2,782.64	02/16-16 - 02/29/16 Payroll
1674	03/04/2016	Payroll	1	EFT		91.45	02/16-16 - 02/29/16 Payroll
1675	03/04/2016	Payroll	1	EFT		2,343.36	02/16-16 - 02/29/16 Payroll
1676	03/04/2016	Payroll	1	EFT		82.05	02/16-16 - 02/29/16 Payroll
1677	03/04/2016	Payroll	1	EFT		1,523.19	02/16-16 - 02/29/16 Payroll
1678	03/04/2016	Payroll	1	EFT		150.34	02/16-16 - 02/29/16 Payroll
1679	03/04/2016	Payroll	1	EFT		1,674.54	02/16-16 - 02/29/16 Payroll
1680	03/04/2016	Payroll	1	EFT		1,793.64	02/16-16 - 02/29/16 Payroll
1681	03/04/2016	Payroll	1	EFT		1,690.75	02/16-16 - 02/29/16 Payroll
1682	03/04/2016	Payroll	1	EFT		2,094.76	02/16-16 - 02/29/16 Payroll
1683	03/04/2016	Payroll	1	EFT		1,303.63	02/16-16 - 02/29/16 Payroll
1684	03/04/2016	Payroll	1	EFT		2,104.91	02/16-16 - 02/29/16 Payroll
1685	03/04/2016	Payroll	1	EFT		1,642.57	02/16-16 - 02/29/16 Payroll
1687	03/04/2016	Payroll	1	EFT		2,113.46	02/16-16 - 02/29/16 Payroll
1688	03/04/2016	Payroll	1	EFT		1,682.67	02/16-16 - 02/29/16 Payroll
1690	03/04/2016	Payroll	1	EFT		1,237.43	02/16-16 - 02/29/16 Payroll
1691	03/04/2016	Payroll	1	EFT		1,751.75	02/16-16 - 02/29/16 Payroll
1692	03/04/2016	Payroll	1	EFT		2,206.25	02/16-16 - 02/29/16 Payroll
1693	03/04/2016	Payroll	1	EFT		1,393.87	02/16-16 - 02/29/16 Payroll
1694	03/04/2016	Payroll	1	EFT		1,460.57	02/16-16 - 02/29/16 Payroll
1695	03/04/2016	Payroll	1	EFT		1,403.53	02/16-16 - 02/29/16 Payroll
1724	03/04/2016	Payroll	1	EFT	AFLAC	850.74	02/19/2016 To 03/04/2016 - AFLAC ACC Pre; 02/19/2016 To 03/04/2016 - AFLAC CAN Pre; 02/19/2016 To 03/04/2016 - AFLAC STD Post; 02/19/2016 To 03/04/2016 - AFLAC PSI Pre; 02/19/2016 To 03/04/2016 - AFL
1725	03/04/2016	Payroll	1	EFT	INTERNAL REVENUE SERVICE	27,721.22	941 Deposit For 03/04/2016 - 03/04/2016
1726	03/04/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	03/04/2016 To 03/04/2016 - DCP - DRS

CHECK REGISTER

City Of Pacific
MCAG #: 0423

02/23/2016 To: 03/14/2016

Time: 09:57:05 Date: 03/10/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1727	03/04/2016	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	204.00	03/04/2016 To 03/04/2016 - Child Support
1728	03/04/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	10,361.79	02/19/2016 To 03/04/2016 - LEOFF 2
1737	03/08/2016	Payroll	1	EFT	ASSOC OF WASHINGTON CITIES	8,528.71	02/19/2016 To 03/04/2016 - Medical - Directors; 02/19/2016 To 03/04/2016 - LTD
1738	03/08/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	20,428.97	02/19/2016 To 03/04/2016 - PERS 3; 12/01/2013 To 12/31/2013 - PERS 2
1755	03/07/2016	Claims	1	EFT	WA ST DEPT OF LICENSING	180.00	CPL's For February 2016
1766	03/14/2016	Claims	1	EFT	WA ST DEPT OF REVENUE	10,839.81	Excise Tax For February 2016
1767	03/08/2016	Claims	1	EFT	INTERNAL REVENUE SERVICE	292.42	Penalty On Two Additional Payroll Runs 11/24 And 11/25
1770	03/14/2016	Claims	1	EFT	PUGET SOUND ENERGY	20,339.49	
1655	03/04/2016	Payroll	1	4936		1,301.77	02/16-16 - 02/29/16 Payroll
1660	03/04/2016	Payroll	1	4937		87.05	02/16-16 - 02/29/16 Payroll
1686	03/04/2016	Payroll	1	4938		92.05	02/16-16 - 02/29/16 Payroll
1689	03/04/2016	Payroll	1	4939		87.05	02/16-16 - 02/29/16 Payroll
1515	02/23/2016	Claims	1	46400	BILL BROOKHART	147.00	PW: PER DIEM FOR MEALS ERWOW CONFERENCE (FEB. 22-25)
1543	02/23/2016	Claims	1	46401	ROBINSON NOBLE, INC	4,469.85	PW: CONSTRUCTION DEWATERING PROJECT ID 1700-0063
1730	03/04/2016	Payroll	1	46402	AMERICAN LEGAL SERVICES	57.92	02/19/2016 To 03/04/2016 - Legal Fee
1731	03/04/2016	Payroll	1	46403	ASSOC OF WASHINGTON CITIES		Paid as EFT - will repost as EFT
1732	03/04/2016	Payroll	1	46404	NW ADMIN TRANSFER ACCOUNT	44,334.00	02/19/2016 To 03/04/2016 - Medical - Police; 02/19/2016 To 03/04/2016 - Medical- Clerical Union
1733	03/04/2016	Payroll	1	46405	TEAMSTERS LOCAL 117	2,011.57	02/19/2016 To 03/04/2016 - Union Dues; 02/19/2016 To 03/04/2016 - Initiation Fees
1734	03/04/2016	Payroll	1	46406	WA ST DEPT RETIREMENT SYSTEM		Paid as EFT - will repost as EFT
1735	03/04/2016	Payroll	1	46407	WASHINGTON TEAMSTERS LEGISLATIVE LEAGUE	12.00	02/19/2016 To 03/04/2016 - DRIVE
1736	03/04/2016	Payroll	1	46408	WESTERN CONFERENCE OF TEAMSTERS PENSION	5,188.19	02/19/2016 To 03/04/2016 - Union Pension
1786	03/14/2016	Claims	1	46409	AAA FIRE & SAFETY INC	256.23	SENIOR: FIRE EXTINGUISHER MAINTENANCE/REPLACEMENT
1787	03/14/2016	Claims	1	46410	ACCO ENGINEERED SYSTEMS	312.08	POLICE: HVAC MAINTENANCE
1788	03/14/2016	Claims	1	46411	ADVANCED SAFETY & FIRE SERVICES	326.47	POLICE: ANNUAL FIRE EXT. SERVICE & MAINT.

CHECK REGISTER

City Of Pacific
MCAG #: 0423

02/23/2016 To: 03/14/2016

Time: 09:57:05 Date: 03/10/2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1789	03/14/2016	Claims	1	46412	AHBL INC	12,375.75	PROJECT #2130176.10; PROJECT #: 2140392.10; PROJECT #: 2150202.11 NEMETH REVIEW; PROJECT #: 2140281.15
1790	03/14/2016	Claims	1	46413	SD-12-001 ALGONA PACIFIC LIBRARY PARKING	2,000.00	PERMIT #105137 KC LIBRARY SYSTEM/ALGONA PACIFIC LIBRARY PARKING: COMMUNITY DEVELOPMENT DEPOSIT REFUND
1791	03/14/2016	Claims	1	46414	CITY OF ALGONA	5,045.88	ALGONA COURT FEB 2016
1792	03/14/2016	Claims	1	46415	ALPINE PRODUCTS INC	1,182.06	PW: SUPPLIES; PW: SUPPLIES; PW: SUPPLIES; PW: SUPPLIES
1793	03/14/2016	Claims	1	46416	CITY OF AUBURN	1,000.00	POLICE: 2016 WSP ACCESS AGREEMENT
1794	03/14/2016	Claims	1	46417	AUS WEST LOCKBOX	122.01	POLICE: DOOR MATS; CITY HALL: FLOOR MATS; CITY HALL: DOOR MATS; POLICE: DOOR MATS; CITY HALL: DOOR MATS; POLICE: DOOR MATS
1795	03/14/2016	Claims	1	46418	ROBERT BEATTON	9.49	Refund inactive customer credit balance
1796	03/14/2016	Claims	1	46419	GAIL BENNETT	368.00	FEB. 2016 CIVIL SERVICE COMM. SECRETARY
1797	03/14/2016	Claims	1	46420	BFH CONSULTING	385.00	POLICE: POLICY MANUAL UPDATE
1798	03/14/2016	Claims	1	46421	BLACKPOINT	951.56	ADMIN: 2016 BARRACUDA MESSAGE ARCHIVER
1799	03/14/2016	Claims	1	46422	BLUMENTHAL UNIFORMS	459.73	POLICE: R. GALE UNIFORM ALTERATIONS; POLICE: H. MALAVOTTE UNIFORM
1800	03/14/2016	Claims	1	46423	BNSF RAILWAY	2,000.00	PERMIT #3950 BNSF RAILWAY: COMMUNITY DEVELOPMENT DEPOSIT REFUND
1801	03/14/2016	Claims	1	46424	BONNIE KING PHOTOGRAPHY	200.00	COUNCIL PHOTOS
1802	03/14/2016	Claims	1	46425	CENTURYLINK	1,207.85	
1803	03/14/2016	Claims	1	46426	CENTURYLINK	42.73	
1804	03/14/2016	Claims	1	46427	CENTURYLINK	104.75	
1805	03/14/2016	Claims	1	46428	GAIL CHASE	250.00	YOUTH: RENTAL DEPOSIT REFUND
1806	03/14/2016	Claims	1	46429	CIC VALUATION GROUP, INC.	4,000.00	SKINNER ROAD ROW
1807	03/14/2016	Claims	1	46430	CITY OF ENUMCLAW	120.00	POLICE: JAN. 2016 JAIL SERVICES
1808	03/14/2016	Claims	1	46431	COASTAL FARM & RANCH	640.10	PW: UNIFORM & SUPPLIES
1809	03/14/2016	Claims	1	46432	COPIERS NORTHWEST INC	1,866.65	COPY MACHINE LEASES (03/2016) & OVERAGES (02/2016)
1810	03/14/2016	Claims	1	46433	CUTTING EDGE TRAINING	228.00	POLICE: NEWTON & GALE "PURSUIT DECISION-MAKING" TRAINING
1811	03/14/2016	Claims	1	46434	DMCMA	130.00	COURT: K. RYDBERG INCIDENTALS FOR 2016 DMCMA ANNUAL CONFERENCE

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1812	03/14/2016	Claims	1	46435	EAGLE VISTA EQUITIES, LLC	90.02	Refund inactive customer credit balance
1813	03/14/2016	Claims	1	46436	DORINE EBERHARD	94.80	Refund inactive customer credit balance
1814	03/14/2016	Claims	1	46437	EL MUNDO COMMUNICATIONS, INC.,	224.00	AD FOR ROOF WORKERS FOR SENIOR & YOUTH CENTERS ROOF REPLACEMENT
1815	03/14/2016	Claims	1	46438	EVERSON'S ECONO-VAC INC	1,336.14	PW: VACTOR TRUCK TO CLEAN 3 LIFT STATIONS
1816	03/14/2016	Claims	1	46439	FCI CONSULTANTS INTERNATIONAL, INC.	98.01	POLICE: SPEAKER & SIREN REPAIRS
1817	03/14/2016	Claims	1	46440	FERGUSON ENTERPRISES, INC.	246.77	PW: WATER SUPPLIES
1818	03/14/2016	Claims	1	46441	FLEET PRIDE	39.22	PW: PUMPS REPAIRS/MAINTENANCE
1819	03/14/2016	Claims	1	46442	GOSNEY AUTO PARTS, INC.	37.89	PW: SHIP SUPPLIES
1820	03/14/2016	Claims	1	46443	H D FOWLER CO INC	525.75	PW: WEBSTONE LIFT STATION
1821	03/14/2016	Claims	1	46444	HONEY BUCKET	72.00	PW: HONEY BUCKET RENTALS
1822	03/14/2016	Claims	1	46445	ICON MATERIALS	371.18	PW: STORM STATE SAND; PW: 5/8" TOP COURSE & 1/4" CRUSHED
1823	03/14/2016	Claims	1	46446	IMAGE MASTERS INC	21.35	POLICE: SUPPLIES
1824	03/14/2016	Claims	1	46447	IMS INFRASTRUCTURE MANAGEMENT SERVICES	2,616.25	PW: PROJECT #13115 PACEMENT MGMT INSPECTION
1825	03/14/2016	Claims	1	46448	INTERCOM LANGUAGE SERVICES	120.00	COURT: INTERPRETER SERVICES
1826	03/14/2016	Claims	1	46449	KC DOT ROAD SRVC DIV	1,091.32	
1827	03/14/2016	Claims	1	46450	KC FINANCE I-NET	375.00	FEB. 2016 INET CONTRACT
1828	03/14/2016	Claims	1	46451	KELLER SUPPLY COMPANY	103.44	CITY HALL: REPAIRS
1829	03/14/2016	Claims	1	46452	ELENA KERRIGAN	625.00	COURT: INTERPRETER SERVICES
1830	03/14/2016	Claims	1	46453	KIMBALL MIDWEST	298.77	PW: SHOP SUPPLIES
1831	03/14/2016	Claims	1	46454	KING COUNTY DIRECTORS' ASSOC	352.19	CITY HALL: JANITORIAL SUPPLIES; POLICE: SUPPLIES; CITY HALL: SUPPLIES
1832	03/14/2016	Claims	1	46455	KING COUNTY FINANCE	66.00	FINANCE: LIEN RELEASES (2)
1833	03/14/2016	Claims	1	46456	DONALD KUZMER	676.42	Refund inactive customer credit balance
1834	03/14/2016	Claims	1	46457	LEADSONLINE, LLC	1,668.00	POLICE: LEADS ONLINE RENEWAL
1835	03/14/2016	Claims	1	46458	LEXISNEXIS	96.27	POLICE: JAN. 2016 CONTRACT FEE
1836	03/14/2016	Claims	1	46459	MCLENDON HARDWARE	1,862.19	STREETS & CITY HALL; PW: SHOP SUPPLIES; PW: SHOP SUPPLIES; PW: SHOP SUPPLIES; PW: SHOP SUPPLIES
1837	03/14/2016	Claims	1	46460	MITCH HOMES, LLC	101.80	Refund inactive customer credit balance

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1838	03/14/2016	Claims	1	46461	MORRIS LAW P.C.	3,264.96	ADMIN: CITY ATTORNEY SERVICES
1839	03/14/2016	Claims	1	46462	Murrey's Disposal Co.	50.00	FINANCE: REFUND BUS. LIC. FEE
1840	03/14/2016	Claims	1	46463	NATIONAL SAFETY INC	128.77	PW: SAFETY VESTS
1841	03/14/2016	Claims	1	46464	THE NEWS TRIBUNE	68.85	POLICE: 3 MONTH SUBSCRIPTION
1842	03/14/2016	Claims	1	46465	DAVID NEWTON	301.04	POLICE: DET. UNIFORM ALLOWANCE REIMB.; POLICE: REIMB. FOR LOCKSMITH COSTS
1843	03/14/2016	Claims	1	46466	NORTHSTAR CHEMICAL INC.	2,053.75	PW: SODIUM HYDROXIDE
1844	03/14/2016	Claims	1	46467	NORTHWEST EMBROIDERY	1,751.27	PW: UNIFORM
1845	03/14/2016	Claims	1	46468	NORTHWEST TRANSLATION SERVICE	142.12	COURT: INTERPRETER SERVICES
1846	03/14/2016	Claims	1	46469	O'REILLY AUTOMOTIVE, INC.	23.60	PW: WEBSTONE LIFT STATION REPAIRS; PW: MOWER REPAIRS/MAINTENANCE; PW: STORM SUPPLIES
1847	03/14/2016	Claims	1	46470	ODOT DMV SERVICES	6.50	POLICE: PHOTO REQUEST
1848	03/14/2016	Claims	1	46471	DINA OUCH	113.58	Refund inactive customer credit balance
1849	03/14/2016	Claims	1	46472	PACIFIC OFFICE AUTOMATION	140.87	POLICE: COPY MACHINE LEASE
1850	03/14/2016	Claims	1	46473	CITY OF PACIFIC	485.81	
1851	03/14/2016	Claims	1	46474	PETROCARD SYSTEMS INC	2,820.37	ACCOUNT #: 00-0077308 INV. #C031313 02/15/16; ACCOUNT #: 00-0077308 INV. #C036667 02/29/16
1852	03/14/2016	Claims	1	46475	PIERCE COUNTY BUDGET & FINANCE	102.58	INTERLOCAL AGREEMENT #78446 (2015 EIMB FOR THE PORTION OF THE FEAS REPORT BY THE CORPS OF ENGINEERS CONTRACT #78446) CUST. #C120994
1853	03/14/2016	Claims	1	46476	PREG O'DONNELL & GILLET PLLC	1,003.50	FILE #: 10599-0002 (SUN, CY V. CITY OF PACIFIC, ET AL / NORCROSS CLAIM #M03.006228)
1854	03/14/2016	Claims	1	46477	JOSH PRIEUR	77.51	Refund inactive customer credit balance
1855	03/14/2016	Claims	1	46478	PROSECUTING ATTORNEYS OFFICE	310.33	Crime Victim From Pacific Court, Feb 2016; Crime Victim From Algona Court, Feb 2016
1856	03/14/2016	Claims	1	46479	PUGET SOUND ENERGY	73.56	
1857	03/14/2016	Claims	1	46480	CITY OF PUYALLUP	130.00	POLICE: DEC. 2015 JAIL SERVICES
1858	03/14/2016	Claims	1	46481	Parametrix, Inc	100.00	FINANCE: REFUND FOR OVERPAYMENT ON BUS. LIC.
1859	03/14/2016	Claims	1	46482	RH2 ENGINEERING, INC.	7,467.64	PROJECT: 516022 WATER SYSTEM HYDRAULIC MODELING
1860	03/14/2016	Claims	1	46483	L STEPHEN ROCHON	3,300.00	COURT: JUDGE SERVICES
1861	03/14/2016	Claims	1	46484	SAM'S CLUB/GEMB	208.13	POLICE: SUPPLIES

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1862	03/14/2016	Claims	1	46485	SAM'S CLUB	150.22	SENIOR & YOUTH: SUPPLIES
1863	03/14/2016	Claims	1	46486	SCORE	14,309.14	POLICE: DEC. 2015 OUTSIDE HEALTH SERVICES; POLICE: JAN. 2016 INMATE LODGING
1864	03/14/2016	Claims	1	46487	VALERIE SHEETS	37.31	Refund inactive customer credit balance
1865	03/14/2016	Claims	1	46488	SHRED-IT USA INC.	120.73	POLICE: SHREDDING SERVICE; FINANCE & COURT: SHREDDING SERVICES
1866	03/14/2016	Claims	1	46489	JAMES SNYDER	250.00	RENTAL DEPOSIT REFUND
1867	03/14/2016	Claims	1	46490	SOUND PUBLISHING INC	719.46	COMM DEV: LEGAL AFFIDAVITS
1868	03/14/2016	Claims	1	46491	SOUND SAFETY PRODUCTS INC	449.09	PW: UNIFORMS
1869	03/14/2016	Claims	1	46492	SPECTRUM ENTERPRISES	100.00	COURT: INTERPRETER SERVICES
1870	03/14/2016	Claims	1	46493	SPOK, INC.	25.22	PW: PAGER
1871	03/14/2016	Claims	1	46494	STAPLES BUSINESS ADVANTAGE	2,789.64	COURT: OFFICE SUPPLIES; FINANCE: FILE CABINETS; FINANCE: SUPPLIES
1872	03/14/2016	Claims	1	46495	SUMMIT LAW GROUP	199.50	ADMIN: TEAMSTERS LOCAL 117 LEGAL SERVICES; ADMIN: PERSONNEL LEGAL SERVICES
1873	03/14/2016	Claims	1	46496	CITY OF SUMNER	1,881.00	MARCH 2016 METRO ANIMAL SERVICES
1874	03/14/2016	Claims	1	46497	T M G SERVICES INC	490.49	PW: SERVICE & REPAIRS
1875	03/14/2016	Claims	1	46498	SEPA-13-003 THE BOEING COMPANY	2,000.00	PERMIT #105655 THE BOEING COMPANY: COMMUNITY DEVELOPMENT DEPOSIT REFUND
1876	03/14/2016	Claims	1	46499	TOTAL AUTO CARE	1,487.33	POLICE: VEHICLE MAINTENANCE; POLICE: VEHICLE REPAIRS & MAINTENANCE; POLICE: VEHICLE MAINTENANCE; POLICE: VEHICLE MAINTENANCE; POLICE: VEHICLE MAINTENANCE; POLICE: VEHICLE REPAIRS/MAINTENANCE
1877	03/14/2016	Claims	1	46500	UNITED LABORATORIES	859.67	PW: GRAFFITI REMOVER
1878	03/14/2016	Claims	1	46501	UNITED RENTALS (NORTH AMERICA), INC.	2,454.09	CITY CALL: LIFT RENTAL FOR CHRISTMAS LIGHTS
1879	03/14/2016	Claims	1	46502	VALLEY COMMUNICATIONS	16,169.73	POLICE: 800 MHz FEB. 2016; POLICE: JAN. 2016 911 CALLS
1880	03/14/2016	Claims	1	46503	VALLEY FREIGHTLINER, INC.	844.24	PW: FREIGHTLINER REPAIRS/MAINTENANCE
1881	03/14/2016	Claims	1	46504	VALLEY REGIONAL FIRE AUTHORITY	198.74	POLICE: 2015 Q4 LANDSCAPING
1882	03/14/2016	Claims	1	46505	VERIZON WIRELESS	1,412.43	POLICE: CELL PHONE
1883	03/14/2016	Claims	1	46506	WA ST TREASURER	17,763.87	Pacific Court For Feb 2016; Algona Court February 2016

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1884	03/14/2016	Claims	1	46507	WASHINGTON TRACTOR	110.82	PW: MOWER REPAIRS/MAINTENANCE
1885	03/14/2016	Claims	1	46508	WATER MANAGEMENT LAB INC	147.00	PW: TOTAL COLIFORM
1886	03/14/2016	Claims	1	46509	WCP SOLUTIONS	25.00	FINANCE: REFUND OF BUS. LIC. OVERPAYMENT
1887	03/14/2016	Claims	1	46510	WELLS FARGO FINANCIAL LEASING	218.94	PW: PLOTTER LEASE
1888	03/14/2016	Claims	1	46511	WHITE KNIGHT SAFE	186.50	SENIOR & YOUTH: REPAIRS & MAINTENANCE
1889	03/14/2016	Claims	1	46512	KRISTA C WHITE-SWAIN	3,300.00	COURT: FEB. 2016
1890	03/14/2016	Claims	1	46513	XYLEM DEWATERING SOLUTIONS, INC.	6,714.21	PW: HOSES & FITTINGS FOR NEW PUMPS

000	27,298.77		
001 General Fund	208,771.49		
101 Street	28,898.33		
401 Water	43,562.28		
402 Sewer	26,287.59		
409 Storm	17,083.25		
499 Utilities Equipment Reserve	6,714.21		
630 Developer Deposit	6,500.00		
640 Algona Court	11,058.19		
	376,174.11	Claims:	184,601.80
* Transaction Has Mixed Revenue And Expense Accounts		Payroll:	191,572.31

Voucher Approval

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

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy
Finance Director: _____



City Council Minutes

Regular Meeting
January 25, 2016
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, Oliveira, Council President Kave and Mayor Guier

Absent: Mayor Pro Tem Steiger and Council Member Storaasli

COUNCIL MEMBER OLIVEIRA MOVED to excuse Mayor Pro Tem Steiger and Council Member Storaasli. Seconded by Council Member Katie Garberding.

Voice vote was taken and carried 4-0.

STAFF PRESENT

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

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

APPOINTMENT OF NEW CITY COUNCIL MEMBER

Mayor Guier asked each candidate in attendance to briefly address Council prior to discussion in executive session.

Mr. Howard Erickson addressed the Council. He explained has the experience to do the job and will give it his best.

Ms. Maria Abrejera stated she has a lot of leadership to offer and is ready to move on to a different time in her life.

Mr. Justin Newlun thanked the Council for the opportunity no matter the outcome. He restated his community involvement and stated he has a lot to offer.

Ms. Angela Zold thanked Council for the opportunity. She is excited to be part of a wonderful community and wonderful place to live.

EXECUTIVE SESSION

At 6:41 p.m. Mayor Guier announced an executive session per RCW 42.30.110(1)(h) for 10 minutes to evaluate the qualification of a candidate for appointment to elective office.

At 6:51 p.m., Mayor Guier extended the executive session for 10 minutes.

At 7:01 p.m., Mayor Guier reconvened the meeting.

APPOINTMENT OF NEW CITY COUNCIL MEMBER

COUNCIL MEMBER KATIE GARBERDING MOVED to appoint Justin Newlun to fill the vacancy of Council Position #7 for the remainder of the unexpired term. Seconded by Council Member Oliveira.

Roll Call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Oliveira

Absent: Steiger, Storaasli

The motion carried 4-0.

OATH OF OFFICE

Pacific Municipal Court Judge L. Stephen Rochon administered the oath of office to Council Member Justin Newlun.

AUDIENCE COMMENT

Speaking before Council:

Teresa Fahrenkrug, 107 Butte Avenue	Expressed a concern regarding VRFA and their refusal to transport an asthmatic 2 year old.
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REPORTS

A. Mayor

Mayor Guier reported:

- Recognized Council Member Walker's service to the City of Pacific and presented him with a plaque and thanked him for his service to the City of Pacific.
- Will be attending AWC Legislative Days in Olympia, lobbying for the City of Pacific.
- Attending the SCA Board Member Retreat on January 29, 2016 in Kenmore.

B. Finance/City Administrator

City Administrator Gould reported:

- Finance Committee Meeting for 2015 Year End Draft Reports; police vehicle costs, and 2016 utility project costs
- IT Interlocal update; meeting with Paul Haugan to discuss the new AV system
- TBD Update: staff will be working on road plan on how to proceed. They will bring it forward to the committee for discussion.
- AV System: The engineering should be finished. The installation should take three to five on-site days.
- Utility studies and schedule update: The city will perform utility rate studies prior to the water meter replacement project. A Request For Proposals will be coming before council in March.

C. Public Works Department

- No Report

F. Community Development Department

- There is a new draft Land Use Element
- He is looking at a final draft of the land use element so it can go to the state for review.
- Update on marijuana enforcement: Started hearings for summary judgment, only two were held due to attorney illness for one of the companies.
- Morgan property update: A Request For Qualifications will be put out in the next few weeks for appraisals.
- Attended PSRC regional staff committee re: MIC; gave presentation, committee had a lot of questions; forwarded on to Growth Management Policy Board conditional on sub area plan.
- Did not have quorum for Park Board; They will need someone appointed right away in order to have a quorum at meetings.

G. Public Safety Department

Public Safety Director Calkins reported:

- There was an active shooter lockdown drill at AIPac Elementary. It is done annually.
- Explorers held their winter academy in Yakima around Christmas

H. City Council Members
None

I. Boards and Committees

i. Finance Committee

Council Member Kave reported they will announce an alternate date due to conflict with the workshop.

ii. Governance Committee

Council Member Oliveira stated the next meeting will be held on February 2, 2016, at 6:30 p.m.

iii. Human Services Committee

Council Member Garberding reported that 29 people attended Community Bingo Night. The February bingo will be Easter themed.

iv. Public Safety Committee

Council Member Garberding reported the meeting was held on January 13, 2016. The Emergency Management Plan was discussed. It is on the website under Police Department Links.

v. Public Works Committee

Council Member Steiger stated a meeting will be held on February 3, 2016.

vi. Technology Committee

Mr. Gould reported that the committee met on January 14. The meeting was attended by Paul Haugan, Auburn IT Director. Discussion at the meeting included:

- The new AV system;
- IT service providers questions and answers;
- Potential software upgrades to Windows 10;
- Channel 21, and help in upgrading the computer;
- Updating the phone system; and
- Questions about backup solutions.

The next meeting will be February 18, 2016 at 5:00 p.m.

vii. Park Board

No report

viii. Planning Commission

Mr. Dodge reported:

- A special meeting will be on January 26, 2016.

ix. Pierce County Regional Council (PCRC)

Nothing to report.

x. Sound Cities Association (SCA)

Mayor Guier reported:

- The next networking dinner is at 5:00 on February 17, 2016, with Dow Constantine as the speaker.

xi. South County Area Transportation Board (SCATBd)

Mr. Morgan stated there was nothing to report.

xii. Valley Regional Fire Association (VRFA)

Mayor Guier stated there will be a meeting on January 19, 2016. The meeting was business as usual. They appointed committee members and will need to fill Council Member Walker's seat. Hoping to keep Council Member Steiger on for continuity.

OLD BUSINESS

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

Ms. Morris advised this resolution is to authorize the signing of a Release and covenant not to sue with Robinson Noble, Inc. related to a settled issue with sales tax on their contract.

COUNCIL MEMBER KATIE GARBERDING MOVED to approve Resolution No. 2016-309. Authorizing the execution of a Release and Covenant Not to Sue with Robinson Noble, Inc. Seconded by Council Member Kerry Garberding.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira

Nays: None

Absent: Steiger, Storaasli

The motion carried 5-0.

B. Resolution No. 2016-311: Authorizing the execution of an Agreement with Pathways Community Corrections for probation services.

Court Administrator Kelly Rydberg advised the contract had expired and needed to be renewed. Additionally, they have changed their name and the new contract reflects that change.

COUNCIL MEMBER KERRY GARBERDING MOVED to approve Resolution No. 2016-311 Authorizing the execution of an Agreement with Pathways Community Corrections for probation services. Seconded by Council Member Katie Garberding.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira

Nays: None

Absent: Steiger, Storaasli,

The motion carried 5-0.

COUNCIL MEMBER KAVE MOVED to suspend the rules so Council Member Katie Garberding could ask a question of the city attorney. Seconded by Council Member Oliveira.

Voice vote was taken and carried 5-0.

Council Member Katie Garberding inquired what the difference is between waiving fees for use of the park and waiving fees for building permits.

Ms. Morris stated she is unaware that park fees were being waived. Fee must be paid. The city cannot waive fees as it's a gift of public funds except for the poor or infirm. Different laws apply and

The Governance Committee was tasked with looking at different events and talk to insurance pool. Pencil-Palooza, Terry Home Car Show, Pacific Days.

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

Mr. Morgan advised update of water system plan must be occur every 6 years to show that the utility is solvent, and plan ahead for various issues in the future. It is time for this system update to occur. The last update was done internally but this will involve water system modeling which requires certain computer programs and will be best done by a contractor.

COUNCIL MEMBER OLIVEIRA MOVED to approve Resolution No. 2015-308 authorizing the execution of an agreement with RH2 Engineering, Inc. for water system hydraulic modeling. Seconded by Council Member Kave.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira

Nays: None

Absent: Steiger, Storaasli,

The motion carried 5-0.

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.

Mr. Morgan advised this is a sibling resolution to the next. It involves a series of properties along 16th and Valentine where easements were established. One person has purchased these properties and the property owner wants to make improvements to the property. This involves releasing the existing easements with this resolution. The next resolution establishes one easement.

COUNCIL MEMBER KAVE MOVED to approve **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. Seconded by Council Member Oliveira.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira

Nays: None

Absent: Steiger, Storaasli

The motion carried 5-0.

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.

Mr. Morgan advised this resolution is the follow up to the previous one. The previous resolution It involves a series of properties along 16th and Valentine where easements were established. One person has purchased these properties and the property owner wants to make improvements to the property. This involves releasing the existing easements with this resolution. The next resolution establishes one easement.

COUNCIL MEMBER KAVE MOVED to approve Resolution 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. Seconded by Council Member Katie Garberding.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira

Nays: None

Absent: Steiger, Storaasli

The motion carried 5-0.

NEW BUSINESS

None

CONSENT AGENDA

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

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

Voice vote was taken and carried 5-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 8:09 p.m.

Amy Stevenson-Ness, City Clerk