



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

**July 11, 2016**  
**Monday**

**Regular Meeting**  
**6:30 p.m.**

(4)

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. PUBLIC HEARING: Regarding the establishment of a Transportation Benefit District in the City of Pacific**
- 5. 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.)
- 6. REPORTS**
  - A.** Mayor
  - B.** City Administrator
  - C.** Public Works Department
  - D.** Community Development Department
  - E.** Public Safety Department
  - F.** City Council Members
  - G.** Boards and Committees
    - i. Finance Committee
    - ii. Governance Committee
    - iii. Human Services Committee
    - iv. Public Safety Committee
    - v. Public Works Committee
    - vi. Technology Committee
    - vii. Lodging Tax Advisory Committee
    - viii. Park Board
    - ix. Planning Commission
    - x. Pierce County Regional Council (PCRC)
    - xi. Sound Cities Association (SCA)
    - xii. South County Area Transportation Board (SCATBd)
    - xiii. Valley Regional Fire Association (VRFA)

**7. OLD BUSINESS**

- (51) **A. Appointing** Duwayne Gratz to the Planning Commission to fill an unexpired term ending December 31, 2020.
- (57) **B. Resolution No. 2016-353:** Authorizing the execution of an agreement with Washington State Patrol for the Statewide Electronic Collision and Ticket Online Records (SECTOR) program.
- (67) **C. Resolution No. 2016-354:** Authorizing the execution of an agreement with Rolluda Architects, Inc., in the amount of \$124,970 to prepare a Civic Campus Feasibility Study and Master Plan.
- (85) **D. Resolution No. 2016-355:** Authorizing the surplus of equipment that has outlived its useful life and has been replaced.
- (88) **E. Resolution No. 2016-356:** Authorizing the execution of an agreement with Reliance Communication, LLC, in the amount of \$8,000, for website redevelopment.

**8. NEW BUSINESS**

**9. CONSENT AGENDA**

- (118) **A.** Payroll and Voucher Approval
  - (123) **B.** Approval of the minutes of the workshop on June 6 and June 20, 2016, and meetings on May 23 and June 13, 2016.
- 10. A. EXECUTIVE SESSION** or the purpose of discussing two property purchases under RCW 42.30.110(1)(c) for approximately 10 minutes.
- B. EXECUTIVE SESSION** for the purpose of discussing potential litigation under RCW 42.30.110(1)(i) for approximately 10 minutes.

**11. ADJOURN**

***Council may add other items not listed on this agenda unless specific notification period is required.***  
Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.  
Meeting materials are available on the City's website at: [www.pacificwa.org](http://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.

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## MEETING CALENDAR

<b>Finance Committee</b> Katie Garberding, Newlun, Oliveira Meets: 2 <sup>nd</sup> Wednesday	July 27, 2016 6:30 p.m.	City Hall
<b>Governance Committee</b> Kerry Garberding, Kave, Storaasli Meets 1 <sup>st</sup> Tuesday	August 2, 2016 6:30 p.m.	City Hall
<b>Human Services Committee</b> Katie Garberding, Oliveira, Newlun Meets 4 <sup>th</sup> Tuesday	July 26, 2016 6:30 p.m.	City Hall
<b>Park Board</b> Meets 3 <sup>rd</sup> Tuesday	July 19, 2016 6:30 p.m.	City Hall
<b>Planning Commission</b> Meets 4 <sup>th</sup> Tuesday	July 26, 2016 6:00 p.m.	City Hall
<b>Public Safety Committee</b> Katie Garberding, Kave, Steiger Meets 3 <sup>rd</sup> Wednesday	July 20, 2016 6:30 p.m.	City Hall
<b>Public Works Committee</b> Kerry Garberding, Kave, Steiger Meets 1 <sup>st</sup> Wednesday	August 3, 2016 6:30 p.m.	City Hall
<b>Technology Committee</b> Kerry Garberding, Newlun, Oliveira Meets: 3 <sup>rd</sup> Thursday	July 21, 2016 5:00 p.m.	City Hall

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# Background

- 1987 - the Legislature created TBDs.
- 2005 - the Legislature amended the TBD statute to expand its uses and revenue authority.
- 2007 - the Legislature amended the TBD statute to authorize the imposition of vehicle fees and transportation impact fees without a public vote.
- 2010 - the Legislature amended the TBD statute again to clarify project eligibility, the use of impact fees, and sales tax expenditures, and make TBD governance more flexible.

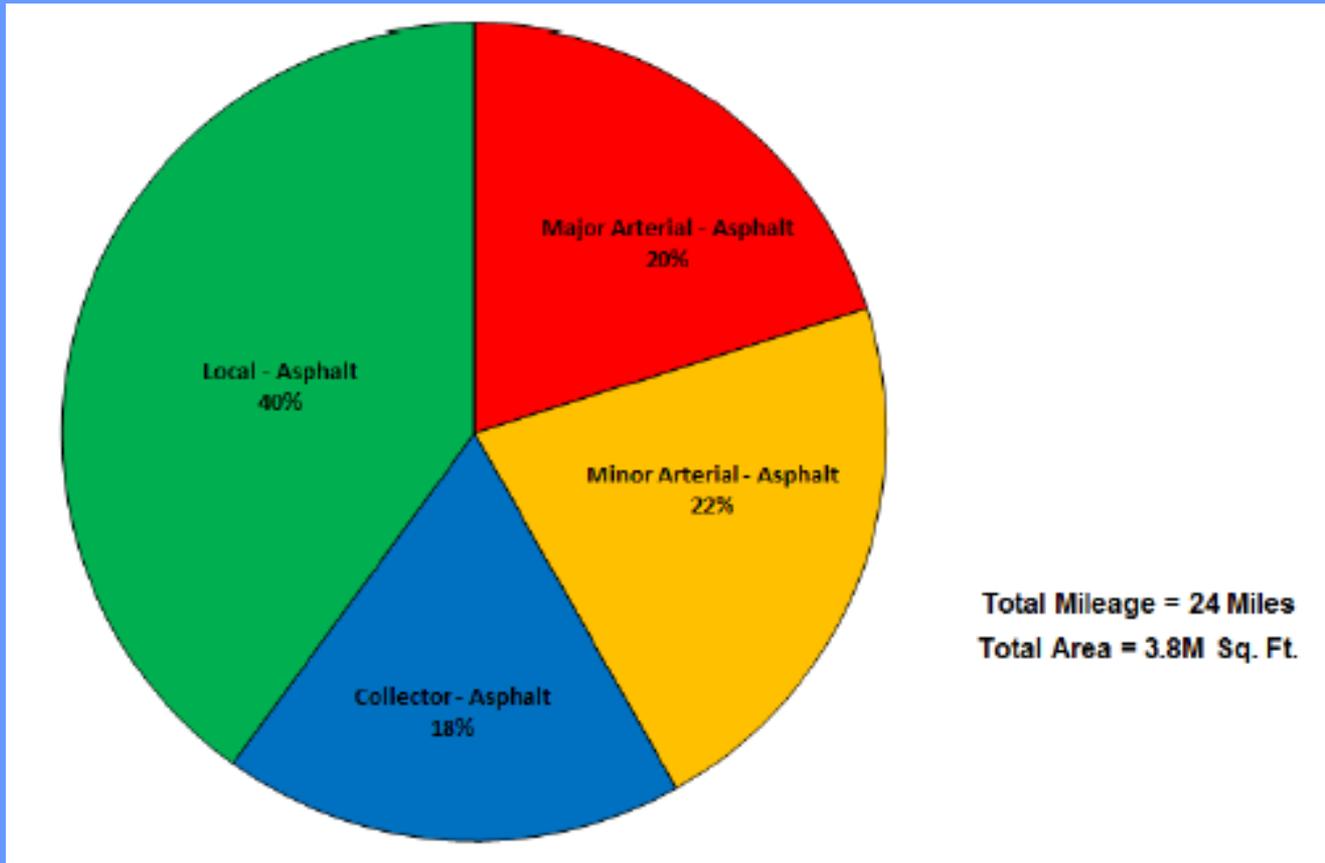


# What is a Transportation Benefit District (TBD)?

- A TBD is a quasi-municipal corporation and independent taxing district created for the sole purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district.

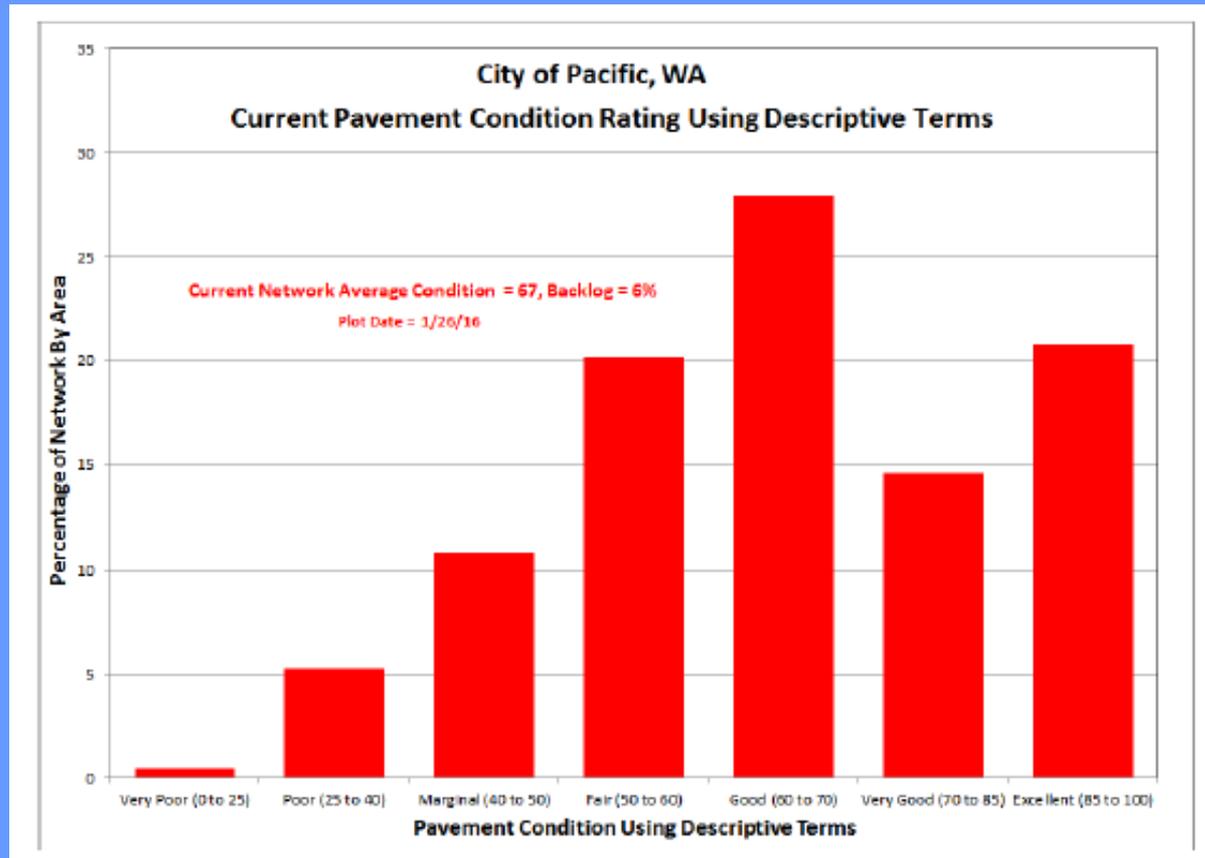


# Street Classifications





# Current Pavement Conditions



# Cost of street maintenance to stay where we are

## City of Pacific, WA Equity Removal Summary

Starting PCI:	67				
Fix All PCI:	89				5 year post rehab PCI from Fix All budget
PCI Increase:	22				Fix All PCI less starting PCI
Fix All Cost (\$):	4,422,000				5 year fix all cost from Fix All budget
Cost Per Point Increase (\$/pt)	200,000				Fix all cost / PCI Increase
<b>Equity Removal Based On PCI Restoration</b>			<b>For PCI Controlled Agencies</b>		
<b>Model:</b>	<b>Do Nothing</b>	<b>\$150K Annual</b>	<b>\$200K Annual</b>	<b>\$250K Annual</b>	<b>Steady State</b>
Annual Budget (\$k/Year):	0	100	200	250	275
Starting PCI	67	67	67	67	67
Final PCI	57	60	64	66	67
PCI Drop:	10	7	3	1	0
Cost to Replace Equity (\$):	2,072,000	1,317,000	543,000	142,000	0
5 Year Budget Expenditure (\$):	0	500,000	1,000,000	1,250,000	1,375,000
Total 5 Year Cost (\$):	2,072,000	1,817,000	1,543,000	1,392,000	1,375,000
Cost Over Steady State Budget (\$):	697,000	442,000	168,000	17,000	0
Additional Annual Cost Over Steady State (\$/year):	139,400	88,400	33,600	3,400	0



 KeyCite Yellow Flag - Negative Treatment  
Proposed Legislation

[West's Revised Code of Washington Annotated](#)

[Title 36. Counties \(Refs & Annos\)](#)

[Chapter 36.73. Transportation Benefit Districts \(Refs & Annos\)](#)

## West's RCWA 36.73.015

### 36.73.015. Definitions

Effective: July 15, 2015

[Currentness](#)

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

- (1) "City" means a city or town.
  
- (2) "District" means a transportation benefit district created under this chapter.
  
- (3) "Low-income" means household income set by the district creating the rebate program that is at or below seventy-five percent of the median household income, adjusted for household size, for the district in which the fees, taxes, or tolls were imposed.
  
- (4) "Rebate program" means an optional program established by a transportation benefit district that includes a city with a population of five hundred thousand persons or more for the purpose of providing rebates to low-income individuals for fees, taxes, and/or tolls imposed by such transportation benefit district for: (a) Vehicle fees imposed under [RCW 36.73.040\(3\)\(b\)](#); (b) sales and use taxes imposed under [RCW 36.73.040\(3\)\(a\)](#); and/or (c) tolls imposed under [RCW 36.73.040\(3\)\(d\)](#).

(5) “Supplemental transportation improvement” or “supplemental improvement” means any project, work, or undertaking to provide public transportation service, in addition to a district’s existing or planned voter-approved transportation improvements, proposed by a participating city member of the district under [RCW 36.73.180](#).

(6) “Transportation improvement” means a project contained in the transportation plan of the state, a regional transportation planning organization, city, county, or eligible jurisdiction as identified in [RCW 36.73.020\(2\)](#). A project may include investment in new or existing highways of statewide significance, principal arterials of regional significance, high capacity transportation, public transportation, and other transportation projects and programs of regional or statewide significance including transportation demand management. Projects may also include the operation, preservation, and maintenance of these facilities or programs.

### **Credits**

[[2015 3rd sp.s. c 44 § 311](#), eff. July 15, 2015; [2012 c 152 § 1](#), eff. June 7, 2012. Prior: [2010 c 251 § 2](#), eff. June 10, 2010; [2010 c 105 § 1](#), eff. June 10, 2010; [2006 c 311 § 24](#), eff. June 7, 2006; [2005 c 336 § 1](#), eff. August 1, 2005.]

West’s RCWA 36.73.015, WA ST 36.73.015

Current with all laws from the 2016 Regular and First Special Sessions of the Washington legislature that take effect on or before July 1, 2016

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[Title 36. Counties \(Refs & Annos\)](#)

[Chapter 36.73. Transportation Benefit Districts \(Refs & Annos\)](#)

## West's RCWA 36.73.065

### 36.73.065. Taxes, fees, charges, tolls, rebate program

Effective: July 15, 2015

[Currentness](#)

(1) Except as provided in subsection (4) of this section, taxes, fees, charges, and tolls may not be imposed by a district without approval of a majority of the voters in the district voting on a proposition at a general or special election. The proposition must include a specific description of: (a) The transportation improvement or improvements proposed by the district; (b) any rebate program proposed to be established under [RCW 36.73.067](#); and (c) the proposed taxes, fees, charges, and the range of tolls imposed by the district to raise revenue to fund the improvement or improvements or rebate program, as applicable.

(2) Voter approval under this section must be accorded substantial weight regarding the validity of a transportation improvement as defined in [RCW 36.73.015](#).

(3) A district may not increase any taxes, fees, charges, or range of tolls imposed or change a rebate program under this chapter once the taxes, fees, charges, tolls, or rebate program takes effect, except:

(a) If authorized by the district voters pursuant to [RCW 36.73.160](#);

(b) With respect to a change in a rebate program, a material change policy adopted pursuant to [RCW 36.73.160](#) is followed and the change does not reduce the percentage level or rebate amount;

(c) For up to forty dollars of the vehicle fee authorized in [RCW 82.80.140](#) by the governing board of the district if a vehicle fee of twenty dollars has been imposed for at least twenty-four months; or

(d) For up to fifty dollars of the vehicle fee authorized in [RCW 82.80.140](#) by the governing board of the district if a vehicle fee of forty dollars has been imposed for at least twenty-four months and a district has met the requirements of subsection (6) of this section.

(4)(a) A district that includes all the territory within the boundaries of the jurisdiction, or jurisdictions, establishing the district may impose by a majority vote of the governing board of the district the following fees and charges:

(i) Up to twenty dollars of the vehicle fee authorized in [RCW 82.80.140](#);

(ii) Up to forty dollars of the vehicle fee authorized in [RCW 82.80.140](#) if a vehicle fee of twenty dollars has been imposed for at least twenty-four months;

(iii) Up to fifty dollars of the vehicle fee authorized in [RCW 82.80.140](#) if a vehicle fee of forty dollars has been imposed for at least twenty-four months and a district has met the requirements of subsection (6) of this section; or

(iv) A fee or charge in accordance with [RCW 36.73.120](#).

(b) The vehicle fee authorized in (a) of this subsection may only be imposed for a passenger-only ferry transportation improvement if the vehicle fee is first approved by a majority of the voters within the jurisdiction of the district.

(c)(i) A district solely comprised of a city or cities may not impose the fees or charges identified in (a) of this subsection within one hundred eighty days after July 22, 2007, unless the county in which the city or cities reside, by resolution, declares that it will not impose the fees or charges identified in (a) of this subsection within the one hundred eighty-day period; or

(ii) A district solely comprised of a city or cities identified in [RCW 36.73.020\(6\)\(b\)](#) may not impose the fees or charges until after May 22, 2008, unless the county in which the city or cities reside, by resolution, declares that it will not impose the fees or charges identified in (a) of this subsection through May 22, 2008.

(5) If the interlocal agreement in [RCW 82.80.140\(2\)\(a\)](#) cannot be reached, a district that includes only the unincorporated territory of a county may impose by a majority vote of the governing body of the district up to: (a) Twenty dollars of the vehicle fee authorized in [RCW 82.80.140](#), (b) forty dollars of the vehicle fee authorized in [RCW 82.80.140](#) if a fee of twenty dollars has been imposed for at least twenty-four months, or (c) fifty dollars of the vehicle fee authorized in [RCW 82.80.140](#) if a vehicle fee of forty dollars has been imposed for at least twenty-four months and a district has met the requirements of subsection (6) of this section.

(6) If a district intends to impose a vehicle fee of more than forty dollars by a majority vote of the governing body of the district, the governing body must publish notice of this intention, in one or more newspapers of general circulation within the district, by April 1st of the year in which the vehicle fee is to be imposed. If within ninety days of the date of publication a petition is filed with the county auditor containing the signatures of eight percent of the number of voters registered and voting in the district for the office of the governor at the last preceding gubernatorial election, the county auditor must canvass the signatures in the same manner as prescribed in [RCW 29A.72.230](#) and certify their sufficiency to the governing body within two weeks. The proposition to impose the vehicle fee must then be submitted to the voters of the district at a special election, called for this purpose, no later than the date on which a primary election would be held under [RCW 29A.04.311](#). The vehicle fee may then be imposed only if

approved by a majority of the voters of the district voting on the proposition.

### Credits

[[2015 3rd sp.s. c 44 § 309](#), eff. July 15, 2015; [2012 c 152 § 3](#), eff. June 7, 2012; [2007 c 329 § 1](#), eff. July 22, 2007; [2005 c 336 § 17](#), eff. August 1, 2005.]

West's RCWA 36.73.065, WA ST 36.73.065

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[Chapter 36.74. Transportation Benefit Districts--Assumption by Cities and Counties](#)

**West's RCWA 36.74.010**

**36.74.010. Assumption of rights, powers, functions, and obligations authorized**

**Effective: July 15, 2015**

[Currentness](#)

Any city or county in which a transportation benefit district has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions, and obligations of the transportation benefit district in accordance with this chapter.

**Credits**

[[2015 3rd sp.s. c 44 § 301](#), eff. July 15, 2015.]

West's RCWA 36.74.010, WA ST 36.74.010

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[Chapter 36.74. Transportation Benefit Districts--Assumption by Cities and Counties](#)

**West's RCWA 36.74.020**

**36.74.020. Ordinance or resolution of intention to assume rights, powers, functions, and obligations--Adoption--Publication--Hearing**

**Effective: July 15, 2015**

[Currentness](#)

(1) The assumption of the rights, powers, functions, and obligations of a transportation benefit district may be initiated by the adoption of an ordinance or a resolution by the city or county legislative authority indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations. If the city or county legislative authority adopts such an ordinance or a resolution of intention, the ordinance or resolution must set a time and place at which the city or county legislative authority will consider the proposed assumption of the rights, powers, functions, and obligations of the transportation benefit district, and must state that all persons interested may appear and be heard. The ordinance or resolution of intention must be published at least two times during the two weeks preceding the scheduled hearing in newspapers of daily general circulation printed or published in the city or county in which the transportation benefit district is to be located.

(2) At the time scheduled for the hearing in the ordinance or resolution of intention, the city or county legislative authority must consider the assumption of the rights, powers, functions, and obligations of the transportation benefit district and hear those appearing and all protests and objections to it. The city or county legislative authority may continue the hearing from time to time, not exceeding sixty days in all.

**Credits**

[2015 3rd sp.s. c 44 § 302, eff. July 15, 2015.]

West's RCWA 36.74.020, WA ST 36.74.020

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[Chapter 36.74. Transportation Benefit Districts--Assumption by Cities and Counties](#)

**West's RCWA 36.74.030**

**36.74.030. Declaration of intention to assume--Abolition of city or county governing body--Transfer of rights, powers, immunities, functions, and obligations to city or county**

**Effective: July 15, 2015**

[Currentness](#)

(1) If, after receiving testimony, the city or county legislative authority determines that the public interest or welfare would be satisfied by the city or county assuming the rights, powers, immunities, functions, and obligations of the transportation benefit district, the city or county legislative authority may declare that to be its intent and assume such rights, powers, immunities, functions, and obligations by ordinance or resolution, providing that the city or county is vested with every right, power, immunity, function, and obligation currently granted to or possessed by the transportation benefit district.

(2) Upon assumption of the rights, powers, immunities, functions, and obligations of the transportation benefit district by the city or county, the governing body established pursuant to [RCW 36.73.020](#) must be abolished and the city or county legislative authority is vested with all rights, powers, immunities, functions, and obligations otherwise vested by law in the governing board of the transportation benefit district.

**Credits**

[[2015 3rd sp.s. c 44 § 303](#), eff. July 15, 2015.]

West's RCWA 36.74.030, WA ST 36.74.030

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**Title 36. Counties (Refs & Annos)**

**Chapter 36.74. Transportation Benefit Districts--Assumption by Cities and Counties**

**West's RCWA 36.74.040**

**36.74.040. Existing rights, actions, proceedings, etc., not impaired or altered**

**Effective: July 15, 2015**

[Currentness](#)

No transfer of any function made pursuant to this chapter may be construed to impair or alter any existing rights acquired under chapter 36.73 RCW or any other provision of law relating to transportation benefit districts, nor as impairing or altering any actions, activities, or proceedings validated thereunder, nor as impairing or altering any civil or criminal proceedings instituted thereunder, nor any rule, regulation, or order promulgated thereunder, nor any administrative action taken thereunder; and neither the assumption of control of any transportation benefit district function by a city or county, nor any transfer of rights, powers, functions, and obligations as provided in this chapter, may impair or alter the validity of any act performed by such transportation benefit district or division thereof or any officer thereof prior to the assumption of such rights, powers, functions, and obligations by any city or county as authorized under this chapter.

**Credits**

[[2015 3rd sp.s. c 44 § 304](#), eff. July 15, 2015.]

West's RCWA 36.74.040, WA ST 36.74.040

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[Chapter 36.74. Transportation Benefit Districts--Assumption by Cities and Counties](#)

**West's RCWA 36.74.050**

**36.74.050. Rules and regulations, pending business, contracts, obligations, validity of official acts**

**Effective: July 15, 2015**

[Currentness](#)

(1) All rules and regulations and all pending business before the board of any transportation benefit district transferred pursuant to this chapter must be continued and acted upon by the city or county.

(2) All existing contracts and obligations of the transferred transportation benefit district remain in full force and effect and must be performed by the city or county. A transfer authorized in this chapter does not affect the validity of any official act performed by any official or employee prior to the transfer authorized pursuant to this chapter.

**Credits**

[[2015 3rd sp.s. c 44 § 305](#), eff. July 15, 2015.]

West's RCWA 36.74.050, WA ST 36.74.050

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[Title 36. Counties \(Refs & Annos\)](#)

[Chapter 36.74. Transportation Benefit Districts--Assumption by Cities and Counties](#)

**West's RCWA 36.74.060**

**36.74.060. Reports, books, records, etc.--Funds, credits, assets--Appropriations or federal grants**

**Effective: July 15, 2015**

[Currentness](#)

(1) All reports, documents, surveys, books, records, files, papers, or other writings relating to the administration of the powers, duties, and functions transferred pursuant to this chapter and available to the transportation benefit district must be made available to the city or county.

(2) All funds, credits, or other assets held in connection with powers, duties, and functions transferred under this chapter must be assigned to the city or county.

(3) Any appropriations or federal grant made to the transportation benefit district for the purpose of carrying out the rights, powers, functions, and obligations authorized to be assumed by a city or county pursuant to this chapter, on the effective date of such transfer, must be credited to the city or county for the purpose of carrying out such transferred rights, powers, functions, and obligations.

**Credits**

[[2015 3rd sp.s. c 44 § 306](#), eff. July 15, 2015.]

West's RCWA 36.74.060, WA ST 36.74.060

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**West's RCWA 36.74.070**

**36.74.070. Debts and obligations**

**Effective: July 15, 2015**

[Currentness](#)

The city or county must assume and agree to provide for the payment of all of the indebtedness of the transportation benefit district, including the payment and retirement of outstanding general obligation and revenue bonds issued by the transportation benefit district.

**Credits**

[[2015 3rd sp.s. c 44 § 307](#), eff. July 15, 2015.]

West's RCWA 36.74.070, WA ST 36.74.070

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## MRSC List of City/Town TBDs

As of April 2016, MRSC is aware of about 90 cities and towns that have formed TBDs, of which over 30 have assumed the TBD's rights, powers, functions, and obligations under [chapter 36.74 RCW](#). The funding source indicates existing or approved revenue streams.

Jurisdiction	TBD Established	Funding Source	Powers Assumed?
Aberdeen	2012	0.13% sales tax	No
Airway Heights	2013	0.20% sales tax	No
Anacortes	2014	\$20 vehicle license fee	Yes
Arlington	2013	0.20% sales tax	No
Auburn	2011	Unfunded/No information - \$59 million bond measure failed in 2012	No
Bainbridge Island	2012	\$20 vehicle license fee	Yes
Battle Ground	2014	\$20 vehicle license fee	No
Bellingham	2010	0.20% sales tax	Yes
Black Diamond	2015	\$20 vehicle license fee	Yes
Bothell	2015	Unfunded/No information	No
Bremerton	2009	\$20 vehicle license fee - voted \$30 fee failed in 2009	Yes
Buckley	2012	\$20 vehicle license fee	Yes
Burien	2009	\$10 vehicle license fee - voted \$30 fee failed in 2009	No
Carbonado	2012	\$20 vehicle license fee	No
Castle Rock	2012	0.20% sales tax	No
Centralia	2014	0.20% sales tax	Yes
Clarkston	2014	0.20% sales tax - replaced a \$20 vehicle license fee	Yes
Covington	2013	\$20 vehicle license fee - 0.2% sales tax failed in 2013 and 2015	Yes

## MRSC List of City/Town TBDs

As of April 2016, MRSC is aware of about 90 cities and towns that have formed TBDs, of which over 30 have assumed the TBD's rights, powers, functions, and obligations under [chapter 36.74 RCW](#). The funding source indicates existing or approved revenue streams.

Jurisdiction	TBD Established	Funding Source	Powers Assumed?
Dayton	2014	0.20% sales tax	No
Des Moines	2008	\$40 vehicle license fee (nonvoted)	Yes
DuPont	2013	\$20 vehicle license fee	No
East Wenatchee	2012	\$20 vehicle license fee	No
Eatonville	2012	\$20 vehicle license fee	No
Edgewood	2013	\$20 vehicle license fee	No
Edmonds	2008	\$20 vehicle license fee - voted \$40 fee increase failed in 2010	No
Electric City	2012	\$20 vehicle license fee	Yes
Ellensburg	2015	0.20% sales tax	No
Elmer City	2015	0.20% sales tax	No
Enumclaw	2013	\$20 vehicle license fee, 0.10% sales tax	No
Everett	2014	\$20 vehicle license fee	No
Ferndale	2011	0.20% sales tax	No
Fife	2015	Unfunded/No information	No
Friday Harbor	2014	0.20% sales tax	Yes
Grandview	2011	\$20 vehicle license fee	Yes
Granite Falls	2015	\$20 vehicle license fee	No
Kalama	2012	\$20 vehicle license fee	No
Kelso	2012	\$20 vehicle license fee	Yes
Kenmore	2012	\$20 vehicle license fee	No

## MRSC List of City/Town TBDs

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Jurisdiction	TBD Established	Funding Source	Powers Assumed?
Kirkland	2014	Unfunded/No information	No
Kittitas	2012	\$20 vehicle license fee	No
Lacey	2016	Unfunded/No information	No
Lake Forest Park	2008	\$40 vehicle license fee	Yes
Lakewood	2012	\$20 vehicle license fee	No
Leavenworth	2010	0.20% sales tax	No
Liberty Lake	2002	Unfunded/No information	No
Lynden	2012	0.20% sales tax	No
Lynnwood	2010	\$20 vehicle license fee - 0.2% sales tax failed in 2014	No
Mabton	2011	\$20 vehicle license fee	No
Maple Valley	2012	\$20 vehicle license fee	Yes
Marysville	2013	0.20% sales tax	Yes
Mattawa	2015	0.20% sales tax	Yes
Mercer Island	2014	\$20 vehicle license fee	Yes
Monroe	2012	0.20% sales tax	No
Mountlake Terrace	2011	\$20 vehicle license fee	No
Normandy Park	2013	\$20 vehicle license fee	Yes
North Bend	2011	0.20% sales tax	No
Olympia	2008	\$20 vehicle license fee (\$40 fee takes effect in Jan. 2017)	No
Orting	2011	\$20 vehicle license fee	Yes

## MRSC List of City/Town TBDs

As of April 2016, MRSC is aware of about 90 cities and towns that have formed TBDs, of which over 30 have assumed the TBD's rights, powers, functions, and obligations under [chapter 36.74 RCW](#). The funding source indicates existing or approved revenue streams.

Jurisdiction	TBD Established	Funding Source	Powers Assumed?
Othello	2012	0.20% sales tax (passed in April 2016 after failing in Nov. 2013)	No
Port Orchard	2015	Unfunded/No information	No
Prosser	2009	\$20 vehicle license fee	No
Ridgefield	2008	Unfunded - 0.2% sales tax repealed in 2012	No
Roy	2014	\$20 vehicle license fee	Yes
Royal City	2012	\$20 vehicle license fee	Yes
Seattle	2010	\$80 vehicle license fee, 0.10% sales tax	No
Sedro-Woolley	2014	\$20 vehicle license fee	Yes
Sequim	2008	0.20% sales tax	No
Shelton	2015	0.20% sales tax	Yes
Shoreline	2009	\$20 vehicle license fee	Yes
Snohomish	2010	0.20% sales tax	No
Snoqualmie	2010	\$20 vehicle license fee	Yes
Soap Lake	2013	\$20 vehicle license fee	Yes
Spokane	2011	\$20 vehicle license fee	No
Stanwood	2012	0.20% sales tax	Yes
Steilacoom	2015	Unfunded/No information	No
Tacoma	2012	\$20 vehicle license fee, 0.10% sales tax	No
Toppenish	2012	\$20 vehicle license fee	No
Tumwater	2014	0.20% sales tax	Yes

## MRSC List of City/Town TBDs

As of April 2016, MRSC is aware of about 90 cities and towns that have formed TBDs, of which over 30 have assumed the TBD's rights, powers, functions, and obligations under [chapter 36.74 RCW](#). The funding source indicates existing or approved revenue streams.

Jurisdiction	TBD Established	Funding Source	Powers Assumed?
University Place	2009	\$20 vehicle license fee	Yes
Vancouver	2015	\$20 vehicle license fee	No
Waitsburg	2012	0.10% sales tax	No
Walla Walla	2011	0.20% sales tax	No
Wapato	2012	\$20 vehicle license fee	Yes
Washougal	2015	Unfunded/No information	No
Wenatchee	2011	\$20 vehicle license fee	No
Wilkeson	2014	\$20 vehicle license fee	No
Zillah	2011	\$20 vehicle license fee	Yes

CITY OF PACIFIC, WASHINGTON  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF PACIFIC, WASHINGTON, RELATING TO THE ESTABLISHMENT OF THE PACIFIC TRANSPORTATION BENEFIT DISTRICT, IDENTIFYING THE GOVERNING BOARD, DESCRIBING THE FUNCTIONS OF THE DISTRICT, DESCRIBING THE MANNER IN WHICH TRANSPORTATION IMPROVEMENTS SHALL BE FUNDED AND DISSOLUTION OF THE DISTRICT, ALL AS ALLOWED BY CHAPTER 36.73 RCW, ADDING A NEW CHAPTER 3.44 TO THE PACIFIC MUNICIPAL CODE.

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WHEREAS, the City Council desires to respond to the need for transportation improvements on city streets by establishing a transportation benefit district, as authorized by chapter 36.73 RCW; and

WHEREAS, the SEPA Responsible Official has determined that this Ordinance is categorically exempt under SEPA, WAC 197-11-800(19) as a program relating solely to governmental procedures and containing no substantive standards respecting use or modification of the environment; and

WHEREAS, notice of a public hearing on this Ordinance establishing a transportation benefit district was provided according to RCW 36.73.050(1), including, but not limited to, publication of such notice in a newspaper in general circulation in the City, not less than ten days before the hearing; and

WHEREAS, the public hearing was held on the establishment of a transportation benefit district by the Pacific City Council on July 11, 2016; and

WHEREAS, the City Council considered the adoption of this ordinance during its regular meeting of July 18, 2016, and determined that the establishment of a transportation benefit district is in the public interest; Now, Therefore,

IT IS HEREBY ORDAINED BY THE PACIFIC CITY COUNCIL AS FOLLOWS:

Section 1. A new chapter 3.44 shall be added to the Pacific Municipal Code, which shall read as follows:

**CHAPTER 3.44  
TRANSPORTATION BENEFIT DISTRICT**

**Sections:**

- 3.44.010 Purpose.**
  - 3.44.020 Establishing the Transportation Benefit District**
  - 3.44.030 Governing Board**
  - 3.44.040 Functions of the District**
  - 3.44.050 Transportation Improvements Funded**
  - 3.44.060 Dissolution of District**
  - 3.44.060 Liberal Construction.**
- 

**3.44.010 Purpose.** The purpose of this chapter is to establish a transportation benefit district (TBD) pursuant to RCW 35.21.225 and chapter 36.73 RCW, consistent with the public interest, to provide adequate levels of funding for transportation improvements that preserve, maintain and, as appropriate, construct or reconstruct the transportation infrastructure of the City of Pacific.

**3.44.020 Establishing the Transportation Benefit District.** There is created a transportation benefit district to be known as the Pacific Transportation Benefit District or “District” with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations.

**3.44.030 Governing Board.**

A. The governing board of the Pacific Transportation Benefit District shall be the Pacific City Council, acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in chapter 36.73 RCW.

B. The treasurer of the Transportation Benefit District shall be the City Treasurer.

C. The Board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1). The policy must at least address material changes to cost, scope and schedule, the level of change that will require governing body involvement and how the governing body will address those changes. At a minimum, if the District funding participation in a transportation improvement exceeds its original cost by more than twenty percent (20%) as identified in the District’s original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.

D. The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

**3.44.040 Functions of the District.**

A. The District, by a majority vote of its governing board, may authorize a motor vehicle license fee of up to twenty dollars as provided in RCW 82.80.140 for the purposes set forth in this chapter and as may be subsequently authorized according to law.

B. The District may impose additional taxes, fees or charges authorized by RCW 36.73.040 or ad valorem property taxes authorized by RCW 36.73.060, only if approved by District voters pursuant to RCW 36.73.065.

C. The District shall have all powers and functions provided by chapter 36.73 RCW to fulfill the functions of the District, including the power to issue general obligation bonds and revenue bonds as provided in RCW 36.73.070, or form a local improvement district as provided in RCW 36.73.080.

**3.44.050 Transportation improvements funded.** The funds generated by the Transportation Benefit District may be used for transportation improvements that preserve, maintain, operate, construct and reconstruct the existing transportation infrastructure of the City, consistent with chapter 36.73 RCW, as it now exists or is hereafter amended. In addition to the foregoing, the funds generated may be used for any purpose allowed by law, including to operate the District and to make transportation improvements that are consistent with state, regional and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels, pursuant to chapter 36.73 RCW. The District shall select to the extent practicable projects for funding that reduce the risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, improve modal connectivity, provide for economic development, improve accessibility for persons with special transportation needs, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure construction and replacement in the future.

All funds raised through the District shall be expended only for such construction, reconstruction, preservation, maintenance and operation in accordance with the provisions of chapter 36.73 RCW as it now exists or is hereafter amended. The funds expended by the District shall preserve, maintain, operate and improve the City's investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost effectiveness of the City's infrastructure investments, provide for economic development and continue the optimal performance of the transportation system.

Additional transportation improvement projects may be funded only after compliance with the provisions of RCW 36.73.050(2) (b) following notice, public hearing and enactment of an authorizing ordinance.

**3.44.060 Dissolution of District.** The District shall be automatically dissolved when all indebtedness of the District has been retired and when all of the District's anticipated responsibilities have been satisfied.

**3.44.070 Liberal Construction.** This chapter is to be liberally construed to accomplish the purpose of establishing a transportation benefit district with the broadest possible authority under chapter 36.73 RCW, as it now exists or is hereafter amended.

**Section 4. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 5. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 6. Effective Date.** This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of Pacific Transportation District this 18<sup>th</sup> day of January, 2016.

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Leanne Guier, Mayor

AUTHENTICATED:

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Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:

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Carol A. Morris, City Attorney

PUBLISHED:  
EFFECTIVE DATE:

PACIFIC, WASHINGTON  
TRANSPORTATION BENEFIT DISTRICT  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE PACIFIC, WASHINGTON, TRANSPORTATION BENEFIT DISTRICT, AUTHORIZING A TWENTY DOLLAR (\$20.00) VEHICLE LICENSE FEE PURSUANT TO RCW 36.73.065 and RCW 82.80.140.

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WHEREAS, the City Council of the City of Pacific has the responsibility under the Constitution of the State of Washington for the improvement, maintenance and protection of public ways within the corporate limits of the City of Pacific, pursuant to RCW 35.23.440(33) and chapter 35.77 RCW; and

WHEREAS, chapter 36.73 RCW provides for the establishment of transportation benefit districts (TBD) by cities and counties and authorization to levy and impose various taxes and fees to generate revenue to support transportation improvements within the district that are consistent with state, regional or local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, the City’s Transportation Improvement Plan (TIP), the transportation element of the City’s Comprehensive Plan, and the [REDACTED], all outline the key strategies, objectives and investments for improving safety, mobility, modal connectivity and access through providing effective transportation choices; and

WHEREAS, the Pacific City Council created the Pacific Transportation Benefit District in Ordinance No. \_\_\_\_\_; and

WHEREAS, RCW 36.73.040(3) (b) authorizes a transportation benefit district to impose a vehicle fee in accordance with RCW 82.80.140; and

WHEREAS, RCW 36.73.065(4)(a)(i) allows a transportation district that includes all of the territory within the boundaries of the jurisdiction establishing the district to impose, by majority vote of the governing board of the district, a vehicle fee of up to \$20.00, as authorized in RCW 82.80.140; and

WHEREAS, since [REDACTED], the City of Pacific has been trying to develop alternatives to fund the construction of needed transportation improvements and road maintenance throughout the City. The formation of the Transportation Benefit District (TBD) provides for local revenue to fund local transportation needs; and

WHEREAS, the Governing Board of the Pacific Transportation Benefit District finds that it is appropriate to establish a twenty-dollar annual vehicle license fee that will generate an estimated \$100,000 annually and make investments to enhance pedestrian, bicycle and vehicle mobility within the District boundaries; and

WHEREAS, in accordance with RCW 82.80.140(4), the TBD may fix and impose an annual \$20.00 vehicle license fee, but no fee may be collected until six months after approval under RCW 36.73.065; and

WHEREAS, it is the expectation of the Pacific Transportation Benefit District to contract with the City of Pacific to utilize revenues for transportation purposes; and

WHEREAS, the Pacific Transportation Benefit District considered the adoption of this Resolution during its regular meeting of December 28, 2015; Now, Therefore,

IT IS HEREBY RESOLVED BY THE PACIFIC TRANSPORTATION BENEFIT DISTRICT AS FOLLOWS:

Section 1. Fee Imposed. An annual vehicle license fee in the amount of twenty dollars (\$20.00) is established consistent with RCW 36.73.065, to be collected by the Washington State Department of Licensing on qualifying vehicles, as set forth in RCW 82.80.140 and chapters 36.73 and 46.16 RCW.

Section 2. Use of Revenues. The revenues generated by the license fee shall be used in accordance with the purposes set forth in Pacific Municipal Code (PMC)           . The District plans to contract with the City of Pacific to utilize the revenues generated from the annual vehicle license fee as follows, after accounting for costs associated with the collection and disbursement of revenues for and administering the Pacific Transportation Benefit District:

- A. Preservation and maintenance of the District's transportation infrastructure;
- B. Enhancing bicycle and pedestrian safety and mobility within the District; and
- C. Improving mobility and safety for people with disabilities.

Section 3. Implementation. The Pacific Transportation Benefit District requests that the City Clerk for the City of Pacific notify the Washington State Department of Licensing of the vehicle license fee established in Section 1 of this Resolution and to request that the Department of Licensing take all the steps necessary to implement collection of this fee no later than June, 30, 2016 in accordance with RCW 82.80.140.

PASSED by the Pacific Transportation Benefit District this 11<sup>th</sup> day of January, 2016.

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Chairperson, Leanne Guier

AUTHENTICATED:

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City Clerk

APPROVED AS TO FORM:

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Carol A. Morris, City Attorney

PACIFIC, WASHINGTON  
TRANSPORTATION BENEFIT DISTRICT  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE PACIFIC, WASHINGTON, TRANSPORTATION BENEFIT DISTRICT, ADOPTING THE ANNUAL BUDGET OF THE TRANSPORTATION BENEFIT DISTRICT FOR THE YEAR 2016 AND AUTHORIZING FUNDING FOR TRANSPORTATION IMPROVEMENTS.

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WHEREAS, the Pacific City Council created the Pacific Transportation Benefit District in Ordinance No. \_\_\_\_\_; and

WHEREAS, chapter 36.73 RCW requires that the Transportation Benefit District adopt an annual budget; and

WHEREAS, the Pacific Transportation Benefit District deliberated on the proposed budget for the fiscal year 2015; and

WHEREAS, the SEPA Responsible Official has determined that this Ordinance is categorically exempt under SEPA, WAC 197-11-800(19) as an action relating solely to governmental procedures and containing no substantive standards respecting use or modification of the environment; and

WHEREAS, the Pacific Transportation Benefit District considered the adoption of this ordinance during its regular meeting of December 28, 2015; Now, Therefore,

IT IS HEREBY ORDAINED BY THE PACIFIC TRANSPORTATION BENEFIT DISTRICT AS FOLLOWS:

Section 1. Budget Adopted. The 2016 Budget for the Pacific Transportation Benefit District for the period January 1, 2016 through December 31, 2016, totaling \$50,000 is hereby adopted.

Section 2. Summary of Revenue and Expenditures. The budget sets forth totals of estimated revenues and estimated expenditures of the Transportation Benefit District, and the aggregate totals for the District’s general fund, as summarized below:

Estimated Revenues:		
Use of Fund Balance.	\$	0
TBD Vehicle Fees	\$	50,000
Investment Interest	\$	0

Total 2016 TBD Estimated Revenues:	\$	50,000
Estimated Expenditures (Appropriations):		
Insurance (AWC RMSA)	\$	241,510
City of Pacific Annual Road Maintenance Program, 2016-2016 Capital Improvement Plan ( )	\$	0
Total 2016 TBD Appropriations, General Fund Budget:	\$	0

Section 3. Expenditures Authorized. The Treasurer is authorized to reimburse the City of Pacific for payments made to contractors or for force account expenditures on the transportation improvements included in Section 2 from available revenues of the District, not to exceed the total District General Fund Budget.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the Pacific Transportation Benefit District this 28<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
Chairperson, Leanne Guier

AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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Carol A. Morris, City Attorney

PUBLISHED:  
EFFECTIVE DATE:

PACIFIC, WASHINGTON  
TRANSPORTATION BENEFIT DISTRICT  
RESOLUTION NO. \_\_\_\_\_

AN ORDINANCE OF THE PACIFIC, WASHINGTON,  
TRANSPORTATION BENEFIT DISTRICT, ADOPTING THE  
MATERIAL CHANGE POLICY AS REQUIRED BY RCW 36.73.160(1).

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WHEREAS, the Pacific City Council created the Pacific Transportation Benefit District in Ordinance No. \_\_\_\_\_; and

WHEREAS, chapter 36.73 RCW requires that the Transportation Benefit District adopt a Material Change Policy; and

WHEREAS, the Pacific Transportation Benefit District considered the adoption of this Resolution during its regular meeting of December 28, 2015; Now, Therefore,

IT IS HEREBY RESOLVED BY THE PACIFIC TRANSPORTATION BENEFIT DISTRICT AS FOLLOWS:

Section 1. Material Change Policy.

A. *Material Change to Cost.* In the event an approved transportation improvement exceeds the adopted budget by more than twenty per cent (20%) as approved annually by the Governing Board, the Board shall hold a public hearing to solicit comments from the public regarding the manner in which the cost change should be resolved. TBD Staff shall consult with the Board Chair prior to setting the public hearing.

B. *Material Change Scope.* In the event that the scope of a transportation improvement materially changes from that originally anticipated at the time of the annually adopted budget by the TBD Board, the TBD Staff shall determine whether or not to convene a meeting of the Board for discussion.

C. *Material Change to Schedule.* In the event that the schedule of a transportation improvement materially changes in a way that significantly impacts other TBD budget levels or the schedule changes exceed ninety (90) days, the TBD staff shall consult with and review such changes with the Board Chair. The Board Chair shall determine whether or not to convene a meeting of the Board for discussion.

PASSED by the Pacific Transportation Benefit District this 11<sup>th</sup> day of January, 2016.

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Chairperson, Leanne Guier

AUTHENTICATED:

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City Clerk

APPROVED AS TO FORM:

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Carol A. Morris, City Attorney

PUBLISHED:  
EFFECTIVE DATE:

## 5 YEAR BUDGET COMPARISON

City Of Pacific  
MCAG #: 0423

Time: 11:09:23 Date: 12/14/2015  
Page: 1

### 101 Street

Account	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2014 Appropriated	2015 Appropriated	Comment
322 40 00 101 Street Opening Permits	0.00	3,150.00	0.00	0.00	0.00	0.00	
334 03 80 101 Butte Ave Overlay	0.00	95,332.29	0.00	0.00	0.00	0.00	
336 00 87 101 State Fuel Tax-City Streets	0.00	11,898.25	0.00	0.00	0.00	0.00	
000	0.00	110,380.54	0.00	0.00	0.00	0.00	
308 10 00 101 Reserved Beginning Cash Balance	0.00	0.00	36,610.86	32,753.87	0.00	0.00	
308 80 00 101 Beginning Fund Balance	0.00	0.00	109,832.56	98,375.72	134,920.00	81,660.00	
308 Beginning Balances	0.00	0.00	146,443.42	131,129.59	134,920.00	81,660.00	
318 34 00 101 Real Estate Excise Tx 1st .25%	0.00	0.00	0.00	0.00	0.00	35,000.00	
318 35 00 101 Real Estate Excise Tx 2nd .25%	0.00	0.00	0.00	0.00	0.00	35,000.00	
310 Taxes	0.00	0.00	0.00	0.00	0.00	70,000.00	
322 40 00 101 Street Opening Permits	0.00	0.00	15,775.00	16,665.00	16,750.00	20,000.00	
320 Licenses & Permits	0.00	0.00	15,775.00	16,665.00	16,750.00	20,000.00	
334 03 81 101 TIB Preservation-3rd Ave South	0.00	0.00	0.00	0.00	161,069.00	0.00	
336 00 87 101 State Fuel Tax-City Streets	0.00	0.00	136,854.30	139,439.83	142,000.00	120,000.00	
330 Intergovernmental Revenues	0.00	0.00	136,854.30	139,439.83	303,069.00	120,000.00	
345 89 00 101 Other Planning & Development	0.00	0.00	0.00	4,382.50	4,500.00	5,000.00	
340 Charges For Goods & Services	0.00	0.00	0.00	4,382.50	4,500.00	5,000.00	
361 11 00 101 Investment Interest	0.00	0.00	122.96	191.59	200.00	100.00	
369 10 00 101 Sale of Scrap and Junk	0.00	0.00	0.00	75.30	80.00	0.00	
360 Interest & Other Earnings	0.00	0.00	122.96	266.89	280.00	100.00	
397 00 00 101 Operating Trfr. From Fund #001	0.00	0.00	0.00	25,000.00	25,000.00	20,000.00	
397 00 10 101 Operating Trfr. from Fund #001	0.00	0.00	100,000.00	0.00	0.00	0.00	
397 04 01 101 Operating Trfr. From Fund #401	0.00	0.00	0.00	25,000.00	25,000.00	40,000.00	
397 04 02 101 Operating Trfr. From Fund #402	0.00	0.00	0.00	25,000.00	25,000.00	50,000.00	
397 04 09 101 Operating Trfr. From Fund #409	0.00	0.00	0.00	25,000.00	25,000.00	60,000.00	
397 Interfund Transfers	0.00	0.00	100,000.00	100,000.00	100,000.00	170,000.00	
<b>TOTAL REVENUES:</b>	<b>0.00</b>	<b>110,380.54</b>	<b>399,195.68</b>	<b>391,883.81</b>	<b>559,519.00</b>	<b>466,760.00</b>	
531 60 53 101 Nox Weed Real Estate Tax	38.45	160.01	0.00	0.00	0.00	0.00	

## 5 YEAR BUDGET COMPARISON

City Of Pacific  
MCAG #: 0423

Time: 11:09:23 Date: 12/14/2015  
Page: 2

### 101 Street

Account	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2014 Appropriated	2015 Appropriated	Comment
542 30 21 101 Benefits	0.00	-69.24	0.00	0.00	0.00	0.00	
542 30 31 101 Supplies - Field	8,942.75	5,033.51	0.00	0.00	0.00	0.00	
542 30 32 101 Fuel	6,612.95	5,276.12	0.00	0.00	0.00	0.00	
542 30 41 101 Professional Services	38,918.87	9,567.90	0.00	0.00	0.00	0.00	
542 30 45 101 Equipment Lease/Rent	4,195.91	0.00	0.00	0.00	0.00	0.00	
542 30 48 101 Repair & Maintenance	1,102.51	3,108.19	0.00	0.00	0.00	0.00	
542 30 49 101 Training/Dues/Settlements	11.50	11.75	0.00	0.00	0.00	0.00	
542 31 11 101 Salaries & Wages	0.00	-46.43	0.00	0.00	0.00	0.00	
542 31 35 101 Machinery & Equipment	0.00	435.30	0.00	0.00	0.00	0.00	
542 31 41 101 Street Striping	1,960.20	0.00	0.00	0.00	0.00	0.00	
542 31 48 101 Disposal for Vactor/Sweeper	2,688.21	848.63	0.00	0.00	0.00	0.00	
542 31 49 101 Settlements	500.00	0.00	0.00	0.00	0.00	0.00	
542 31 64 101 Machinery & Equipment	481.58	0.00	0.00	0.00	0.00	0.00	
542 33 41 101 Attorney Costs	503.75	0.00	0.00	0.00	0.00	0.00	
542 33 48 101 Butte Overlay Project	0.00	55,782.39	0.00	0.00	0.00	0.00	
542 63 47 101 Street Lights-Electricity	55,742.26	57,277.79	0.00	0.00	0.00	0.00	
542 64 31 101 Supplies: Traffic Control	6,553.01	4,828.37	0.00	0.00	0.00	0.00	
542 64 47 101 Signal Lights-Electric	3,360.19	3,140.24	0.00	0.00	0.00	0.00	
542 64 48 101 Signal Lights-Repair/Maint	4,250.78	58,302.08	0.00	0.00	0.00	0.00	
542 64 49 101 Training/Dues	0.00	56.45	0.00	0.00	0.00	0.00	
542 66 31 101 Supplies: Snow & Ice	449.92	760.33	0.00	0.00	0.00	0.00	
542 90 20 003 Uniform & Clothing	842.81	918.60	0.00	0.00	0.00	0.00	
542 90 20 101 Uniform & Clothing	0.00	60.46	0.00	0.00	0.00	0.00	
542 90 31 101 Vehicle/Equip Maint Supls	200.88	179.50	0.00	0.00	0.00	0.00	
542 90 35 101 Small Tools & Minor Equip	1,164.85	706.58	0.00	0.00	0.00	0.00	
542 90 41 101 Professional Services	270.00	292.02	0.00	0.00	0.00	0.00	
542 90 44 101 Taxes	163.05	0.00	0.00	0.00	0.00	0.00	
542 90 48 101 Vehicle Repairs	6,933.93	6,088.30	0.00	0.00	0.00	0.00	
542 90 49 101 Training/Dues/Misc	120.64	0.00	0.00	0.00	0.00	0.00	
542 91 31 101 Supplies-Admin	147.09	0.00	0.00	0.00	0.00	0.00	
542 91 35 101 Vehicle/Equip Maint Supls	1,382.81	2,151.52	0.00	0.00	0.00	0.00	
542 91 42 101 Communications/Phones	1,035.54	1,350.05	0.00	0.00	0.00	0.00	
542 91 46 101 Ins: General Liability	12,359.33	4,055.57	0.00	0.00	0.00	0.00	
542 92 42 101 Communications/Pagers	33.79	39.15	0.00	0.00	0.00	0.00	
542 94 42 101 Communications/Postage	42.47	0.00	0.00	0.00	0.00	0.00	
543 70 49 101 Misc/Assignment of Funds	2,710.00	0.00	0.00	0.00	0.00	0.00	
591 00 79 101 Street Sweeper Princ Key	12,928.37	12,928.37	0.00	0.00	0.00	0.00	
592 00 83 101 Brusher Inter PAC0423-0001	1,205.95	1,205.95	0.00	0.00	0.00	0.00	
594 42 64 101 Capital Equipment	4,051.50	0.00	0.00	0.00	0.00	0.00	
000	181,905.85	234,449.46	0.00	0.00	0.00	0.00	
542 30 10 101 Roads/Streets Ordinary Maintenance - Salaries & Wages	0.00	0.00	87,134.01	84,922.84	85,122.84	60,994.74	

## 5 YEAR BUDGET COMPARISON

City Of Pacific  
MCAG #: 0423

Time: 11:09:23 Date: 12/14/2015  
Page: 3

### 101 Street

Account	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2014 Appropriated	2015 Appropriated	Comment
542 30 12 101 Roads/Streets Ordinary Maintenance - Overtime	0.00	0.00	0.00	5,867.89	6,067.00	3,000.00	
542 30 20 101 Benefits	0.00	0.00	34,652.64	0.00	0.00	0.00	
542 30 21 101 Roads/Streets Ordinary Maintenance - Payroll Taxes	0.00	0.00	0.00	7,688.50	7,888.00	5,144.13	
542 30 22 101 Roads/Streets Ordinary Maintenance - Medical Benefits	0.00	0.00	0.00	21,479.29	23,479.00	16,391.35	
542 30 23 101 Roads/Streets Ordinary Maintenance - Retirement Benefits	0.00	0.00	0.00	8,239.24	8,439.00	6,193.13	
542 30 24 101 Roads/Streets Ordinary Maintenance - L&I Benefits	0.00	0.00	0.00	1,060.14	1,260.00	851.84	
542 30 31 101 Supplies - Field	0.00	0.00	6,851.15	3,145.38	3,345.00	4,000.00	
542 30 32 101 Fuel	0.00	0.00	4,918.99	5,437.62	5,637.00	5,000.00	
542 30 35 101 Machinery & Equipment	0.00	0.00	493.52	0.00	200.00	500.00	
542 30 41 101 Professional Services	0.00	0.00	16,731.43	7,540.61	7,740.00	8,000.00	
542 30 45 101 Equipment Lease/Rent	0.00	0.00	0.00	207.55	407.00	2,500.00	
542 30 48 101 Repair & Maintenance	0.00	0.00	7,240.61	7,918.45	8,118.00	9,000.00	
542 30 49 101 Training/Dues/Settlements	0.00	0.00	16.00	343.76	543.00	500.00	
542 31 35 101 Machinery & Equipment	0.00	0.00	0.00	1,652.63	1,852.00	1,000.00	
542 31 41 101 Street Striping	0.00	0.00	0.00	7,702.00	7,902.00	14,000.00	
542 31 48 101 Disposal for Vactor/Sweeper	0.00	0.00	0.00	3,721.87	3,921.00	5,000.00	
542 32 41 101 Chip Seal	0.00	0.00	0.00	0.00	500.00	100,000.00	
542 33 41 101 Attorney Costs	0.00	0.00	0.00	680.00	880.00	0.00	
542 63 47 101 Street Lights-Electricity	0.00	0.00	58,317.03	61,964.88	62,164.00	58,000.00	
542 64 31 101 Supplies: Traffic Control	0.00	0.00	1,871.80	5,762.32	5,962.00	6,500.00	
542 64 43 101 Travel	0.00	0.00	0.00	11.99	200.00	0.00	
542 64 47 101 Signal Lights-Electric	0.00	0.00	3,388.92	3,167.75	3,367.00	3,500.00	
542 64 48 101 Signal Lights-Repair/Maint	0.00	0.00	617.78	28,637.65	28,837.00	10,000.00	
542 66 31 101 Supplies: Snow & Ice	0.00	0.00	96.44	0.00	0.00	1,000.00	
542 90 20 101 Uniform & Clothing	0.00	0.00	744.43	1,797.68	1,997.00	1,725.00	
542 90 31 101 Vehicle/Equip Maint Supls	0.00	0.00	202.87	335.28	535.00	500.00	
542 90 35 101 Small Tools & Minor Equip	0.00	0.00	1,220.61	1,077.36	1,277.00	1,500.00	
542 90 41 101 Professional Services	0.00	0.00	3,193.43	0.00	500.00	500.00	
542 90 42 101 Communications	0.00	0.00	1,858.63	4,179.30	4,379.30	5,000.00	
542 90 46 101 Ins: General Liability	0.00	0.00	16,590.55	9,653.18	9,853.00	11,802.23	
542 90 48 101 Vehicle Repairs	0.00	0.00	7,846.42	11,209.32	11,400.00	8,000.00	
542 90 49 101 Training/Dues/Misc	0.00	0.00	625.69	354.50	554.00	750.00	
542 91 31 101 Supplies-Admin	0.00	0.00	0.00	195.06	398.00	1,100.00	
542 91 41 101 Roads/Streets Ordinary Maintenance - Professional Services	0.00	0.00	0.00	0.00	7,700.00	6,500.00	
542 Streets - Maintenance	0.00	0.00	254,612.95	295,954.04	312,424.14	358,452.42	
543 30 41 101 Lien & Filing Fees	0.00	0.00	216.00	0.00	500.00	300.00	

## 5 YEAR BUDGET COMPARISON

City Of Pacific  
MCAG #: 0423

Time: 11:09:23 Date: 12/14/2015  
Page: 4

### 101 Street

Account	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2014 Appropriated	2015 Appropriated	Comment
543 Streets Admin & Overhead	0.00	0.00	216.00	0.00	500.00	300.00	
591 95 75 101 Street Sweeper Principal	0.00	0.00	0.00	0.00	100.00	0.00	
592 42 83 101 Sweeper Interest Key Bank	0.00	0.00	0.00	0.00	100.00	0.00	
592 95 81 101 Sweeper Interest	0.00	0.00	0.00	0.00	100.00	0.00	
591 Debt Service - Principal Repayment	0.00	0.00	0.00	0.00	300.00	0.00	
595 90 64 101 Capital Equipment	0.00	0.00	13,237.14	0.00	0.00	0.00	
594 Capital Expenditures	0.00	0.00	13,237.14	0.00	0.00	0.00	
597 00 98 101 Transfer to Equipment Reserve	0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	
597 Interfund Transfers	0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	
<b>TOTAL EXPENDITURES:</b>	<b>181,905.85</b>	<b>234,449.46</b>	<b>268,066.09</b>	<b>310,954.04</b>	<b>328,224.14</b>	<b>373,752.42</b>	
FUND GAIN/LOSS:	-181,905.85	-124,068.92	131,129.59	80,929.77	231,294.86	93,007.58	

# **COMMUNITY SERVICES REPORT**

CITY COUNCIL

July 11, 2016

Mayor Guier and City Council:

## **Human Services Committee Meetings**

Tuesday, July 26, 2016, at 6:30pm in City Hall.

## **Free Family Community Bingo on July 19.**

The snack bar is open from 5:30 to 7:30pm and Bingo 6:00 to 8:00pm in the Pacific Gymnasium. The menu this summer will be hamburgers or hot dogs. Please pre-order your meal at Free Community Bingo.

## **NEW this year at Pacific Days: FREE Community Bingo.**

Scheduled for Saturday, July 9 from noon until 2:00pm in the park. COME and JOIN US!!!

## **Pacific Days Pancake Breakfast**

Saturday July 9, 2016 from 8:00 to 10:30am in the Senior Center. Join us for breakfast before the Pacific Days parade. Adult \$5.00, children 12 and under are \$3.00. Proceeds go to support our senior and youth programs.

## **Free Stone Soup Lunch Mondays**

At the Senior Center from 11:00am to 1:00pm. This lunch is free to all ages in our community. After lunch, stay for our Free Bingo from 3:00 to 4:00pm.

## **Senior Bus Trips to Local Parks**

On Thursdays, our senior bus is now going to our local parks for the walking event. Just call the senior center to get your name on the list. The bus leaves at 1:30pm. Some of the parks we walk at are Auburn Environmental Park, the Federal Way West Hylebos Wetlands, Game Farm Park and Brannon.

## **NEW at the Senior Center:**

Painting with watercolors! Drop in on the second Wednesday of the month at 2:00pm. The seniors are very excited to now have this activity!

## **Statewide Health Insurance Benefits Advisors (S.H.I.B.A.)**

At the Senior Center on Tuesday July 26<sup>th</sup> at 9:00am. Please call and to get on the list to have your free private consultation.

## **Downtown Auburn Sound Bites Summer Outdoor Lunch Concert.**

Our Senior Bus will be going Thursdays, July 14, 21 and the 28 the bus leaves at 11:30am. This event is very popular. Contact the Senior Center for more details and to sign up for our trip.

## **JAM Session**

Every Wednesday in the East Room 5:00 to 8:00pm. Come and enjoy with music with your friends.

## **Summer Lunch Program**

Started July 5, 2016, providing free lunch for children 1 to 18 years old. Lunch is served in the Gym from 12:00 to 12:20pm. Please drive safely as there are many children on campus this time of year.

## **Kung Fu Classes with Hidden Lake Kung Fu**

Youth Gym is now offering classes on Saturdays from 11:00am – 1:30pm. For more information please contact 253-244-1677 or [Hiddenlakekungfu.com](http://Hiddenlakekungfu.com)



**TO:** City Council Members  
**FROM:** Mayor Guier  
**MEETING DATE:** July 11, 2016  
**SUBJECT:** **Appointment to Planning Commission**

---

**ATTACHMENTS:**

- Application of DuWayne Gratz – Planning Commission
- 

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

**Summary:** Mr. Gratz has been a long-time member of the Park Board and is seeking appointment to the City of Pacific Planning Commission to fill an unexpired term ending December 31, 2020.

**Recommendation:** Mayor Guier recommends the appointment of Mr. DuWayne Gratz to the Planning Commission.

**Motion for Consideration:** I move to confirm the appointment of Mr. DuWayne Gratz to the Planning Commission for an unexpired term ending December 31, 2020.

**Budget Impact:**

**Alternatives:**



RECEIVED  
CITY OF PACIFIC

JUN 22 2016

CITY OF PACIFIC  
100 3<sup>RD</sup> AVE SE  
PACIFIC, WA 98047

COMMUNITY DEVELOPMENT  
PUBLIC WORKS DEPARTMENT

APPLICATION FOR BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

X I WOULD LIKE TO APPLY FOR:  
X Planning Commission \_\_\_\_\_ Park Board \_\_\_\_\_ Lodging Tax Committee \_\_\_\_\_ Civil Service Commission

NAME: Pawel Gratz DATE: 6/21/2016

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]

Pacific, WA 98047 WORK PHONE: NA

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):

Oasis Northwest Business Development Consulting, Inc. Pacific, WA.

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

2 years Green River CC, 2 years U of W landscape Architecture

PROFESSIONAL EXPERIENCE:

29 years experience in the architectural and engineering services field. See attached LinkedIn profile.

ORGANIZATION AFFILIATIONS:

None except member of Auburn School District Safety Committee.

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

I have extensive experience in the design and construction of horizontal and vertical construction projects with land use issues. Routinely research and respond to complicated government docs.

GENERAL REMARKS:

15 years plus resident.

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK  
100 3<sup>RD</sup> AVE SE  
PACIFIC, WA 98047

Pawel Gratz  
SIGNATURE

Search for people, jobs, companies, and more

Advertisements



Construction Mgt. Cert. - Move your construction career to the next level with this UW certificate | Read More »

Yes, publish an update to my network about my profile changes.

Yes

Add a background photo

Is this your current position?

Co-Founder, Senior VP - Contract Management and Company Administration at Associated Petroleum Gas Systems (APGS)

Yes No



DuWayne Gratz

Oasis NW Business Development Consulting, Inc., President; Associated Petroleum Gas Systems Inc., Co-Founder, Senior VP

Greater Seattle Area Marketing and Advertising

Current: Associated Petroleum Gas Systems (APGS), Oasis Northwest Business Development Consulting Inc.

Previous: BCRA, The Tsang Partnership, Louis Owen Inc

Education: University of Washington

View profile as

500+ connections

https://www.linkedin.com/in/duwayne-gratz-9671b713

Contact info

Add a section to your profile - be discovered for your next career step.



Summary

Adding a summary is a quick and easy way to highlight your experience and interests

Add summary



Language

This can help you find a new job, get a promotion, or transfer overseas

Add language



Volunteering Opportunities

View More

Organizations

Experience

Co-Founder, Senior VP - Contract Management and Company Administration

Associated Petroleum Gas Systems (APGS)

February 2015 - Present (1 year 5 months) | Western Washington

Associated Petroleum Gas Systems (APGS) is a technical services company providing environmentally innovative pollution reduction and power generation equipment.

Add Media: Document Photo Link Video Presentation

Add new skills with these courses

Profile Strength Revit 2017: New Features for Architecture



Viewers: 1,212

Building Roofs with Revit



Viewers: 4,185

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Agile Software Testing courses

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Online MBAs From an Affordable Non Profit Washington University Sign Up!

Who's Viewed Your Profile

5 Your profile has been viewed by 5 people in the past 15 days

19 Your rank for profile views moved down by 19% in the past 30 days

Unlock the full list with LinkedIn Premium

### President

Search for people, jobs, companies, and more



Advanced



#### Oasis Northwest Business Development Consulting Inc

April 2014 – Present (2 years 3 months) | Pacific, WA

- Skilled, self-motivated, organized, detail oriented, and dedicated professional with over thirty-six (36) years of experience as a business development and marketing leader while managing all facets of architectural and engineering projects to the highest standards of the profession with integrity.
- Proven track record of creating and leading strong multidisciplinary teams that provide high-quality, fast-track services including: pre-design, design, contract documents, quality control and construction administration.
- Utilized outgoing personality, positive attitude, strong team leadership abilities, excellent communication and time management skills to create and nurture strong firm brand.
- Responsible for Business Development and Marketing campaign resulting in the award of over \$700M of fast-track Design-Build construction projects, during the last six (6) years, on military bases and government facilities, in twenty-eight (28) states, Puerto Rico, Japan, South Korea.
- Repeatedly identified emerging markets for design services, developed capture strategies and then pursued nationwide.
- Created in-house design capabilities and developed subconsultant/contractor teams from the ground up. Successfully marketed these experienced D-B teams to existing and new clients.
- Praised by clients for performing timely and detailed reviews of RFQ/RFP solicitation documents and for ensuring that customized technical responses clearly met all RFQ/RFP selection parameters. Developed marketing materials specifically targeted to the marketplace to achieve this end result.
- Extensive past experience with many project types and diverse clientele including Federal, State, Public and Private sector while utilizing both Design-Bid-Build (D-B-B) and fast-track Design-Build (D-B) delivery for multiple concurrent projects and task orders.
- Assisted Panattoni Development Company on the winning GSA RLP for the D-B, 300,000 SF, FAA HQ in Des Moines, WA; lease value \$210M plus.

#### Notify your network?

Yes, publish an update to my network about my profile changes

#### Add new skills with these courses



**Revit 2017: New Features for Architecture**  
Viewers: 1,212



**Building Roofs with Revit**  
Viewers: 4,183



**AutoCAD 2017 Essential Training**  
Viewers: 4,331

[View more courses](#)

#### 1 recommendation



**Matthew Buchanan**  
Development Manager at Panattoni Development Company

I highly recommend that anyone developing a proposal for a government contract contact DuWayne Gratz. DuWayne played an integral role in the award of the lease for the Federal Aviation Administration's new 300,000 SF regional headquarters to [View](#)

Federal Aviation Administration's new regi...

### Principal

BCRA

July 1999 – March 2014 (14 years 9 months) | Tacoma, WA



- Skilled, self-motivated, organized, detail oriented, and dedicated professional with over thirty-six (36) years of experience as a business development and marketing leader while managing all facets of architectural and engineering projects to the highest standards of the profession with integrity.
- Proven track record of creating and leading strong multidisciplinary teams that provide high-quality, fast-track services including: pre-design, design, contract documents, quality control and construction administration.
- Utilized outgoing personality, positive attitude, strong team leadership abilities, excellent communication and time management skills to create and nurture a strong firm brand.
- Responsible for Business Development and Marketing campaign resulting in the award of over \$700M of fast-track Design-Build construction projects, during the last six (6) years, on military bases and government facilities, in twenty-eight (28) states, Puerto Rico, Japan, South Korea.
- Repeatedly identified emerging markets for design services, developed capture strategies and then pursued nationwide.
- Created in-house design capabilities and developed subconsultant/contractor teams from the ground up. Successfully marketed these experienced D-B teams to existing and new clients.
- Praised by clients for performing timely and detailed reviews of RFQ/RFP solicitation documents and for ensuring that customized technical responses clearly met all RFQ/RFP selection parameters. Developed marketing materials specifically targeted to the marketplace to achieve this end result.
- Extensive past experience with many project types and diverse clientele including Federal, State, Public and Private sector while utilizing both Design-Bid-Build (D-B-B) and fast-track Design-Build (D-B) delivery for multiple concurrent projects and task orders.

SEARCH FOR PEOPLE, JOBS, COMPANIES, AND MORE

Advanced

Notify your network?

Yes, publish an update to my network about my profile changes

Yes

Add new skills with these courses

- Revit 2017: New Features for Architecture**  
Views: 1,212
- Building Roofs with Revit**  
Views: 4,185
- AutoCAD 2017 Essential Training**  
Views: 4,331

View more courses

1 recommendation



Melissa Walton  
Independent Consultant

It has always been a pleasure to work with BCRA and DuWayne Gratz. The firm's background and expertise portfolio in the Federal Market always provided for a wonderful and successful teaming. Having such an extensive and diverse portfolio often...

Facilities Repair, Renewal Program award

Vice President

The Tsang Partnership

January 1988 – July 1999 (13 years 7 months) | Tacoma, WA

- Managed Pre-Design, Code Analysis, Design, Contract Documents, Quality Control, and Construction Contract Administration services for Public and Private Sector Design-Bid-Build projects and Federal Design-Build projects.
- Extensive Business Development and Marketing experience targeting and obtaining State and Federal A-E IDIQ contracts, negotiating these contracts and hourly rates, program management, task order management, scheduling, design package and RFP development, design quality control and construction administration.
- Managed hundreds of projects and task orders ranging including planning reports, Design-Build solicitations, plans, specifications, and cost estimates for Design-Bid-Build projects, master planning for future projects, field investigation, facility maintenance audits, existing structure upgrades, construction support and field inspections, and review of design-build submittals after award. Projects included new construction, tenant improvements and/or renovation of existing structures. Regularly managed up to twenty five (25) projects/task orders concurrently with up to fifteen - twenty (15 - 20) in-house staff.

Add Media: Document Photo Link Video Presentation

Project Manager

Louis Owen Inc

January 1985 – January 1986 (1 year 1 month) | Seattle, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Bid-Build hospitality projects in WA.



Add Media: Document Photo Link Video Presentation

Notify your network?

Yes, publish an update to my network about my profile changes



Project Manager

Don Kirkman, Architect

January 1983 – January 1985 (2 years 1 month) | Auburn, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Build projects, Churches, Schools, Nursing Homes, Psychiatric Care Facilities in twenty-six (26) states. Many fast-track, concurrent D-B projects.

Add Media: Document Photo Link Video Presentation

Add new skills with these courses

- Revit 2017: New Features for Architecture**  
Viewers: 1,212
- Building Roofs with Revit**  
Viewers: 4,183
- AutoCAD 2017 Essential Training**  
Viewers: 4,331

[View more courses](#) ▶

Project Manager

Smith Walmsley Architects

January 1982 – January 1983 (1 year 1 month) | Auburn, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Build projects, Churches, Schools, Nursing Homes, Psychiatric Care Facilities in twenty-six (26) states. Many fast-track, concurrent D-B projects.

Add Media: Document Photo Link Video Presentation

Project Manager

Don Kirkman, Architect

January 1981 – January 1982 (1 year 1 month) | Auburn, WA

• Managed Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Private Sector Design-Build projects, Churches, Schools, Nursing Homes, Psychiatric Care Facilities in twenty-six (26) states. Many fast-track, concurrent D-B projects.

Add Media: Document Photo Link Video Presentation

Designer

The Keimig Associates

September 1977 – January 1981 (3 years 5 months) | Auburn, WA

• Provided Pre-Design, Code Analysis, Design, Contract Document, Quality Control, and Construction Contract Administration services for Public and Private Sector Design-Bid-Build projects. K-12 Schools, Office Buildings, Churches and Residences in WA and WY

Add Media: Document Photo Link Video Presentation

[Add position](#)

Skills & Endorsements



Agenda Bill No. 16-065

**TO:** Mayor Guier and City Council Members

**FROM:** John Calkins

**MEETING DATE:** July 11, 2016

**SUBJECT:** WSP Statewide Electronic Collision and Ticket Online Records (SECTOR) Service Level Agreement, WSP Contract No. K12033

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**ATTACHMENTS:**

- Resolution No. 2016-352
- SECTOR Service Level Agreement between Pacific Police Department and Washington State Patrol.

---

**Previous Council Review Date:** 2009

**Summary:** In 2009 the Washington State Patrol, (WSP) implemented the Statewide Electronic Collision and Ticket Online Records (SECTOR) program which allows infractions, citations and collision reports to be filed electronically with the State and the Court. Pacific entered into an agreement with the WSP in 2009 and the Agreement expired on June 30, 2014. This Amendment replaces the previous expired Agreement in accordance with Section 11 of the Agreement.

**Recommended Action:** Allow the Amendment to be executed and signed.

**Motion for Consideration:** "I move to approve Resolution No. 2016-352 authorizing the execution of the SECTOR Contract Amendment between Pacific Police Department and Washington State Patrol."

**Budget Impact:** None

**Alternatives:** Resort to handwriting tickets and duplicate the work for the Court, State and Pacific Police staff.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-353**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON AUTHORIZING THE MAYOR TO SIGN A CONTRACT  
AMENDMENT WITH THE WASHINGTON STATE PATROL FOR SECTOR  
SERVICES.**

---

**WHEREAS**, the City of Pacific Police Department uses SECTOR on a daily basis to issue infractions, citations and complete collision reports, and

**WHEREAS**, SECTOR has vastly improved the process for issuing such documents to the State, Court and police records, and

**WHEREAS**, a great amount of time is saved at all levels by the electronic capability of the system.

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

**Section 1.** The Pacific City Council hereby authorizes the Mayor to sign and enter into the amended agreement with the Washington State Patrol for SECTOR services.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 11<sup>th</sup> DAY OF JULY, 2016.**

---

**Leanne Guier, Mayor**

**Attest:**

---

**Amy Stevenson Ness, City Clerk**

**Approved as to form:**

---

**Carol Morris, City Attorney**

**SECTOR Service Level Agreement  
Between  
Pacific Police Department  
And  
Washington State Patrol**

1. **Purpose.** This Service Level Agreement (Agreement) is between the Washington State Patrol (WSP) and the Pacific Police Department (a General authority Washington law enforcement agency as defined in Section 10.93.020 of the Revised Code of Washington; or an Office of a Prosecuting Attorney as defined in Chapter 36.27 of the Revised Code of Washington), referred to hereafter as the Agency. This Agreement defines roles and expectations in regard to the Statewide Electronic Collision and Ticket Online Records (SECTOR) processes including a method for resolving technical issues.
  
2. **Description of SECTOR.** SECTOR has three primary parts:
  - SECTOR Client is the application that operates on a vehicle computer or device, or a collision reviewer's workstation. SECTOR Client software will be used to create and transmit electronic collision reports, notice of infractions (NOI), and notice of criminal citations (NOCC).
  - SECTOR BackOffice is the application and database at WSP that accepts collision reports, NOIs and NOCCs. The SECTOR BackOffice application coordinates updates to the SECTOR Client software.
  - The third part is all applications that receive and process collision, NOI and NOCC data as collected either through SECTOR or on paper forms. These applications are under the control of a governing organization with representatives from the Washington Traffic Safety Commission (WTSC), WSP, the Administrative Office of the Courts (AOC), the Washington State Department of Transportation (WSDOT), and the Department of Licensing (DOL). This group is known as the SECTOR Governance Committee.
  
3. **Agency Responsibilities.** The Agency certifies that it operates computers to create or review vehicle collision reports and/or NOIs and/or NOCCs pursuant to federal, state, and local requirements using SECTOR Client. Under this Agreement the responsibilities of the Agency are:
  - a. The Agency shall designate a Local SECTOR Administrator as the primary contact for SECTOR and who will receive SECTOR Administrator training. The Local SECTOR administrator shall:
    - Administer user accounts for Agency personnel;
    - Accept modifications to the SECTOR Client;
    - Document and submit recommendations for modification of SECTOR via the change request process;
    - Manage the connection(s) needed to move data between SECTOR Client to SECTOR BackOffice applications;
    - Provide support for Agency users and reviewers;

- Update required Agency processes with the parameters of SECTOR.
  - Contact WSP Information Technology Division Customer Services to initiate a work order for problem resolution and tracking.
- b. Agency support staff will install SECTOR Client software on Agency-owned equipment. The Agency will not share the SECTOR Client with others.
  - c. The Agency acknowledges Appendix A, Statement on Collision Records Data. The Agency certifies that if it operates electronic equipment to create vehicle collision reports pursuant to federal, state and local requirements it will not disclose collision data except in compliance with federal and state law.
  - d. The Agency will adhere to the SECTOR application standards for the computing environment as published by WSP. The Agency will make its electronic collision, NOI and NOCC reporting equipment and system secure and prevent unauthorized use. The Agency will ensure Agency SECTOR equipment maintains current virus checking software. If the Agency SECTOR equipment becomes infected, the Agency will take all necessary steps to remove the virus and assure the virus is not transmitted to the SECTOR server located at and maintained by WSP.
  - e. Agency users and reviewers will transfer collisions, NOIs, and NOCCs regularly and promptly. All Agency users and reviewers will adhere to training program detailed in Appendix B, SECTOR Governance Committee Training Policies.
  - f. The Agency will be responsible for all required hardware and software purchases for the Agency use of the SECTOR Client application and the transmittal of collision reports, NOIs, and NOCCs to WSP, including Agency personnel, operating, maintenance, and data transmission costs. Any costs associated with the Agency interfacing with SECTOR BackOffice will be the responsibility of the Agency.
  - g. If the Agency is an Office of a Prosecuting Attorney, Agency users will not utilize the SECTOR client to create collision reports.
- 4. WSP Responsibilities.** WSP provides support for SECTOR Client and SECTOR BackOffice computing environment. Under this Agreement the responsibilities of WSP are:
- a. WSP will provide SECTOR Client software to the Agency at no charge. Maintenance of the SECTOR Client application is provided by WSP, including maintaining compliance with the business rules, data formats, and standardized collision report forms. WSP will provide the Web uniform resource locator (URL) address for connection to the SECTOR BackOffice application and security information to the Local SECTOR Administrator to assure client connectivity. WSP will provide a secure environment for collision, NOI, and NOCC data; and retain this data according to federal and state laws and regulations. WSP will also provide to the Agency any evasive action required to protect the SECTOR computing environment from significant risk.

- b. WSP will create Local SECTOR Administrator Account; train the Local SECTOR Administrator; and assist the Local SECTOR Administrator in administration of agency accounts.
  - c. WSP will provide a change request/control process; coordinate change requests describing issues or enhancements through the SECTOR Governance Committee; provide notification of application modifications; transmit NOIs and NOCCs to AOC; and transmit collision reports to DOT and DOL.
  - d. WSP reserves the right to review and approve Agency equipment security measures; and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP. This includes validation of current virus checking software packages.
  - e. WSP will support SECTOR Governance Committee sanctioned training.
  - f. WSP Information Technology Division Customer Services will provide first level telephone support twenty-four (24) hours-a-day, seven (7) days-a-week to assist the Agency in resolving problems with the SECTOR application. This support is limited to resolutions for routine questions on the SECTOR Client application and processes, including troubleshooting and password resets, and using pre-defined policies and procedures. Items not immediately resolved by WSP will be moved to a higher level of support within WSP; this higher level of support is provided during regular business hours, Monday through Friday.
- 5. Project Contacts.** WSP and Agency points of contact for this Agreement are identified in Appendix C, Project Contacts.
- 6. Changes and Modifications.** Except for changes to the points of contact information contained in Appendix C, changes in this Agreement are not in effect unless agreed upon by both WSP and the Agency. However, the Agency agrees to comply with changes in data formats, report forms and other business rules as required by WSP. The Agency will be notified when any changes or updates to these requirements occur. The revising party shall notify the other party of any changes to Appendix C within five (5) business days of the change taking affect.
- 7. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 8. WSP Staffing.** WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Chief of WSP or designee.
- 9. Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.



## APPENDIX A

### **Statement on Collision Records Data**

In 1938 Washington State law (currently RCW 46.52.060) authorized the Washington State Patrol (WSP) to file, tabulate and analyze collision reports; and to produce certain statistical information about collisions. For the next thirty years WSP maintained a largely manual system for filing collision reports generated over approximately five-year periods. WSP also produced some limited statistical collision data, primarily fatality and accident rate summaries, using paper punch card technology. Analysis of collision data for highway safety purposes was not possible because Washington State did not have a uniform collision report; data on collision reports was primitive and inconsistent; collision reports were not coded by precise roadway location; and no computerized database system existed.

In 1966 and 1973 the federal government enacted laws requiring states to create computerized collision databases in order to analyze the need for highway safety improvements; and to participate in federal programs to fund those improvements. These federal laws and their associated funding provided for states to adopt uniform collision reports containing detailed highway safety coding; and provided that information from these reports would be maintained in a computerized collision database with precise location coding of all collisions. These laws were implemented jointly by WSP and the Washington State Department of Transportation (WSDOT). Beginning in approximately 1970 WSP collected collision reports and entered the raw data into a computer. The data was then transferred to WSDOT for the creation of the collision database required under federal law. WSP maintained copies of individual collision records as well as its database, while WSDOT maintained their own collision database.

The WSP and WSDOT systems for filing individual collision reports, the entry of raw data into a computer, and the creation of the collision database remained unchanged until 1996. By this time the original WSP computer system used for data entry and storage and retrieval of collision records had become obsolete. An attempt to convert to an optical character recognition system was not successful. After an extensive discussion between WSP, WSDOT and the Washington State Office of Financial Management, the agencies concluded that functions related to the maintenance of copies of collision reports and computer input of raw collision report data could be most efficiently performed by WSDOT in conjunction with its already existing collision database function. Beginning in 2002, WSDOT not only created the collision database required by federal law but also, pursuant to an interagency agreement with WSP, began entering all raw collision data into WSDOT's computer. Pursuant to this interagency agreement, WSDOT also began work to develop an electronic imaging system to store and retrieve copies of individual collision reports. This imaging system was implemented in May 2003.

The current system for filing paper collision reports and creating the collision database will remain in effect until WSP, WSDOT and separate law enforcement agencies enter into a SECTOR Service Level Agreement to allow Agencies to file collision reports and transmit collision report data electronically to WSDOT. The Statewide Electronic Collision and Ticket Online Records (SECTOR) application was developed through a collaborative partnership that includes WSP, WSDOT, the Administrative Office of the Courts, the Department of Licensing, and local law enforcement agencies. SECTOR enables law enforcement officers to create electronic collision reports and other forms in the field, pursuant to federal, state and local requirements. This data is then transferred

to a central database where it is available for review, analysis and reporting by law enforcement agencies.

The Department of Licensing is an agency of the State of Washington authorized by law (RCW 46.52.030) to receive full access to collision reports for purposes of maintaining case records under RCW 46.52.120; for supplying abstracts of driving records under RCW 46.52.130; and to administer financial responsibility requirements when drivers are involved in traffic collisions under chapter 46.29 RCW. To perform these functions, they must review collision reports that are filed by law enforcement agencies and citizens.

Federal law prohibits data compiled or collected for purposes of complying with federal highway safety laws from being used in any action for damages arising from any occurrence at a location mentioned in the data (*Pierce County v. Guillen*, 537 U.S. 129 (2003)).

## **APPENDIX B**

### **SECTOR Governance Committee Training Policies**

#### **Training Requirements**

1. Every Agency that elects to use SECTOR must designate one person (up to three) to attend a Governance Team sponsored SECTOR Training Course. This ensures that each Agency using SECTOR will have at least one individual who has received training through the Governance Team sponsored SECTOR Training Course. An Agency may send more than three officers/deputies to Governance Team sponsored SECTOR Training Course when additional seats are available.
2. Individuals who have attended the Governance Team sponsored SECTOR Training Course should assume responsibility for training other users within their Agency.
3. Training courses conducted within an Agency must be coordinated with the SECTOR Training Coordinator.

#### **Training Recommendations**

1. Individuals conducting training within their Agency should be proficient with the SECTOR application prior to training additional users by using SECTOR for at least 90 days prior to conducting training. Agencies can request assistance from WSP or other agencies for training.
2. Agencies must designate a SECTOR point-of-contact through whom all SECTOR support questions will come to the WSP help desk. This point-of-contact will most often be the Agency's designated Local SECTOR Administrator. For urgent SECTOR issues or questions during non-standard work hours SECTOR users may contact the WSP Information Technology Division Customer Services.
3. Each Agency SECTOR User should receive training with the current version of the course materials and according to established course standards. These include:
  - a. Course manuals & exercises
  - b. Training materials
  - c. Suggested course duration (2 days)
  - d. SECTOR Training evaluation form (optional)
4. Individuals who have attended a Governance Team sponsored SECTOR Training Course and are experienced in the use of SECTOR are encouraged to serve as trainers in future Governance Team sponsored SECTOR Training Courses or with other agencies.
5. Recommendations for improvements to SECTOR should be directed to the Agency's Local SECTOR Administrator. The Local SECTOR Administrator sends recommendations/ feedback to WSP.

## **APPENDIX C**

### **Project Contacts**

#### 1. For WSP:

##### Technical issues and change requests:

Information Technology Division Customer Services Group

Telephone: (360) 705-5999

E-mail: [ITDCustomerServicesGroup@wsp.wa.gov](mailto:ITDCustomerServicesGroup@wsp.wa.gov) or [ITDHelp@wsp.wa.gov](mailto:ITDHelp@wsp.wa.gov)

##### Service Level Agreement issues:

Ms. Debbie Peterman

Information Technology Division

Washington State Patrol

Street Address: 403 Cleveland Avenue, Suite C, Tumwater WA 98501

Mailing Address: PO Box 42622, Olympia WA 98504-2622

Telephone: (360) 596-4976

E-mail: [sectoradmin@wsp.wa.gov](mailto:sectoradmin@wsp.wa.gov)

#### 2. For the Agency:

##### Technical issues and change requests:

Pacific Police Department

Detective Dave Newton

100 3rd Ave SE

Pacific WA 98047

[dnewton@ci.pacific.wa.us](mailto:dnewton@ci.pacific.wa.us)

253-929-1194

##### Service Level Agreement issues:

Detective Dave Newton

[dnewton@ci.pacific.wa.us](mailto:dnewton@ci.pacific.wa.us)

253-929-1194



Agenda Bill No. 16-065

**TO:** Mayor Guier and City Council Members

**FROM:** Public Works

**MEETING DATE:** July 11, 2016

**SUBJECT:** Professional Services Agreement for Civic Campus Feasibility Study and Master Plan

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**ATTACHMENTS:**

- Resolution No. 2016-354
- Professional Services Agreement
- Scope of Work and Budget

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

**Summary:** The City of Pacific Civic Campus and buildings are aging and are in need of extensive upgrades including heating ventilation and air conditioning to preserve the technological equipment, adequate space for future staffing needs and stakeholder services, adequate storage for document archives, etc. Large scale modifications of City facilities should be undertaken only after a thorough analysis of the future needs of required staffing levels.

The City followed the procedures in chapter 39.80 RCW to seek a qualified firm to prepare a Civic Campus Feasibility Study and Master Plan. After reviewing qualifications and conducting interviews, the City staff recommends the selection of Rolluda Architects, Inc. A contract has been prepared with a scope of work that includes this Study and Plan, in the amount of \$124,970.

**Recommended Action:** Staff recommends Council approve Resolution No. 2016-354, which authorizes the Mayor to sign the Professional Services Agreement with Rolluda Architects, Inc., in the amount of \$124,970.

**Motion for Consideration:** "I move to" approve Resolution No. 2016-354, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH ROLLUDA

ARCHITECTS FOR CIVIC CAMPUS FEASIBILITY STUDY AND MASTER PLAN IN THE AMOUNT OF \$124,970.

**Budget Impact:** If accepted by City Council, the cost of the services will not to exceed \$124,970.00. These funds have been allocated in the 2016 Budget.

**Alternatives:** None recommended

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-354**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ROLLUDA ARCHITECTS, INC. FOR FEASIBILITY STUDY AND MASTER PLANNING SERVICES IN THE AMOUNT OF \$124,970.

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**WHEREAS** The City of Pacific Civic Campus and buildings are aging and are in need of extensive upgrades including heating ventilation and air conditioning to preserve the technological equipment, adequate space for future staffing needs and stakeholder services, adequate storage for document archives, etc.; and

**WHEREAS** The City was budgeted \$125,000 for the development of a Civic Campus Feasibility Study and Master Plan; and

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

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

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

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

**Section 1**, The Pacific City Council hereby authorizes the Mayor to execute the professional services agreement attached to this Resolution between the City of Pacific and Rolluda Architects, Inc.. for Civic Campus Feasibility Study and Master Planning Services in the amount of \$124,970.00.

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

**APPROVED BY THE PACIFIC CITY COUNCIL THIS 11<sup>TH</sup> DAY OF JULY, 2016.**

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY

## CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 11th day of July, 2016, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and rolluda architects, Inc., a Washington State for Profit Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

rolluda architects, Inc. (hereinafter the "CONSULTANT")  
Address: 105 South Main Street, Suite 323  
City, State, Zip: Seattle, WA 98104

Contact: Mr. Alex Rolluda Phone: 206.624.4222 Fax: 206.624.4226

for professional services in connection with the following Project:

Civic Campus Feasibility Study and Master Plan

### TERMS AND CONDITIONS

#### 1. Services by Consultant.

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

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

#### 2. Schedule of Work.

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

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

3. **Terms.** This Agreement shall commence on June 27, 2016, ("Commencement Date") and shall terminate on March 31, 2017 unless extended or terminated in writing as provided herein.

**4. Compensation.**

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ 124,970 including all applicable taxes, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "\_\_\_\_\_."
- OTHER. \_\_\_\_\_

**5. Payment.**

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

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

**6. Discrimination and Compliance with Laws**

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

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

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

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

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

## 8. **Suspension and Termination of Agreement**

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

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

C. Rights Upon Termination.

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

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

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

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

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

**10. Ownership of Work Product.**

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

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

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

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or

suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

rolluda architects, Inc.  
Attn: Mr. Alex Rolluda  
105 South Main Street, Suite 323  
Seattle, WA 98104

Phone: 206.624.4222  
Fax: 206.624.4226

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

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

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

**17. General Provisions.**

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

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

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

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

as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF PACIFIC, WASHINGTON

rolluda architects, Inc.

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

By:   
Name: Alex E. Rolluda

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

Title: President

Attest:

Date: July 1, 2016

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

**City of Pacific**

**CIVIC CENTER CAMPUS SPACE NEEDS ASSESSMENT AND PHASED MASTER PLAN**

**Scope of Work**

**June 22, 2016**

**PROJECT INITIATION**

- 0.1** General Project Management
- 0.2** Background Data Collection/Review
  - 0.2.1 Review/Confirm general compliance of as-built drawings with existing conditions
  - 0.2.2 Conduct general zoning code review for City-Owned parcels
  - 0.2.3 Review other previous studies/information provided by City
- 0.3** Kick-off Meeting
  - 0.3.1 Conduct kick-off meeting with City. Combine with Visioning Process
- 0.4** Work Plan/Schedule
  - 0.4.1 Develop Work Plan and Project Schedule

**Deliverables:**

**Consultant:**

- Work plan, schedule
- Vision Statement

**City:**

- As-built drawings of City buildings
- Previous studies/information

**TASK 1 – NEEDS ASSESSMENT**

- 1.1** Assess City-wide space and facility needs for current and projected needs, including all City administrative and operational facilities. The evaluation is to include the square footage requirements for personnel, vehicles, equipment storage, personnel parking, visitor parking and other associated requirements for the daily operation of each department at the present time and the 20-year planning period.
  - 1.1.1 Develop, distribute, and process Departmental and Staff questionnaires to gain understanding of workspace needs and support space needs, adjacency requirements, special requirements (HVAC, electrical/lighting, acoustics, security, etc)
  - 1.1.2 Interview key personnel to review/confirm responses to questionnaires.

- 1.1.3 Assist City with development of criteria for space needs (space standards).
- 1.1.4 Develop Space Needs Analysis.
- 1.2** Analysis of current and future resources needed for optimized facility management.
  - 1.2.1 Conduct walk-through of City facilities with consultant team to develop a general understanding of building condition
  - 1.2.2 Conduct general review of building code as it relates to City facilities and master plan
  - 1.2.3 Documents findings in technical memo
- 1.3** Identify opportunities to optimize use of current space (*concurrent with Task 1.4*)
  - 1.3.1 Develop alternatives for reorganization of space to optimize use of existing facilities.
  - 1.3.2 Refine preferred option(s)
- 1.4** Provide recommendations describing the expansion of current spaces and/or new facilities.
  - 1.4.1 Develop options for expansion of existing spaces and/or new facilities to meet City's space and functional needs.
  - 1.4.2 Develop evaluation criteria based on vision statement
  - 1.4.3 Refine preferred option(s)
  - 1.4.4 Stakeholder Workshop #1 – conduct workshop with key stakeholders to review/evaluate options developed under Tasks 1.3 and 1.4 using criteria developed under Task 1.4.2
  - 1.4.5 Stakeholder Workshop #2 – conduct workshop with key stakeholders to review/evaluate preferred option(s)
- 1.5** A public involvement program that encourages the participation of interested parties as well as the City's boards and commissions.
  - 1.5.1 Assist City with development of public involvement program for master planning effort
- 1.6** A visioning process that will establish major plan objectives, goals, and policies for the preparation of the final master plan.
  - 1.6.1 Conduct Visioning workshop with City and Stakeholders in conjunction with Task 0.3 Kick-off Meeting.
  - 1.6.2 Develop Project Vision Statement establishing major plan objectives, goals, and policies
- 1.7** The creation of a dedicated and hardened Emergency Operations Center should be considered.
  - 1.7.1 As part of Task 1.1, needs for an EOC will be developed, documented, and incorporated into overall City Needs Assessment
- 1.8** Special space requirements calculated for individual departments, such as holding cell(s), interview/interrogation room, evidence room and weapons storage for the Police Department, permit/plans review center for Planning and Development Services, server room for Information Services, record storage, a flexible, multi-purpose City Council chambers/conference space with

modern public address and multimedia technology and emergency power generation for parts or all of City Hall.

1.8.1 As part of Task 1.1, needs for special space requirements will be developed, documented, and incorporated into overall City Needs Assessment, including Police Department, Planning and Development Services, Information Services, records, and Council Chambers.

1.9 Site-related security considerations for Police Department usages may also be important considerations for the selected site

1.9.1 As part of Task 1.1, site-related security needs will be developed, documented, and incorporated into overall City Needs Assessment.

**Deliverables:**

- Tech Memo listing required space needs for current and future staffing levels and criteria for establishment of the needs, and general building conditions

**Meetings:**

- Attend 4 public meetings

**Schedule:**

- Complete by September 30, 2016

**TASK 2 – FACILITIES PHASED MASTER PLAN**

2.1 Phasing for building(s) and site facilities.

2.1.1 Develop potential phasing plans for preferred alternatives

2.1.2 Develop Rough Order of Magnitude costs for preferred alternatives

2.2 Analysis of 3 final site plan alternatives, partnership opportunities, and cost estimates that reflect the approved vision and plan objectives identified through the visioning process, narrowing to three final options.

2.2.1 Develop evaluation criteria

2.2.2 Conduct analysis of site plan alternative

2.3 Feasibility analysis of the project including various implementation strategies utilizing public and private funding.

2.3.1 Conduct initial situation assessment

2.3.2 Conduct financial feasibility analysis

2.3.3 Develop conceptual level funding plan1.1.1

2.4 Options for meeting parking requirements and shared parking options with surrounding uses.

- 2.4.1 Study options for accommodating required parking for civic campus and potential to accommodate share parking with surrounding uses
- 2.5 Options for public gathering spaces and multi-purpose uses on site and within the existing or future building(s).
  - 2.5.1 Study options for creating public gathering spaces and other multi-purpose uses on civic campus site as well as within existing/new facilities
- 2.6 Options to achieve a site and building that is functional, efficient, safe/secure, incorporates quality systems and material, energy efficient with low operating and maintenance costs.
  - 2.6.1
- 2.7 Options for "Green Built" (e.g. LEED Gold), energy efficient and/or low impact development.
  - 2.7.1 Conduct high level exploration of incorporation of sustainable strategies into overall civic center campus.

**Deliverables:**

- Phased Master Plan with space allocations based on future needs developed under Task 1, and project cost estimates.

**Meetings:**

- Attend 4 public meetings

**Schedule:**

- Complete by December 31, 2016

**TASK 3 – COMPREHENSIVE PLAN AND CAPITAL FACILITIES PLAN AMENDMENTS**

- 3.1 Assist City with preparation of amendments to the Comprehensive Plan and Capital Facilities Plan.
- 3.2 Attend public presentation

**Deliverables:**

- Graphic support

**Meetings:**

- Public Presentation

**Schedule:**

- Complete by March 31, 2017



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architecture planning interior design

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## FEE PROPOSAL

Project Name: Pacific Civic Center Campus Space Needs Assessment & Master Plan

Prepared By: Richard Murakami

Project Contact: Jim Morgan

Date: 6/20/2016

1.8.1	(included under 1.1.4)		16			36				
1.9	Site-related Security Considerations									
1.9.1	(included under 1.1.4)		4							
	Tech Memo									
	Draft		8			10				
	Final		2			4				
	Public Meetings									
	Prep/Public Meeting #1	2	2							
	Prep/Public Meeting #2	2	2							
	Prep/Public Meeting #3	2	2							
	Prep/Public Meeting #4	2	2							
SUBTOTAL		20	138	0	0	150	0	0	\$	32,390
<b>TASK 2-Facilities Phased Master Plan</b>										
2.1	Phasing for Building & Site Facilities									
2.1.1	Dev Phasing Plans for Preferred Alts		12			14				
2.1.2	Dev ROM Costs for Preferred Alts		4							
2.2	Analy of 3+ Final Site Plan Alts, Partnership Opportunities, & Costs									
2.2.1	Dev Eval Criteria		2			4				
2.2.2	Conduct Analy of Site Plan Alts		12			22				
2.3	Feasibility Analy, Implementation Strategies		8			4				
2.3.1	Conduct Initial Situation Assessment									
2.3.2	Conduct Financial Feasibility Analysis									
2.3.3	Develop Conceptual Lev Funding Plan									
2.4	Options for Meeting Parking Rqmts		4			4				
2.5	Options for Public Gathering & Multi-functional Spaces		4			12				
2.6	Options to Achieve Site & Bldg that is Functional, Efficient, Safe/Secure, Incorporates Quality Sys & Mats, Energy Efficient w/ Low O/M Costs		12			24				
2.7	Options for "Built Green" (eg. LEED Gold)		4			6				
	4 Public Mtgs									
	Prep/Public Meeting #5	2	2							
	Prep/Public Meeting #6	2	2							
	Prep/Public Meeting #7	2	2							
	Prep/Public Meeting #8	2	2							
	Phased Master Plan w/ Space Alloc									
	Draft		8			16				
	Final		2			2				
SUBTOTAL		8	80	0	0	108	0	0	\$	19,780
<b>TASK 3-Comp Plan &amp; Capital Facil Plan Amendments</b>										

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architecture planning interior design

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## FEE PROPOSAL

Project Name: Pacific Civic Center Campus Space Needs Assessment & Master Plan  
 Project Contact: Jim Morgan

Prepared By: Richard Murakami  
 Date: 6/20/2016

301	Assist w/ Comp Plan & Capital Facil Plan Amendments								
301.1	Prepare Graphic		4			20			
301.2	Attend Public Presentation	2	2						
SUBTOTAL			2	6	0	0	20	0	0

\$ 2,600

	Principal	Project Manager	Architect	Designer III	Designer II	Designer I	Admin
Total Man Hours =	38	250	0	0	288	0	0
Salary Rates =	\$160.00	\$130.00	\$115.00	\$85.00	\$75.00	\$65.00	\$125.00
Salary Subtotal =	\$6,080.00	\$32,500.00	\$0.00	\$0.00	\$21,600.00	\$0.00	\$0.00

DESIGN SUBTOTAL \$ 60,180

RAI Travel & Per Diem 57.2 miles x 11 trips = 629.2 miles @ .54/ml.

\$ 340

Printing/Duplication Fees

\$ 100

DESIGN & REIMBURSABLES TOTAL \$ 60,620

Subconsultants			
Civil Engineering	AHBL		\$7,500.00
Landscape Architect	HBB		\$5,000.00
Structural Engineering	IDE		\$3,500.00
Mechanical/Electrical Engineering	Sazan		\$16,000.00
Cost Estimating	JR Iringan		\$5,000.00
Financial Strategist	BERK		\$21,500.00
	10% Mark-up on consultants		\$5,850.00
SUBCONSULTANTS SUBTOTAL			\$ 64,350

TOTAL \$ 124,970



**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** July 11, 2016  
**SUBJECT:** Surplus City Equipment

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**ATTACHMENTS:**

- Resolution 2016-355
- "Exhibit A"

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

**Summary:** The City desires to surplus twelve conference table chairs because they are old, have loose wheels, loose tilting mechanisms and are worn out"

**Recommendation/Action:** Staff recommends that Council approve Resolution No. 2016-355 that declares as surplus to City needs the following items shown in the pictures attached hereto as "Exhibit A":

- Twelve conference table chairs

**Motion for Consideration:** Move to approve Resolution No. 2016-355 A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE DISPOSAL OF SURPLUS CITY PERSONAL PROPERTY.

**Budget Impact:** None.

**Alternatives:** Do not approve.

**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2016 - 355**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING  
THE DISPOSAL OF SURPLUS CITY PERSONAL PROPERTY.**

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**WHEREAS**, the City of Pacific periodically takes inventory of its equipment that have exceed their life expectancy and are no longer needed for public use; and

**WHEREAS**, the City is desirous to recycle surplus equipment in an “as is” condition without express or implied warranties; and

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

Section 1. The equipment listed and identified on “Exhibit A” are surplus to the City’s needs and shall be through the free column on Craigslist.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11<sup>th</sup> DAY OF JULY, 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  
WASHINGTON**

**RESOLUTION NO. 2016 - 355**

**EXHIBIT A**

<b>Office Furniture/Miscellaneous</b>					
<b>Item</b>	<b>Qty.</b>	<b>Mfg.</b>	<b>Description</b>	<b>Serial or Model Number</b>	<b>Est. Value</b>
Chairs	12	Whitehall Furniture, Inc.	Wood and vinyl caster chairs – Cambridge Wedgewood Style – Color: Cognac	N/A	\$0





AGENDA BILL NO. 16-067

**TO:** Mayor Guier and City Council Members

**FROM:** Richard Gould, City Administrator

**MEETING DATE:** July 11, 2016

**SUBJECT:** Professional Services Agreement between Civic Live and the City of Pacific on Website Redevelopment.

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**ATTACHMENTS:**

- **Resolution No. 2016-356**
- **Civic Live license agreement for Website Development and hosting**

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**Previous Council Review Date:** May 2, 2016, April 11, 2016 and multiple Technology Committee Meetings in 2016.

**Summary:** The city's website needs to be updated. In August of 2015, a Request for Proposals issued, for the related work. Five responses were received by the City in October of 2015. The Technology Committee reviewed and scored the 5 proposals and rated Sitecrafting's proposal to be the one to take to the City Council. However due to a breakdown in communications the Mayor and Technology Committee have directed staff to bring the next two finalists Civic Live and Civic Plus to present to Council on redesigning the City's Website. Civic live was chosen after both vendors made presentations to the Mayor and Council on May 2, 2016. Since that time the City Administrator has worked with the City Attorney and CivicLive's attorney to complete the License Agreement before you tonight. They have both signed-off on this final contract. Once the Council votes to authorize the Mayor to execute the contract, the work will begin to rebuild the City of Pacific's new website.

**Recommended Action:**

Vote to authorize the Mayor to sign the Contract License Agreement with CivicLive to redesign the City's Website.

**Motion for Consideration:** I move to approve Resolution No. the Contract License Agreement between Reliance Communications, LLC and the City of Pacific, WA for the redesign of the City's Website.

**Budget Impact:** \$8,000

**Alternatives:** Stay with the current website.

**CITY OF PACIFIC, WASHINGTON**

**RESOLUTION NO. 2016-356**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RELIANCE COMMUNICATIONS (CIVICLIVE), LLC FOR WEBSITE REDESIGN, DEVELOPMENT AND IMPLEMENTATION OF A NEW WEBSITE FOR THE CITY OF PACIFIC.**

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**WHEREAS**, the City has a contract agreement with the City of Auburn to maintain the current City Website; and

**WHEREAS**, the City desires to enter into a contract with a consultant to develop a new website for the City, to promote communication and provide information to the public; and

**WHEREAS**, the City issued a RFP for the development of a new website; and

**WHEREAS**, the City desires to contract with CivicLive, which submitted a response to the City's RFP, for website redesign, development and implementation for the City, for an amount not to exceed \$8,000 (not including hosting); and

**WHEREAS**, the City desires to contract with CivicLive for the provision of website hosting, for the City, not to exceed \$1,500/annually;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:**

**Section 1.** The Council authorizes Mayor Guier to execute the attached contract with CivicLive for the provision of website redesign, development and implementation for the City of Pacific.

**Section 2.** This Resolution shall take effect and be in force immediately upon its passage.

**PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 11<sup>TH</sup> DAY OF JULY 2016.**

CITY OF PACIFIC

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Leanne Guier, Mayor

ATTEST:

---

Amy Stevenson-Ness, City Clerk

Approved as to Form:

---

Carol Morris, City Attorney

**LICENSE AGREEMENT – TERMS & CONDITIONS**

Between:

and:

**Reliance Communications, LLC**

**City of Pacific, WA**

100 Enterprise Way, Suite 300-A  
Scotts Valley, CA  
95066  
United States

100 3<sup>rd</sup> Pacific City Hall  
Pacific, WA 98047  
92354  
United States

(hereinafter referred to as "Provider")

(hereinafter referred to as "Client")

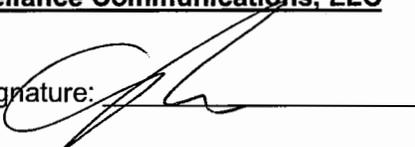
This Agreement sets out the terms pursuant to which Client may use the Licensed Materials (as that term is hereinafter defined).

The "PLATFORM SUITE License Agreement - Terms and Conditions" on the following pages of this document and the attached Appendices form an integral part of this Agreement. These documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out herein in this Agreement.

The parties by their authorized representatives and intending to be legally bound have entered into this Agreement upon execution of same, as indicated below (the "Effective Date").

**Reliance Communications, LLC**

**City of Pacific, WA**

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Name: NATE BROGAN

Name: \_\_\_\_\_

Title: SENIOR VP

Title: \_\_\_\_\_

Date: 7/1/2016

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

These Terms for Services (as defined below) apply to sales made by Provider Communications, LLC (“Provider”) to the Client issuing a purchase order or similar instrument to Provider (“Client”), as of the Agreement effective date (“Effective Date”). These terms consist of these terms and conditions and any order forms, purchase orders or statements of work referencing these terms or issued by Client to Provider, and any quotes from Provider to Client on which a purchase order is based describing the Provider Services that Provider agrees to provide to Client. The parties hereby agree as follows:

1. **Services.** The services are the automated services, business process services or other related services agreed to in the applicable Agreement, as reflected in Appendices A & B, and provided by Provider (the “Services”). The Agreement may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933), must incorporate this Agreement by reference, shall govern and control in case of conflict with any other agreement, and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable Agreement. Client shall look only to the Provider Affiliate that executes the Agreement with respect to any right or obligation with respect to such Agreement. By executing an Agreement or using or accessing the Services, Client agrees to be bound by this Agreement.

2. **Term and Termination.**

2.1. **Term.** This Agreement has a five (5) year term, and shall terminate, unless extended by mutual consent, five (5) years from the Effective Date.

2.2. **Termination for Convenience.** Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

2.3. **Termination For Cause.** The Agreement may be terminated for cause as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such Agreement that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the Agreement; provided that such right to terminate shall only be available for 30 days from the time that the non-violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

3. **Charges.** Client agrees to pay for the Services in accordance with the rates set forth in the applicable Agreement in addition to all applicable taxes, fees and surcharges set forth on Client’s invoice, to be identified in advance.

Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) or check thirty (30) days from the date of invoice. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or

invoices.

**4. Maintenance of Service.** Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services.

Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: Client or third party databases; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Systems and Materials"). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

**5. Representations and Warranties.**

**5.1.** Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable Agreement will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

**5.2.** Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Agreement; (b) the execution, delivery and performance of this Agreement and the applicable Agreement have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable Agreement; and (d) the signatory to this Agreement and the applicable Agreement possesses all necessary authority to enter into the Agreement and applicable Agreement.

**5.3.** Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that Client has not so complied.

**5.4.** Provider represents and warrants that Provider can grant the licenses, and privileges granted by this Agreement ("Licensed Materials").

**5.5.** Provider further represents and warrants that Provider has no actual knowledge of any infringement claims filed against Provider for practicing the Licensed Materials anywhere in the world. Except as set forth in this section and Section 8.2, Provider makes no representation, express or implied, with regard to infringement of any Licensed Materials. The Licensed Materials are provided "AS IS."

## **6. License and Content.**

**6.1.** Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the Agreement Term to use the Services set forth in the Agreement. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

**6.2.** Client is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). Client may use the Services to transmit Content or direct Provider to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). Client is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Client acknowledges and agrees that Provider does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject Client to laws or regulations and Client is solely responsible for and obligated to provide any required notification to those being recorded or taped.

**6.3.** Client represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages; (c) Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks.

**6.4.** Client further represents and warrants that: (a) it has obtained prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded message or text, ("Notification Services") and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating to any Notification Services or (2) the contacts that are the subject of such Notification Services are not initiated to induce the purchase of

goods or services or to solicit a charitable contribution (“Solicitations”), and (c) it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC’s Telemarketing Sales Rule.

**6.5.** Client acknowledges and agrees that where Provider reasonably believes that Client may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, Provider may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) not provide any Notification Services.

**6.6.** Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from Provider following Client’s instructions in sending the Messages or Client’s breach of any representation and warranty set forth in Sections 6.2 – 6.6.

**6.7.** Provider shall indemnify, defend and hold Client, its officers, officials, employees and agents harmless from and against any claims of loss, damages, liability, costs and expenses (including reasonable attorney’s fees and expenses, arising out of or resulting from the Client following the Provider’s instructions in the operation/maintenance of the Services.

## **7. Confidentiality and Proprietary Information.**

**7.1.** Each party may disclose (the “Discloser”) confidential and proprietary information (“Confidential Information”) to the other party (the “Recipient”). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party’s Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party’s obligations under this Agreement. Client’s Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information. Provider’s Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party’s Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Agreement or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient’s backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

**7.2.** Notwithstanding any other term hereof, it is hereby acknowledged that Client is subject to and bound by the Public Records Act (chapter 42.56 RCW). The Client shall not be liable to the Provider for any claim, cause of action or damages relating to the Client’s disclosure of

a public record, consistent with chapter 42.56 RCW.

**7.3.** Notwithstanding any other term hereof, the term “Confidential Information” shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

## **8. Indemnification.**

**8.1. General Indemnity.** Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement; (b) the Client Systems and Materials; (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or Clients ; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials. Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement. Nothing herein shall require the Provider to indemnify the Client for any claim or any portion of any claim that arises from the Client’s reckless, wanton, wrongful, or otherwise negligent acts of the Client. Nothing herein shall require the Client to indemnify the Provider for any claim or any portion of any claim that arises from the Provider’s reckless, wanton or otherwise negligent acts of the Provider.

**8.2. Provider Intellectual Property Indemnity.** Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the Agreement, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client’s willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or alteration of the Services as provided by Provider; (3) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (4) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (5) third party products or services. Notwithstanding the foregoing, in order to be indemnified to the extent stated, the Client must

operate the Licensed Materials within the instructions and technical limits provided or approved by the Provider. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

**8.3. Indemnification Procedure.** The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party

## **9. Miscellaneous.**

**9.1. Entire Agreement and Integration.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

**9.2. Notices.** Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

**9.3. Assignment.** This Agreement may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

**9.4. Waiver.** No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

**9.5. Independent Contractors.** The Agreement is not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

**9.6. Choice of Law.** This Agreement shall be governed under the laws of the State of Washington without regard for its choice of law principles. Client agrees that any legal action involving this Agreement in any way will be instituted in a court of competent jurisdiction located in the State of Washington, and Client consents to jurisdiction of the state or Federal

courts in the State of Washington over Client's person for purpose of such legal action.

**9.7. Enforcement.** All users of the Services must adhere to the terms of this Agreement. Either party has the right, but are not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. Provider may also access and disclose any information (including transactional information) related to Client's access and use of our website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our Clients; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

**9.8. Recording.** Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

**9.9. Taxes.** Provider shall add to each invoice and Client shall pay any sales, use, excise, value-added, gross receipts, services, labor related, consumption and other similar taxes or surcharges, however designated, that are levied by any taxing authority in connection with the provision or use of Services under this Agreement. If at any time during the Term of this Agreement, Provider believes that it is required by law to collect any new or additional taxes for which Client would be responsible for paying, Provider shall notify Client of such taxes, collect such taxes directly from Client and remit such taxes to the appropriate governmental authority. If any taxing authority determines at any time that Provider has incorrectly determined any tax liability regarding taxes for which Client is responsible pursuant to this Agreement, Provider shall have the right to invoice Client for such taxes determined by such taxing authority to be due and owing. If Client is exempt from taxes, Client shall provide a copy of any documentation evidencing such exemption before it begins to receive any of the Services.

**9.10. Severability.** If any provision of this Agreement is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement will continue in effect and be valid and enforceable to the fullest extent.

**9.11. No Third party Beneficiaries.** This Agreement is for the sole benefit of the parties to such Agreement and is not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

**9.12. Interpretation.** "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement is the joint work product of the parties thereto, and no inference may be drawn or rules of construction applied against either party to interpret ambiguities.

**9.13. Force Majeure.** Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

**9.14. Amendments.** Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

**9.15. Survival.** All provisions of this Agreement which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

**10. Limited Warranty and Limitation of Liability.**

**10.1.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

**10.2.** NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

**10.3.** EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE AGREEMENT APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

**APPENDIX A – LICENSED SOFTWARE AND FEES**

The Components which are the subject of the License, the Software Licenses granted to the Client and the fees payable to Provider hereunder are as follows:

1. **Licensed Software**

The Components of the Platform Suite which are licensed to the **City of Pacific, WA** hereunder are the following:

- SitePublish Web Content Management System.

2. **Software Licenses**

The utilization rights of the Client are as follows:

- (a) Client is granted an Unlimited-User Software License;
- (b) The Territory is the State of Washington.

3. **Professional Services Fees**

The following one-time Professional Services costs are included as part of the implementation:

Website Design, Development & Implementation*	\$8,000
Online Training	Included
Collaborative Content Migration	Included
Year Four Website Redesign Plan (if desired)**	Included
<b><u>Total Professional Services Fees:</u></b>	<b><u>\$8,000</u></b>

*\*See separately provided proposal documents, hereby incorporated as part of Appendix D of this Agreement for cost breakdown per project timeline.*

*\*\*Provided that Client has paid the annual fee for contract year four.*

4. **Payment Schedule re: Professional Services Fees**

- 50% on Contract Signing
- 25% on Delivery (installation of software in Client environment)
- 25% on Client Acceptance (UAT completion)

## **APPENDIX B – SAAS: HOSTING, MAINTENANCE AND SUPPORT**

### 1. Software-as-a-Service (SAAS)

The following are included as part of the Software-as-a-Service (SAAS):

- a) Enterprise-grade Data Protection and Unlimited-Bandwidth Website Hosting Services
- b) CMS Software Version Upgrades & Maintenance
- c) Unlimited Access to Technical Support

Client will pay Provider each year (each such term is referred to here as an “Annual Hosting, Maintenance & Support Term”) an **annual fee of \$1,500**\*\* due to Provider hereunder and is payable annually in advance.

This annual fee may be increased annually by no more than 5% by Provider by providing Client with notice of not less than thirty (30) days prior to the end of any given annual term.

*\*The initial Annual Hosting, Maintenance & Support Term is effective as of the contract execution date, and will remain in force for twelve (12) months (“Contract Year 1”).*

**\*\*This annual fee will not be charged/invoiced until twelve (12) months following contract execution, upon expiration of the initial Annual Hosting, Maintenance & Support Term (“Contract Year 2”).**

### 2. Technical Support & Maintenance Obligations

(a) Support: Provider will provide unlimited access to our Technical Support team once the Client’s website has gone live.

(b) Availability: CivicLive Support will be available through Provider’s Bug Tracking System and CivicLive’s Support Email account (support@civiclive.com) to Client between the hours of 8:00 a.m. and 7:00 p.m. (Eastern timezone), during any day, other than a Saturday, Sunday, statutory or civic holiday in Toronto, Ontario or the client’s local jurisdiction (“Normal Service Hours”).

(c) Response Time: During Normal Service Hours, CivicLive Support will respond to Client’s Support requests within twenty four (24) hours of the initial request. The time to solve, identify, diagnose, and correct errors (if necessary) will depend on the complexity of each problem.

(d) Emergency Support & Response Time: Provider will provide an emergency pager number for emergency support requests made outside of Normal Service Hours. Provider will guarantee a maximum four (4) hour response time, 24 hours a day, seven (7) days a week.

### 3. Client's Obligations

(a) Access: During each Hosting, Maintenance & Support Term, Client will provide Provider with reasonable access (via remote telecommunications or on-site access at Client's premises, as applicable) to Client's copies of the Licensed Software to the extent necessary, in Provider's discretion, to enable Provider to meet its support obligations as set forth in this Agreement.

(b) Communications Link: During this Agreement, Client may, at its sole expense, provide access via the Internet. Provider may be entitled to use this Internet connection in discharging its responsibilities under this Agreement. Provider shall have no liability to Client if Provider's ability to render support is impaired by Client's inability to provide telecommunications functionality required for remote support.

(c) Maintenance: Client shall designate two (2) individuals to be generally available to confer with Provider regarding Maintenance Services ("Maintenance Contacts"). Provider will provide Maintenance Services only to Client's Maintenance Contacts.

### 4. Fees for Other Services

Client shall reimburse Provider for reasonable travel expenses, and reasonable incidental expenses relating to Maintenance Service at Provider's then current prices then in effect. Provider shall bill such fees and expenses on a monthly basis, attaching time sheets normally used by Provider. Client shall not be liable for the aforesaid expenses unless Client has given Provider approval to incur them.

**APPENDIX C – MARKETING**

1. Client will make a reasonable attempt to work with the Provider’s Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
2. Client permits Provider to include an example of the Client’s home page and a link to the Client’s website on the Provider’s corporate website(s).
3. Client will make a reasonable attempt to work with the Provider Marketing Department to create a case study related to their website.
4. Client agrees to allow Provider to display a “Powered by CivicLive” insignia and web link at the bottom of their web pages.
5. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

**APPENDIX D – CIVICLIVE PROPOSAL**

The separately provided project proposal and pricing documents submitted by Provider / CivicLive in response to Client’s Request for Proposals (RFP) for the project that forms the subject of this Agreement are hereby incorporated as Appendix D of same.

<b>City of Pacific's Project Timeline - Sample</b>	<b>Estimated Duration (90 days)</b>
<b>Envisioning</b>	<b>11 Days</b>
<b>Kick-Off Meeting</b>	1 Day
<b>Project Charter &amp; Project Plan</b>	
<b>Present Draft Project Charter</b>	
Client Reviews and Provides Feedback	3 days
Final Project Charter Updates	2 days
Final Project Charter Sign-Off	1 day
<b>Present Draft Project Plan</b>	
Client Reviews and Provides Feedback	3 days
Final Project Plan Updates	2 days
Final Project Plan Sign-Off	1 day
<b>Buffer</b>	<b>5 days</b>

<b>Planning</b>	<b>34 days</b>
<b>Discuss Business Requirements</b>	10 days
<b>Information Architecture</b>	
Discuss Information Architecture Best Practices	1 day
Draft External Information Architecture (top three levels)	5 days
Review Draft Information Architecture	3 days
Updates Following Feedback	2 days
Information Architecture Sign-Off	1 day
<b>Graphic Design</b>	
Adjust Graphic Design Template with CLIENT Branding	5 days
Review Template	5 days
Updates following feedback	1 day
Graphic Design Sign-Off	1 day
<b>Content Migration Review</b>	
<b>Review current content and identify priorities</b>	5 days
<b>Define Content Migration Plan</b>	2 days
<b>Training Plan</b>	
Identify training participants	5 days
Define Training Plan	2 days
<b>Implementation</b>	<b>38 days</b>
<b>CivicLive Environment</b>	
Provision Software on Hosted Environment	1 day
Assign CivicLive URL	1 day
Website Design Implementation an Configuration	15 days
<b>Configure Site</b>	
Implement Look and Feel Template Mock-ups	15 days
Create Browse Permission for CLIENT	3 days
Look and Feel Template Sign-Off	1 day
<b>Stabilizing</b>	<b>48 days</b>
<b>Training</b>	
Account Creation for CLIENT Content Editors and Admins	1 day
Deliver Training Guides and Product Documentation	1 day
Deliver Training as Defined in Training Plan	1 Day
<b>Content Migration</b>	
Content Migration	30 days
Review Migrated Content	10 days
<b>Buffer</b>	<b>5 days</b>

<b>Deploying</b>	<b>3 days</b>
<b>Final Prep &amp; Go-Live Phase (Public-Facing)</b>	
Production Cutover	2 days
Conduct Content Quality Readiness Check	1 day
Finalize Cutover Plan	1 day
Production Cutover Sign-off an GoLive	1 day
Project Complete & System Sign-off	1 day
Final Acceptance Sign-off	1 day
<b>Post Go-Live</b>	
Provide Post Go-Live Support	1 day

**APPENDIX SIGNATURE BLOCK**

**Reliance Communications, LLC**

**City of Pacific, WA**

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Name: NATE BROLAN

Name: \_\_\_\_\_

Title: SENIOR VP

Title: \_\_\_\_\_

Date: 7/9/2016

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



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OCT 02 2015

PERSONNEL MANAGER

**PacificWA.gov Website Redesign,  
Development, and Implementation  
Project Proposal**

PREPARED FOR:  
**Richard Gould**  
City Administrator

The City of Pacific  
Washington

PREPARED BY:  
**John Julius**  
Proposal Developer

t: 1.877.519.3851 ext. 723  
e: john.julius@civiclive.com  
f: 1.866.204.6147

**CIVIClive**

CONNECT • ENGAGE • SERVE



# LETTER OF INTEREST

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ATTN: Richard Gould  
The City of Pacific

RE: Website Redesign, Development, and Implementation

Richard Gould,

I am pleased to present CivicLive's response to the City of Pacific's RFP for Website Redesign, Development, and Implementation.

The contents of this Technical Proposal address your project's requirements as outlined in your RFP. Our Technical Proposal is followed by a Cost Proposal that outlines our bid using CivicLive's pricing tables. The Cost Proposal also includes rate tables for additional professional services, and flat rates for additional training services we can offer if desired.

If your vendor evaluation team requires clarification about the contents of our Technical Proposal, we invite your team to a demo presentation that can be scheduled at your convenience with CivicLive's Project Director, Pdraig O'Shea. During this presentation, we can provide more details about our proposed solution, demonstrate our software, and conduct preliminary negotiations, if so desired.

We are thankful for having this opportunity to work with The City of Pacific, and look forward to forthcoming updates in your vendor evaluation process.

Sincerely,



**John Julius** | CivicLive Proposal Developer

Phone: 1.877.519.3851 ext. 723 | Email: john.julius@civiclive.com

175 Bloor St. E, South Tower, Suite 900

Toronto, Ontario, Canada

M4W 3R8

[www.civiclive.com](http://www.civiclive.com)

# CIVICLIVE QUALIFICATIONS AND PROPOSAL

## About Us

CivicLive operates within Reliance Communications LLC, a California based company and an independent subsidiary of West Corporation. The company is very profitable and stable, especially given the backing of West Corporation and its \$2.6 billion market capitalization. CivicLive was founded in 2001 and has constantly expanded to become a recognized and respected web solutions provider for North American towns, cities, counties, regional municipalities, agencies, and state/provincial governments.

“ Using the Internet to serve stakeholders better is our top priority. We want organization websites to be the instinctive first choice for community engagement, not an afterthought.

John Carbrey  
CivicLive CTO

### OUR MISSION:

Provide the public sector with enterprise-grade web software solutions it needs to succeed in an era where stakeholders are seeking more services and information from them on the Internet.

Our company's innovative approach to design and software development has garnered the praise of the technological community and has led CivicLive towards winning many technology and business accolades and awards. We continue to refine our solutions and services in order to build websites that will set new standards for years to come.

## Benefits of Partnering with CivicLive

CivicLive serves over 1,000 public sector institutions with web software solutions designed to meet their needs. For each project we undertake, our team brings 14 years of experience working with organizations. In other words, we've perfected the tools and techniques to make your Website Redesign, Development, and Implementation project a success.

- **WE HELP ORGANIZATIONS** make the best of their investment in websites as marketing tools by providing leading-edge creative web design services.
- **WE SET YOUR WEBSITE FREE** by offering no limits on hosting services, unlimited website hierarchies, and easy 3<sup>rd</sup> party app integration via APIs and Web Services.
- **WE'LL HELP YOU COMPLY** with public sector legal standards with unlimited records retention and security standards that have passed the Department of Defence's stringent standards.
- **WE STAY BUDGET FRIENDLY** with flexible SaaS solutions and streamlined project-management capabilities that save your City money.

# Easy-to-Use Website Content Management Software

The backbone of CivicLive's web solutions is our easy-to-use SitePublish web Content Management System [CMS]. This browser-based, enterprise-grade software has been continuously-improved by CivicLive's software development team and features numerous modules and functionality designed to simplify website content management and administration.

We've highlighted some key SitePublish features in this section, and encourage your team to schedule a presentation with us so we can showcase this functionality in a live demo.

 *Either maintain your website's currency and accuracy, or shut it down. Bad information is worse than no information.*

**Robert McArthur**  
eGovernment Project Director  
National Policy Research Council

## ■ WYSIWYG PAGE CONTENT EDITOR

Content creation and editing is powered by a What You See Is What You Get (WYSIWYG) Content Editor. This editor provides numerous tools from Word Processor-style formatting, spell checking, and multimedia management, making it simple to create and update a page's content.

## ■ FORMS & REQUEST SYSTEM

CivicLive offers a versatile Citizen Request System that can be used to simplify the process of discovering and requesting government services right from your website. This system can be used to fulfill a myriad of different roles, including (but not limited to):

- ✓ Requesting City Services
- ✓ Applying for Permits & Licenses
- ✓ Submitting Complex Web Forms

## ■ DRAG-AND-DROP PAGE DESIGNER

Place any of SitePublish's numerous widgets on webpages simply by dragging the widget you want from SitePublish's drag-and-drop interface. This easy-to-use element will place advanced page editing right in to the hands of even the most non-technical user.

## ■ CLOUD-BASED DOCUMENTS & MEDIA

Upload thousands of document and multimedia files your City uses in to SitePublish's centralized Document & Media Libraries to facilitate the creation of a completely digital archive and resource centre for staff and citizens. Using this tool, administrators, councillors, department heads and even citizens can work together to build, share and access an ever-expanding library of resources that will help City groups and communities accomplish their goals and stay engaged.

## ■ NEWS & ALERTS ENGINE

The News and Alerts Engine is a powerful tool that allows you to publish news or announcements in one central location and have them appear everywhere on the site that you want that content to be. The News & Alerts Engine supports RSS subscriptions, allowing your stakeholders to subscribe to your news feeds and receive notifications when new content is published.

## ■ **RSS-POWERED CALENDAR**

SitePublish's Calendar module supports multiple integrated calendars, allowing your staff to separate calendars by topic, and also merge calendars for stakeholder convenience. The calendar exports iCal files to Outlook to maintain consistency, and supports RSS subscription, allowing users to subscribe to events they want to be updated on.

## ■ **CONTENT SCHEDULING**

SitePublish also provides Content Scheduling tools that make it easy to plan ahead and be prepared for important page updates. These tools allow you to release information on a given date, remove a webpage from the public view on a given date, auto-archive a page, or send stale-content reminders and reports that make it easy to track which pages need to be updated.

## ■ **EASY 3<sup>RD</sup> PARTY INTEGRATION**

SitePublish supports seamless integration with 3<sup>rd</sup> party tools like Google Analytics, Social Media platforms, Multimedia Players for easy video streaming, and many more.

## ■ **ACCESSIBILITY MANAGEMENT**

Meeting W3C, WCAG, and Section 508 guidelines is always a priority for government websites, so SitePublish includes an Accessibility Checker to ensure your page meets all legal requirements for accessibility on an ongoing basis. SitePublish can also run reports out-of-the-box such as a broken link validator, content update and usage reports, and page error verification reports.

## ■ **USER PERMISSIONS MANAGEMENT**

SitePublish also provides the security and access control that an organization Website needs. Powerful User Permissions allow control over who can view, create, edit or delete site content. Your Administrators can give specific users the ability to access and modify the webpages or subsections that are most relevant to their role within your City organization.

## ■ **E-COMMERCE FRAMEWORK**

City services aren't always free. That's why CivicLive offers an E-Commerce Framework, allowing your City to offer paid online services such as registering for events right alongside cost-free services. In order to maintain security, transactions can be processed using PCI-compliant hosted pay page payment processors.

# Cost-Effective Long-Term Support Services

CivicLive has proposed a Software-as-a-Service (SaaS) solution as our response to your Website Redesign, Development, and Implementation project’s long-term requirements. With an SaaS solution, your City administrators will enjoy:

## ■ TECHNICAL SUPPORT SERVICES

CivicLive offers every client unlimited-access to our friendly Technical Support Specialists over numerous methods, including:

- ❑ A Toll-Free Support Hotline
- ❑ Email Support
- ❑ Live Online Chat
- ❑ Emergency Pager Support
- ❑ A Structured Support Escalation Process
- ❑ Technical Support Ticket Tracking
- ❑ Access to User Manuals and Multimedia over a Client Intranet

## ■ SITEPUBLISH SOFTWARE VERSION UPGRADES & MAINTENANCE

CivicLive invests considerable resources in to the long-term maintenance and development of our SitePublish CMS software. We give every client access to our software maintenance and upgrade services in order to ensure the SitePublish CMS your City uses is always the latest and best version of our software. Benefits of our Software Maintenance and Upgrades include:

- ❑ Getting access to the latest eGovernment tools and modules we develop for SitePublish
- ❑ Ensuring that software is always up-to-date with CivicLive’s latest security standards
- ❑ Software upgrades are handled by CivicLive’s team, which means your IT team never has to worry about spending time on installing updates themselves

## ■ ENTERPRISE-GRADE HOSTING & DATA PROTECTION SERVICES

Our enterprise-grade Hosting & Data Protection Services are extensive, and include:

- ❑ Unlimited-bandwidth hosting via our international, 14-point North American Content Distribution Network
- ❑ Weekly Full/Incremental Database Backup Services with Remote Location Storage
- ❑ Redundant Network, Power & Database structures
- ❑ Defined Firewall Architecture

## ■ AN UNLIMITED-USER SITEPUBLISH CMS SOFTWARE LICENSE

CivicLive doesn’t want to limit any City’s website management experience and processes by limiting the number of staff users who assume web management roles using our SitePublish CMS software. That’s why CivicLive’s Software-as-a-Service solution includes an unlimited-user software license that is bundled together along with technical support and software maintenance services in to one low annual services fee.

In other words, your website governance team will never feel pressured to limit the number of users on the SitePublish CMS; any member of your City’s staff can contribute to your new eGovernment strategy!

# DESCRIPTION OF RELATED EXPERIENCE

CivicLive solutions have been implemented with these valued clients and many more:

## Project

### The City of Tacoma

#### CITY WEBSITE DESIGN & DEVELOPMENT

CivicLive partnered with the City of Tacoma to create lasting changes in how Tacoma residents would interact with their government. Tacoma residents will be able to get any City information they want from any type of device thanks to our responsive full mobile-optimization solution.

[www.cityoftacoma.org](http://www.cityoftacoma.org)

### The City of Vallejo

#### CITY WEBSITE DESIGN & DEVELOPMENT

The City of Vallejo is a medium-sized city in the San Francisco Bay area that chose CivicLive to thoroughly modernize its web presence. Thanks to CivicLive's software and creative services, Vallejo stands out among its neighbors as a city that gets the most out of its municipal website!

[www.cityofvallejo.net](http://www.cityofvallejo.net)

### Saddle Hills County

#### COUNTY WEBSITE DESIGN & DEVELOPMENT

Saddle Hills wanted a new website to provide more information to residents, businesses, and industry in an engaging and effective manner. CivicLive worked closely with Saddle Hills to redesign their website, updating its appearance, structure, and delivery of content to simplify access and information-sharing between the public and the county.

[www.saddlehills.ab.ca](http://www.saddlehills.ab.ca)

## Contact Information

**Mike Hammoud, Web Lead**

253.502.2215

[mhammoud@ci.tacoma.wa.us](mailto:mhammoud@ci.tacoma.wa.us)



**Craig Whittom, Assistant City Manager**

707.648.4579

[cwhittom@cityofvallejo.net](mailto:cwhittom@cityofvallejo.net)



**Mike Archer, Communications Coordinator**

780.864.3760

[marcher@saddlehills.ab.ca](mailto:marcher@saddlehills.ab.ca)



# Mobile Optimization with Responsive Design

Between the anticipated eclipse of tablet sales over conventional computer sales and recent studies that show 28% of all website traffic being conducted using mobile devices, the message is clear to organizations: your stakeholders want information accessible on the go.

That's why CivicLive wants your City to offer web-based services where your stakeholders will use them the most: on their mobile phones, tablets, and other portable devices. For your Website Redesign, Development, and Implementation project, we'll make your website mobile-friendly with Responsive Web Design.



## BENEFITS OF RESPONSIVE DESIGN

Responsive Design maintains a consistent look and feel for your website across all platforms, keeping navigation familiar to end-users. Furthermore, services and functionality can be securely accessed from their mobile browsers at once, without the need to switch between multiple mobile apps that your City may have developed in the past; with a responsive-design website from CivicLive, the web services your stakeholders need are all there, just like with their desktop experience.



Responsive Design is the simplest, most effective means for making your website function optimally on any screen size and any device platform. Although responsive design may be the only form of mobile-optimization your website needs, CivicLive can also explore additional mobile solutions with your project team such as Android and iOS smartphone apps.



# PROJECT ORGANIZATION AND STAFFING

CivicLive's Delivery Team is the team of technical professionals that perform all of the tasks in CivicLive's SmartWork Project Implementation Methodology. These tasks include project management, website design and implementation, CMS configuration, training, and quality assurance.

## MATTHEW O'DONNELL | CIVICLIVE PROJECT MANAGER

### Education

Bachelors of Engineering in Electronic and Computer Systems, Honours

### Key Technical Skills

ASP.NET, Solution Design, HTML, CSS, JavaScript, API Integration Solutions

### Profile

CivicLive's Project Manager assigned to your project is Matthew O'Donnell – a dedicated technical and client specialist whose work extends to numerous recent and ongoing CivicLive implementations. Since joining CivicLive in 2009, Matthew has successfully provided implementation and project management services for a wide range of clients.

Matthew will be the primary point of contact between your City's Website Project Team and the CivicLive Delivery Team throughout our SmartWork Project Implementation Process.

## KEVIN COX | USABILITY & MOBILE OPTIMIZATION DESIGNER

### Education

Multimedia Design and Production Technician, Humber College

### Key Technical Skills

HTML, CSS, jQuery, Responsive Design, Usability Testing

### Profile

Kevin is a creative and technical specialist whose HTML and JavaScript web design skills have given him a reputation as a usability expert. He fulfills the crucial Usability & Mobility Optimization Designer role at CivicLive, where he focuses on turning design mockups and wireframes into a usable, cross-platform-compatible website through technical design implementation processes.

## JUDY WANG | SITEPUBLISH CMS ARCHITECT & DEVELOPMENT MANAGER

### Education

MSc Computer Sciences

### Key Technical Skills

C#, ASP.NET, Technical Design

### Profile

Judy has over fourteen years of software development and analysis experience. She is an expert in analyzing, designing and developing enterprise multi-tier Web applications. As a member of the CivicLive team for over seven years, Judy has led a team of developers whose work is deployed through the ever-expanding selection of SitePublish CMS modules.

## PADRAIG O'SHEA | PROJECT DIRECTOR

### Education

Hons. BSc Computer Engineering

### Key Technical Skills

Technical Design, C#, API Development & Integration Solutions, HTML, JavaScript, CSS

### Profile

As CivicLive's Project Director, Padraig provides overall product development strategy for our eGovernment solutions from a product roadmap perspective as well as a client-specific solutions perspective. Your City will be communicating with Padraig throughout the initial relationship-building stages to get your initial Website Redesign, Development, and Implementation project off the ground, and may also work with him again on future projects that require his expertise. Padraig is also the second tier contact person for any support escalations that are not immediately resolved by CivicLive's Technical Support Specialists.

# GENERAL APPROACH

CivicLive's SmartWork project implementation methodology guides both the City of Pacific staff and the CivicLive Delivery Team through a proven 8-phase process that ensures we eliminate risk, reduce rework, avoid unexpected delays, and meet all of your project core objectives. SmartWork's 8 phases are:



CivicLive kicks-off your Website Redesign, Development, and Implementation project with an Envisioning meeting resulting in the project's first deliverable: the Vision Scope Document.

A detailed planning phase where specific project goals, technical requirements and milestones ensues, resulting in the official Project Plan – a benchmark project document created by our Project Manager with input from your team.



CivicLive's Design Team takes over and completes our iterative Design Methodology, the phase where your site's Information Architecture, Wireframe, and Interface Design deliverables are all completed.

Our technical team then configures our SitePublish CMS based on the technical requirements outlined in the Planning phase. This phase ends with the SitePublish fully-configured and ready for your staff to be trained to use it.



Once SitePublish is configured, a CivicLive Training Specialist teaches your users how to use it in online or onsite training sessions focused on your users' specific roles and skillsets. We recommend at least two web-based training sessions for every client.

The combined efforts of your newly-trained staff and a CivicLive Migration Specialist come together to transfer webpage content for your existing website in to the relevant sections of your new CivicLive website.



CivicLive's Quality Assurance Analysis team conducts a detailed inspection of your site's page-level and functional quality, fixing any problems they find. This phase ends with a stable website ready to go live to the public.

Our SmartWork process ends with the launch of your website. This phase also marks the start of our SaaS Support Services which we'll provide for the duration of the Contract Term.



# SCHEDULE

The following table provides an estimated project timeline and highlights project milestones using our SmartWork Project Implementation Methodology.

Website Redesign, Development, and Implementation Project SmartWork Timeline	Est. Duration
 <b>THE ENVISIONING PHASE</b> Project Kick-Off Meeting	1 Day
 <b>THE PLANNING PHASE</b> Draft Master Technical Project Plan & Charter Client Reviews Technical Project Plan & Project Charter <b>FIRST MILESTONE: Finalized Technical Project Plan &amp; Charter Documents</b>	5 Days
 <b>THE DESIGNING PHASE</b> Conduct Vision & Requirements-Gathering Process Conduct Iterative Information Architecture Process Conduct Iterative Wireframing Process or Customize Template Conduct Iterative Interface Design Process or Customize Template <b>MILESTONE: Finalized Website Design</b> Implement Responsive Webpage Templates in CMS	10 Days
 <b>THE CONFIGURING PHASE</b> Provision Staging Environment Install SitePublish on Staging Environment Configure SitePublish Modules Integrate 3rd Party Software <b>MILESTONE: Fully-Configured Technical Solution</b>	20 Days
 <b>THE TRAINING PHASE</b> Conduct Training Sessions <b>MILESTONE: Fully-Trained City of Pacific Staff</b>	3 Days
 <b>THE MIGRATING PHASE</b> Collaborative Web Content Migration Collaborative Document & File Migration <b>MILESTONE: Beta Website Launch</b>	5 Days
 <b>THE STABILIZING PHASE</b> CivicLive Quality Assurance Process City of Pacific Staff User Acceptance Testing Period	20 Days
 <b>THE DEPLOYING PHASE</b> <b>FINAL MILESTONE: Website Launch!</b>	1 Day

# BUDGET

<b>One-Time Implementation Fixed Fee</b>	<b>\$8,000.00</b>
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**Our One-Time Implementation Fee covers costs associated with designing, developing and implementing your new website using our SmartWork Methodology. Key deliverables per SmartWork phase include:**

<p><b>Envisioning &amp; Planning Phase Deliverables</b></p> <ul style="list-style-type: none"> <li>Kick-Off Meeting</li> <li>Finalized Project Plan and Project Charter</li> </ul>	<p><b>Designing Phase Deliverables</b></p> <ul style="list-style-type: none"> <li>A Templated Responsive Website Design for PacificWA.gov</li> </ul>
<p><b>Configuring Phase Deliverables</b></p> <ul style="list-style-type: none"> <li>Complete SitePublish CMS Software Configuration</li> <li>Integration of Desired 3<sup>rd</sup> Party Software</li> </ul>	<p><b>Training Phase Deliverables</b></p> <ul style="list-style-type: none"> <li>Completion of Training Sessions</li> <li>User Manuals, Videos, and Online Resources</li> </ul>
<p><b>Migrating Phase Deliverables</b></p> <ul style="list-style-type: none"> <li>Completion of Desired Website Content Migration</li> </ul>	<p><b>Stabilizing Phase Deliverables</b></p> <ul style="list-style-type: none"> <li>Completed User Acceptance Testing with Testing Documentation</li> <li>A Stable Beta Website</li> </ul>
<p><b>Deploying Phase Deliverables</b></p> <ul style="list-style-type: none"> <li>PacificWA.gov goes Live!</li> <li>Finalized Project Documents</li> </ul>	

<b>Annual Software-as-a-Service Fixed Fee</b>	<b>\$1,500.00</b>
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**CivicLive’s Annual Software-as-a-Service [SaaS] Fee Includes the following services:**

<ul style="list-style-type: none"> <li>Enterprise-grade Website Hosting and Data Protections Services for PacificWA.gov</li> <li>SitePublish CMS Software Version Upgrades &amp; Maintenance</li> <li>Unlimited Access to Technical Support</li> </ul>	<ul style="list-style-type: none"> <li>Unlimited-User Software License</li> <li>A Redesign of your Website at the End of Contract Year #4 [if desired]</li> </ul> <p><b>PLEASE NOTE: There is no Annual SaaS Fee for Contract Year #1</b></p>
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Although our proposed Design, Development & Implementation costs include many hours of professional services, the following hourly rates are presented in the event that additional work is requested after your website’s launch:

<b>PROFESSIONAL SERVICES</b>	<b>HOURLY RATE</b>
Programing	\$150.00
Graphic Design; Content Optimization; Usability Testing/Improvement; Technical Support (for no-contract clients)	\$115.00
Quality Assurance Analysis; Project Management; Training	\$125.00
Marketing Specialist Services	\$90.00

**73,665.4260**  
**CITY OF PACIFIC**

**AGENDA BILLS**

AGENDA ITEM NO. Consent Agenda 9A MEETING DATE: July 11, 2016  
SUBJECT: Claim Voucher & Payroll Approval PREPARED BY: Richard Gould, Finance Director

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**SUMMARY:**

Approval of Payroll for the period of June 16, 2016 through June 30, 2016; Claims Voucher for June 28, 2016 through July 11, 2016.

<b>PAYROLL AUTO DEPOSIT</b>		\$	75,060.08
<b>PAYROLL CHECKS:</b>	4971 - 4976	\$	2,091.56
<b>EFT'S</b>		\$	122,556.75
<b>CLAIMS CHECKS:</b>	46983 - 47028	\$	230,512.82
<b>CLAIMS CHECKS VOIDED:</b>	46927 46854		
<b>TOTAL EXPENDITURES:</b>		<u>\$</u>	<u><b>430,221.21</b></u>

**RECOMMENDATION:** Approval of payment for Payroll and Claims

**MOTION:** Move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

**ATTACHMENTS:** Check Registers and Payroll Expense itemization

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

06/28/2016 To: 07/11/2016

Time: 15:49:18 Date: 07/06/2016  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4226	07/05/2016	Payroll	1	EFT		3,245.14	06/16/16 - 06/30/16 Payroll
4227	07/05/2016	Payroll	1	EFT		1,196.35	06/16/16 - 06/30/16 Payroll
4228	07/05/2016	Payroll	1	EFT		2,208.46	06/16/16 - 06/30/16 Payroll
4229	07/05/2016	Payroll	1	EFT		4,051.91	06/16/16 - 06/30/16 Payroll
4230	07/05/2016	Payroll	1	EFT		2,952.20	06/16/16 - 06/30/16 Payroll
4231	07/05/2016	Payroll	1	EFT		2,309.50	06/16/16 - 06/30/16 Payroll
4233	07/05/2016	Payroll	1	EFT		1,282.99	06/16/16 - 06/30/16 Payroll
4234	07/05/2016	Payroll	1	EFT		1,344.65	06/16/16 - 06/30/16 Payroll
4235	07/05/2016	Payroll	1	EFT		3,112.54	06/16/16 - 06/30/16 Payroll
4236	07/05/2016	Payroll	1	EFT		92.05	06/16/16 - 06/30/16 Payroll
4238	07/05/2016	Payroll	1	EFT		3,343.36	06/16/16 - 06/30/16 Payroll
4239	07/05/2016	Payroll	1	EFT		317.91	06/16/16 - 06/30/16 Payroll
4240	07/05/2016	Payroll	1	EFT		854.74	06/16/16 - 06/30/16 Payroll
4241	07/05/2016	Payroll	1	EFT		911.24	06/16/16 - 06/30/16 Payroll
4242	07/05/2016	Payroll	1	EFT		3,108.36	06/16/16 - 06/30/16 Payroll
4243	07/05/2016	Payroll	1	EFT		46.02	06/16/16 - 06/30/16 Payroll
4244	07/05/2016	Payroll	1	EFT		2,941.68	06/16/16 - 06/30/16 Payroll
4245	07/05/2016	Payroll	1	EFT		1,276.02	06/16/16 - 06/30/16 Payroll
4246	07/05/2016	Payroll	1	EFT		1,128.11	06/16/16 - 06/30/16 Payroll
4247	07/05/2016	Payroll	1	EFT		3,518.21	06/16/16 - 06/30/16 Payroll
4248	07/05/2016	Payroll	1	EFT		1,480.44	06/16/16 - 06/30/16 Payroll
4249	07/05/2016	Payroll	1	EFT		2,371.79	06/16/16 - 06/30/16 Payroll
4250	07/05/2016	Payroll	1	EFT		91.45	06/16/16 - 06/30/16 Payroll
4251	07/05/2016	Payroll	1	EFT		2,189.11	06/16/16 - 06/30/16 Payroll
4252	07/05/2016	Payroll	1	EFT		82.05	06/16/16 - 06/30/16 Payroll
4253	07/05/2016	Payroll	1	EFT		1,521.65	06/16/16 - 06/30/16 Payroll
4255	07/05/2016	Payroll	1	EFT		1,972.70	06/16/16 - 06/30/16 Payroll
4256	07/05/2016	Payroll	1	EFT		1,802.13	06/16/16 - 06/30/16 Payroll
4257	07/05/2016	Payroll	1	EFT		1,740.46	06/16/16 - 06/30/16 Payroll
4258	07/05/2016	Payroll	1	EFT		1,972.61	06/16/16 - 06/30/16 Payroll
4259	07/05/2016	Payroll	1	EFT		1,264.98	06/16/16 - 06/30/16 Payroll
4260	07/05/2016	Payroll	1	EFT		2,819.72	06/16/16 - 06/30/16 Payroll
4261	07/05/2016	Payroll	1	EFT		1,677.95	06/16/16 - 06/30/16 Payroll
4263	07/05/2016	Payroll	1	EFT		3,063.54	06/16/16 - 06/30/16 Payroll
4264	07/05/2016	Payroll	1	EFT		1,607.67	06/16/16 - 06/30/16 Payroll
4267	07/05/2016	Payroll	1	EFT		1,183.44	06/16/16 - 06/30/16 Payroll
4268	07/05/2016	Payroll	1	EFT		1,803.25	06/16/16 - 06/30/16 Payroll
4269	07/05/2016	Payroll	1	EFT		2,921.81	06/16/16 - 06/30/16 Payroll
4270	07/05/2016	Payroll	1	EFT		1,387.45	06/16/16 - 06/30/16 Payroll
4271	07/05/2016	Payroll	1	EFT		1,460.91	06/16/16 - 06/30/16 Payroll
4272	07/05/2016	Payroll	1	EFT		1,403.53	06/16/16 - 06/30/16 Payroll
4315	07/05/2016	Payroll	1	EFT	AFLAC	998.54	06/20/2016 To 07/05/2016 - AFLAC ACC Pre; 06/20/2016 To 07/05/2016 - AFLAC CAN Pre; 06/20/2016 To 07/05/2016 - AFLAC STD Post; 06/20/2016 To 07/05/2016 - AFLAC PSI Pre; 06/20/2016 To 07/05/2016 - AFL
4316	07/05/2016	Payroll	1	EFT	INTERNAL REVENUE SERVICE	27,408.64	941 Deposit For 07/05/2016 - 07/05/2016
4317	07/05/2016	Payroll	1	EFT	NW ADMIN TRANSFER ACCOUNT	14,858.20	06/20/2016 To 07/05/2016 - Medical - Police
4318	07/05/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	675.00	07/05/2016 To 07/05/2016 - DCP - DRS
4319	07/05/2016	Payroll	1	EFT	NW ADMIN TRANSFER ACCOUNT	29,476.40	06/20/2016 To 07/05/2016 - Medical- Clerical Union

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

06/28/2016 To: 07/11/2016

Time: 15:49:18 Date: 07/06/2016  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4320	07/05/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	9,968.66	06/20/2016 To 07/05/2016 - LEOFF 2
4323	07/05/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	19,919.37	06/20/2016 To 07/05/2016 - PERS 2; 06/20/2016 To 07/05/2016 - PERS 3
4324	07/05/2016	Payroll	1	EFT	ASSOC OF WASHINGTON CITIES	8,542.63	06/20/2016 To 07/05/2016 - Medical - Directors; 06/20/2016 To 07/05/2016 - LTD
4338	07/06/2016	Claims	1	EFT	WA ST DEPT OF LICENSING	183.00	CPL'S From June 2016. PF0000426-435
4340	07/11/2016	Claims	1	EFT	WA ST DEPARTMENT OF REVENUE	10,526.31	Excise Tax For June 2016
4232	07/05/2016	Payroll	1	4971		1,249.55	06/16/16 - 06/30/16 Payroll
4237	07/05/2016	Payroll	1	4972		87.05	06/16/16 - 06/30/16 Payroll
4254	07/05/2016	Payroll	1	4973		409.53	06/16/16 - 06/30/16 Payroll
4262	07/05/2016	Payroll	1	4974		92.05	06/16/16 - 06/30/16 Payroll
4265	07/05/2016	Payroll	1	4975		166.33	06/16/16 - 06/30/16 Payroll
4266	07/05/2016	Payroll	1	4976		87.05	06/16/16 - 06/30/16 Payroll
4207	06/28/2016	Claims	1	46983	JAYMARC - AV	36,474.97	
4325	07/05/2016	Payroll	1	46984	AMERICAN LEGAL SERVICES	57.92	06/20/2016 To 07/05/2016 - Legal Fee
4326	07/05/2016	Payroll	1	46985	D.R.I.V.E.	12.00	06/20/2016 To 07/05/2016 - DRIVE
4327	07/05/2016	Payroll	1	46986	TEAMSTERS LOCAL 117	2,092.61	06/20/2016 To 07/05/2016 - Union Dues; 06/20/2016 To 07/05/2016 - Initiation Fees
4328	07/05/2016	Payroll	1	46987	WESTERN CONFERENCE OF TEAMSTERS PENSION	5,123.53	06/20/2016 To 07/05/2016 - Union Pension
4354	07/11/2016	Claims	1	46988	AEROTECH ENVIRONMENTAL CONSULTING, INC.	5,250.00	CD: ENVIRONMENTAL SITE ASSESSMENT
4355	07/11/2016	Claims	1	46989	ALGONA COURTS	6,934.77	Algona Court For June 2016
4356	07/11/2016	Claims	1	46990	AUS WEST LOCKBOX	107.64	CITY HALL & POLICE: DOOR MATS
4357	07/11/2016	Claims	1	46991	KENNETH C BARNETT	8,750.00	ADMIN: SETTLEMENT BETWEEN BARNETT & CITY OF PACIFIC
4358	07/11/2016	Claims	1	46992	GAIL BENNETT	945.00	JUNE 2016 CICIL SERVICE COMMISSION SECRETARY
4359	07/11/2016	Claims	1	46993	CENTURYLINK	1,214.13	206-Z22-0482 920B
4360	07/11/2016	Claims	1	46994	CENTURYLINK	50.56	ACCT #: 79489727
4361	07/11/2016	Claims	1	46995	CIC VALUATION GROUP, INC.	13,500.00	CD: MORGAN PROPERTIES & JERSEY WEST LLC PROPERTY
4362	07/11/2016	Claims	1	46996	CITY OF ENUMCLAW	120.00	COURT: MAY 2016 JAIL SERVICES
4363	07/11/2016	Claims	1	46997	CITY OF SUMNER	1,881.00	JULY 2016 METRO ANIMAL SERVICES
4364	07/11/2016	Claims	1	46998	COLUMBIA FORD, INC.	90,034.11	POLICE: NEW VEHICLES
4365	07/11/2016	Claims	1	46999	COPIERS NORTHWEST INC	10.95	SENIOR: COPY MACHINE USAGE
4366	07/11/2016	Claims	1	47000	DATABAR INCORPORATED	1,042.33	PW: "ESTING FOR LEAD & COPPER IN YOUR WATER"
4367	07/11/2016	Claims	1	47001	ENVIRO-CLEAN EQUIPMENT, INC.	1,791.83	PW: VACTOR TRUCK REPAIRS
4368	07/11/2016	Claims	1	47002	H D FOWLER CO INC	3,021.71	PW: PARTS/SUPPLIES; PW: PARTS/SUPPLIES; PW: SUPPLIES

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

06/28/2016 To: 07/11/2016

Time: 15:49:18 Date: 07/06/2016  
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4369	07/11/2016	Claims	1	47003	HARBOR FREIGHT TOOLS	38.28	PW: SHOP SUPPLIES
4370	07/11/2016	Claims	1	47004	KIMBALL MIDWEST	251.05	PW: SUPPLIES; PW: SHOP SUPPLIES
4371	07/11/2016	Claims	1	47005	EDWIN MASSEY JR	100.00	POLICE: REIMB. FOR BIKE RODEO
4372	07/11/2016	Claims	1	47006	MCLENDON HARDWARE	4.33	PW: CITY HALL SUPPLIES
4373	07/11/2016	Claims	1	47007	MORRIS LAW P.C.	5,002.41	ADMIN: JUNE 2016 CITY ATTORNEY SERVICES
4374	07/11/2016	Claims	1	47008	NATIONAL CONSTRUCTION RENTALS	470.00	ADMIN: HONEY BUCKET RENTAL FOR TERRY HOME CAR SHOW
4375	07/11/2016	Claims	1	47009	NORTHSTAR CHEMICAL INC.	2,300.20	PW: SODIUM HYDROXIDE
4376	07/11/2016	Claims	1	47010	OLYMPIC TRAILER & TRUCK ACCESSORIES	336.93	PW: TRAILER TO MOVE EXCAVATOR
4377	07/11/2016	Claims	1	47011	PETROCARD SYSTEMS INC	4,078.89	ACCT #: 00-0077308   INVOICE #C077876; ACCT. #00-0077308   INVOICE #C072562
4378	07/11/2016	Claims	1	47012	PROSECUTING ATTORNEYS OFFICE	345.04	Crime Victims From Pacific Court; June 2016; Crime Victims From Pacific Municipal Court; June 2016
4379	07/11/2016	Claims	1	47013	PUGET SOUND ENERGY	59.06	PW: 174 STEWART RD. SW (SIGNAL)
4380	07/11/2016	Claims	1	47014	PUMPTECH INC	1,401.60	PW: CRANE TRUCK TO PULL PUMP
4381	07/11/2016	Claims	1	47015	L STEPHEN ROCHON	4,440.00	COURT: JUNE 2016 JUDGE SERVICES
4382	07/11/2016	Claims	1	47016	SAM'S CLUB/GEMB	407.06	POLICE: SUPPLIES
4383	07/11/2016	Claims	1	47017	SAM'S CLUB	221.20	YOUTH: SUPPLIES
4384	07/11/2016	Claims	1	47018	SCOTTLYNN GROUP, LLC	2,000.00	CD: COMMUNITY DEVELOPMENT DEPOSIT REFUND
4385	07/11/2016	Claims	1	47019	SPORTS SERVICE	349.86	POLICE: AMMUNITION
4386	07/11/2016	Claims	1	47020	STAPLES BUSINESS ADVANTAGE	274.59	CD & FINANCE: SUPPLIES
4387	07/11/2016	Claims	1	47021	THE RENTON PRINTERY, INC.	2,110.16	ADMIN: SUMMER 2016 NEWSLETTER
4388	07/11/2016	Claims	1	47022	TOTAL AUTO CARE	598.64	POLICE: VEHICLE MAINTENANCE; POLICE: VEHICLE MAINTENANCE; POLICE: VEHICLE MAINTENANCE
4389	07/11/2016	Claims	1	47023	UNION PACIFIC RAILROAD COMPANY	2,104.83	PW: PRELIM. ENGINEERING FOR DESIGN OF 8TH ST. E/STEWART   DOT 396597R   MO 157.75   PROGRESSIVE BILL NO. 1
4390	07/11/2016	Claims	1	47024	WA ST TREASURER	20,254.06	Algona Court For June 2016; Pacific Municipal Court For June 2016
4391	07/11/2016	Claims	1	47025	WASHINGTON STATE PATROL	534.00	POLICE: ACCESS USER FEE
4392	07/11/2016	Claims	1	47026	WASHINGTON TRACTOR	1,077.77	PW: BRUSHER PARTS
4393	07/11/2016	Claims	1	47027	WELLS FARGO FINANCIAL LEASING	187.80	PW: PLOTTER LEASE
4394	07/11/2016	Claims	1	47028	KRISTA C WHITE-SWAIN	3,150.00	COURT: JUNE 2016
						171,586.31	
001 General Fund						171,586.31	
098 General Fund Equipment Reserve						126,509.08	

**CHECK REGISTER**

City Of Pacific  
MCAG #: 0423

06/28/2016 To: 07/11/2016

Time: 15:49:18 Date: 07/06/2016  
Page: 4

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
	101 Street				22,604.61	
	107 Tourism				470.00	
	206 LID 3 Redemption				8,750.00	
	310 Stewart/Thornton Ave Rd Projec				2,104.83	
	401 Water				28,082.60	
	402 Sewer				25,520.26	
	409 Storm				15,622.21	
	630 Developer Deposit				2,000.00	
	640 Algona Court				14,856.94	
	800 Payroll EE Benefit Clearing				12,114.37	
					<hr/>	
					430,221.21	Claims: 233,936.07 Payroll: 196,285.14

Voucher Approval

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

on: \_\_\_\_\_.

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

Reviewed for Accuracy  
Finance Director: \_\_\_\_\_



## City Council Minutes

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**Regular Meeting**  
**May 23, 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 Katie Garberding, Kerry Garberding, Newlun, Oliveira, Storaasli, Mayor Pro Tem Steiger, Council President Kave, and Mayor Guier

Absent: None

### STAFF PRESENT

Community Development Manager Jack Dodge, Public Works Manager Jim Morgan, City Administrator Richard Gould, Lt. Edwin Massey, and City Clerk Amy Stevenson-Ness.

### ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

### AUDIENCE COMMENT

Speaking before Council:

NONE

### EXECUTIVE SESSION

At 6:32 p.m., Mayor Guier announced an executive session on three matters for potential litigation per RCW 42.30.110 (1)(i) for 30 minutes.

At 7:02, Mayor Guier extended the executive session for 15 minutes.

At 7:17, Mayor Guier extended the executive session for 15 minutes.

Mayor Guier reconvened the meeting at 7:32 pm.

## **REPORTS**

### **A. Mayor**

Mayor Guier reported:

- Council retreat was held on May 14;
- Fifth Monday will be held on the Fifth Tuesday for May for Ask the Mayor, in the chambers at 6:30.

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

City Administrator Gould reported:

- Staff will be preparing agendas as well as notes for committee meetings
- Use of Surface Tablets

### **C. City Attorney**

City Attorney Carol Morris discussed the following:

- Low income discount for utility rates  
A discount can be provided for low income residents but they need to be put into an ordinance and adopted.

The issue will be sent to the Governance Committee to be researched on the committee level.

### **D. Community Services**

The report was provided in the packet.

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

Acting Public Works Manager Jim Morgan reported:

- The conference room was painted during the weekend of May 21 and 22. Thank you to Valley Bible Church for their painting work.
- Received two proposals for the master plan/feasibility study. The committee will review the proposals and interview on June 6.
- Public Works Lead Bill Brookhart is out for the week for CDL training.
- The City of Pacific didn't receive grant funding for Stewart Road on the county level and it's looking like not for the West Valley Highway right-of-way funds.

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

Community Development Manager Jack Dodge reported:

- Getting environmental analysis for the Morgan and Tacoma Blvd properties.

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

Lt. Massey reported:

- Bike Rodeo will be on June 18. Volunteers are welcome and need to be on site at 9:30 a.m.

## H. City Council Members

No reports

## I. Boards and Committees

### i. Finance Committee

Council Member Justin Newlun reported the meeting was held May 11, 2016.

- City Hall needs and assessment RFP vendor proposal and interview committee member – The Committee discussed and decided that Committee Chair Justin Newlun would serve on the City Hall Needs and Assessment RFP Vendor choice and interview committee.
- Waive Utility Fees for Terry Harvey \$3,013.70, under the poor and infirm rule – discussion about waiving the allowable charges and fees for Mr. Harvey due to personal hardships. The Committee agreed to this. Staff is working with Mr. Harvey on paying the remainder \$650 plus due on his account.
- Net Operating Revenue (NOR) as of April 30<sup>th</sup> – Discussion with the committee about the status of the City Fund Budget and Cash Flow as of April 30<sup>th</sup>. The General Fund is up and the Utility Funds are all down. Staff also discussed the term Net Operating Revenue (NOR). This is the net of current revenues less current expenditures without beginning balances. This is the key indicator of Fund balancing.

The next Finance Committee Meeting is scheduled for Wednesday June 8<sup>th</sup> at 6:30pm.

### ii. Governance Committee

Council Member Storaasli reported the next meeting will be held on June 7, 2016, at 6:30 p.m.

### iii. Human Services Committee

Council Member Oliveira stated they met on April 26 to discuss the following:

- Discussed Family Bingo Night, over 60 people attended and had dinner;
- Discussed pancake breakfast during Pacific Days, July 10. Taking donations for pancake mix or sausage.
- Discussed activities for seniors at the center, including exercise programs and painting classes.

The next committee meeting will be held on May 24, 2016, at 6:30 p.m. in the Mayor's office.

### iv. Public Safety Committee

Council Member Kave stated the meeting on May 18 was canceled. The next meeting will be held on

### v. Public Works Committee

Council Member Steiger reported the next meeting will be held on June 1.

vi. Technology Committee

Council Member Kerry Garberding reported the meeting was held on May 19, 2016. Items discussed included:

- AV system build by Jaymarc AV Additions Update – Discussion about additional cost of setting up picture in a picture and how AV Capture (streaming) might make this unnecessary. Jack Calderon will attend a June council meeting to discuss why the system is working as advertised and necessary (re the microphones and other sound questions).
- Live Streaming – Presentation by AV Capture Rep Price Harmon on the services they provide on streaming and the benefits (saving staff time, linking agenda items to the video/sound to name a couple). The Committee asked staff to do some research into other Cities that use AV Capture, which will be completed this week. The Committee also requested that staff do some research into how this would impact PortaCourt.
- Website Build and Services proposals – The Committee directed staff to bring Civic Live as the vendor of choice to the City Council once a professional services agreement has been completed between the Vendor and the City Attorney. Targeted meeting on June 20<sup>th</sup> (workshop).
- Resolution to add an additional IP address for PortaCourt – Discussion about the additional cost for the necessary increase in IP addresses to enable PortaCourt to work. This was discovered to be \$64 per month.
- Other – The Committee directed staff to move forward with setting up a wireless network for the Youth Center. Approximate cost of \$500 - \$1,000.

The Technology Committee will next meet on Thursday, June 16<sup>th</sup> at 5:00pm in Mayor Guier's office at City Hall.

vii. Lodging Tax Advisory Committee

No meeting scheduled at this time.

viii. Park Board

Mr. Dodge reported the Park Board met the previous week to discuss the following:

- Update on Morgan and Tacoma Blvd properties
- Naming of the creek
- Trying to get more historical information

ix. Planning Commission

Mr. Dodge stated the next meeting will be on May 24, at 6:30 p.m. to discuss zoning code changes.

x. Pierce County Regional Council (PCRC)  
Council Member Storaasli stated there was no meeting

xi. Sound Cities Association (SAC)  
Mayor Guier reported:  
Ann McFarlane provided training;  
Discussed the Sound Transit III ballot measure and about policy and the opportunity to weigh in on the ballot measure.

SCA Networking Dinner with Congressman Dave Reichert will be on June 1, 2016, at the Renton Pavilion Event Center from 5:30 – 8:00 p.m. Tickets are \$45.

Mayor Guier stated the next meeting will be held on June 8, 2016.

xii. South County Area Transportation Board (SCATBd)  
Mr. Morgan reported the meeting was held on May 17.

xiii. Valley Regional Fire Authority (VRFA)  
Mayor Guier reported the meeting was held on May 10. The next meeting will be held on June 14.

## **OLD BUSINESS**

**A. Resolution No. 2016-345:** Agreeing to the conditional certification of the City of Pacific Comprehensive Plan and work plan addressing the conditions identified in the certification report.

**COUNCIL MEMBER STEIGER MOVED** to approve Resolution No. 2016-345 agreeing to the conditional certification of the City of Pacific Comprehensive Plan and work plan addressing the conditions identified in the certification report. Seconded by Council Member Katie Garberding.

Roll call vote was taken resulting as follows:

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

Nays: None

The motion carried 7-0.

**B. Resolution No. 2016-336:** Authorizing the Mayor to sign a Release of Easement granted to the city, located at 405/411 W. Valley Hwy.

**COUNCIL MEMBER STEIGER MOVED** to approve Resolution No. 2016-336 authorizing the Mayor to sign a Release of Easement granted to the city, located at 405/411 W. Valley Hwy.. Seconded by Council Member Oliveira.

Roll call vote was taken resulting as follows:

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

Nays: None

The motion carried 7-0.

**C. Resolution No. 2016-337:** Authorizing the mayor to accept a street frontage easement for public and private utilities and appurtenances granted to the city from Jerald Eck, 405/411 W. Valley Hwy.

**COUNCIL MEMBER STEIGER MOVED** to approve Resolution No. 2016-337 authorizing the mayor to accept a street frontage easement for public and private utilities and appurtenances granted to the city from Jerald Eck, 405/411 W. Valley Hwy. Seconded by Council Member Oliveira.

Roll call vote was taken resulting as follows:

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

Nays: None

The motion carried 7-0.

**D. Resolution No. 2016-338:** Authorizing the mayor to accept two utilities easements for public utilities and appurtenances granted to the city from Jerald Eck, 405/411 West Valley Highway.

**COUNCIL MEMBER STEIGER MOVED** to approve Resolution No. 2016-338 authorizing the mayor to accept two utilities easements for public utilities and appurtenances granted to the city from Jerald Eck, 405/411 West Valley Highway. Seconded by Council Member Kerry Garberding.

Roll call vote was taken resulting as follows:

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

Nays: None

The motion carried 7-0.

## **NEW BUSINESS**

**A.** Discussion of a budget amendment to staff the FTE for Police that was approved but not funded in the budget.

Council Member Kave stated a budget amendment should be brought forward to add an additional police staff as the city is working on hiring for positions in the Police Department.

Mr. Gould advised that a budget amendment is not necessary immediately and can be done at a later date.

**CONSENT AGENDA**

**A.** Payroll and Voucher Approval

**B.** Approval of the minutes of the workshops of May 2 and May 16, 2016, and meeting of May 9, 2016.

**COUNCIL MEMBER KATIE GARBERDING MOVED** to approve the Consent Agenda. Seconded by Council Member Kerry Garberding.

Voice vote was taken and carried 7-0.

**ADJOURN**

Being no further business, Mayor Guier adjourned the meeting at 8:30 p.m.

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Amy Stevenson-Ness, City Clerk



## City Council Minutes

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**Workshop**  
**June 6, 2016**  
**Monday**  
**6:30 p.m.**

### **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

As Council President Kave and Mayor Pro Tem Steiger were absent from the meeting, City Clerk Amy Stevenson-Ness announced their absence to Council and queried whom they would select to lead the workshop.

**COUNCIL MEMBER KATIE GARBERDING MOVED** to have Mayor Guier lead the workshop. Seconded by Council Member Newlun.

Voice vote was taken and carried 5-0.

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

### **ROLL CALL**

Present: Council Members Katie Garberding, Kerry Garberding, Newlun, Oliveira, Storaasli, and Mayor Guier

Absent Council President Kave, Mayor Pro Tem Steiger

### **STAFF PRESENT**

Court Administrator Kelly Rydberg, Community Development Manager Jack Dodge, Public Works Manager Jim Morgan, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

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

The agenda was approved unanimously by Council.

## **EXECUTIVE SESSION**

At 6:34 p.m., Mayor Guier announced an executive session for potential litigation per RCW 42.30.110 (1)(i) for 20 minutes.

At 6:54, Mayor Guier extended the executive session for 10 minutes.

Mayor Guier reconvened the meeting at 7:04 pm.

## **AGENDA ITEMS**

**A. AB 16-058: Ordinance No. 2016-1929:** Updating sections of Pacific Municipal Code Chapter 2.24, to insert relevant statutory provisions and removing provisions that lack authority under state law

Ms. Rydberg stated the Pacific Municipal Code needs to be updated to meet current RCWs.

On Council consensus, the item was moved forward to the meeting on June 13.

**B. AB 16-059: Ordinance No. 2016-1930:** Adopting an interim zoning ordinance prohibiting marijuana cooperatives in the City of Pacific.

Mr. Dodge stated this interim ordinance would prohibit marijuana cooperatives in the city as there is no provision currently. State law has changed to also include cooperatives.

On Council consensus, the item was moved forward to the meeting on June 13.

**C. AB 16-060: Resolution No. 2016-346:** Approving the Stormwater Technician job description

Mr. Morgan advised this position was discussed at the Council retreat. The union has accepted the description with minor tweaks.

On Council consensus, the item was moved forward to the meeting on June 13.

**D. AB 16-061: Resolution No. 2016-347:** Setting Monday, June 27, 2016, at approximately 6:30 p.m., as the time and place for a public hearing to receive public testimony regarding the City of Pacific's 2017-2022 Six-Year Transportation Improvement Plan (STIP).

Mr. Morgan advised the Six -Year Transportation Improvement Plan needs to be adopted every year. This resolution will set the required public hearing for public input on the STIP.

On Council consensus, the item was moved forward to the meeting on June 13.

**E. AB 16-062: Resolution No. 2016-348:** Authorizing the surplus of equipment that has outlived its useful life and been replaced.

Mr. Morgan stated the Public Works office has been reorganized and there are various items that are surplus to the City's needs.

On Council consensus, the item was moved forward to the meeting on June 13.

**F. AB 16-063: Resolution No. 2016-349:** Authorizing the approval of Amendment No. 1 to the agreement with King County Institutional Network Services for the addition of static IP addresses for video conferencing with SCORE Jail.

Mr. Gould stated additional IP addresses will be required. Auburn IT worked with King County I-Net to amend the contract and obtain the required IP addresses.

On Council consensus, the item was moved forward to the meeting on June 13.

**G. AB 16-064: Ordinance No. 2016-1931:** Accepting a donation from the Soroptomist Club, in the amount of \$500, to support the City of Pacific's Community Services Youth Program.

Mr. Gould advised the Soroptomist Club donated money to the Youth Program and it needed to be brought forward for approval given it was specifically for the Youth.

On Council consensus, the item was moved forward to the meeting on June 13.

#### **H. DISCUSSION: Annual Curb-side Clean up**

Mayor Guier advised that the issue of an annual curb-side cleanup had been brought forward in April and she is looking for Council feedback on when it should be held.

After discussion, it was decided to have the cleanup in late October. A box from Waste Management will be on site to use for branches and large waste as well as one for garbage to avoid loading up the yard waste bin with garbage.

#### **ADJOURN**

Council President Kave adjourned the workshop at 7:26 p.m.

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Amy Stevenson-Ness, City Clerk



## City Council Minutes

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**Regular Meeting**  
**June 13, 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 Katie Garberding, Kerry Garberding, Newlun, Oliveira, Storaasli, Council President Kave, and Mayor Guier

Absent: Mayor Pro Tem Steiger

**COUNCIL MEMBER KAVE MOVED** to excuse Mayor Pro Tem Steiger from the meeting. Seconded by Council Member Newlun.

Voice vote was taken and carried 5-1. (Katie Garberding)

### **STAFF PRESENT**

Community Development Manager Jack Dodge, Public Works Manager Jim Morgan, City Administrator Richard Gould, Public Safety Director John Calkins, and City Clerk Amy Stevenson-Ness.

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

Council Member Kerry Garberding added a discussion on executive sessions as Item 7A .

Mayor Guier stated an Executive Session will be held before the consent agenda.

Mayor Guier added a motion to approve voting delegates for AWC conference as Item 7B.

The amended agenda was approved unanimously by Council.

## **AUDIENCE COMMENT**

Speaking before Council:

NONE

## **REPORTS**

### **A. Mayor**

Mayor Guier reported:

- Gave a shout out to Gary Nitschke for his work on the community garden
- Council retreat was held on May 14;
- The annual AWC Conference will be held in Everett June 21 through 24.
- Third Tuesday Bingo Night will have some great new stuff starting in June.

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

City Administrator Gould reported:

- There was a power outage for about 15 seconds during the day. The server is okay.
- Server area is not good for the system. The air conditioning is running as much as possible. He is discussing the purchase of a virtual server to save money and not have it on-site. Paul Haugin, Auburn IT, will be presenting at the Technology Committee.
- The website rebuild contract negotiations are ongoing between the two attorneys. It will be brought to the Technology Committee Thursday night
- Low income disabled discount discussion will be coming to council on June 20.
- Municipal Budget & Fiscal Management training is being held in Tukwila. If any council members are interested, it will be July 28 & 29.
- Jack Calderon, Principle owner of JayMarc will be here on June 20 for answers regarding the A/V system.

### **C. Community Services**

The report was provided in the packet.

### **D. Public Works Department**

Acting Public Works Manager Jim Morgan reported:

- Had a meeting with Department of Transportation regarding West Valley Highway issues regarding the right of way.
- Will have Transportation Improvement Board training on June 15 regarding a new program for opportunities to preserve non-arterial streets;
- Will be attending the Army Corps meeting on June 15;
- Has interviewed architects for the master plan of city hall complex and has a tentative decision on whom to select;
- Received four proposals for the Transportation Element of the Comprehensive Plan. A committee needs to be created regarding this element.
- Spoke with OEM regarding , October 29 is open for clean up; date for clean up
- Recycling companies want to be involved in Pacific Days, UpTekk on Frontage Road. They will be going through Pacific Partnerships to coordinate their involvement.

## **F. Community Development Department**

Community Development Manager Jack Dodge reported:

- Received appraisals for all properties involved in Morgan and Tacoma Blvd properties;
- Received environmental assessments for the Morgan and Tacoma Blvd properties;
- Planning Commission meeting will be in a couple of weeks. Discussion will be regarding code revisions related to signs and daycare centers.
- Park Board CFT grants: discussion about upcoming budget, name the creek

## **G. Public Safety Department**

Mr. Calkins reported:

- Bike Rodeo will be on June 18. 10 a.m. to 1 p.m. Volunteers are welcome and need to be on site at 9:30 a.m.
- Provided summary of WASPC convention attended
- Testing for police officer oral boards will be on June 14;
- Evidence Custodian vacancy closes at the end of June.

## **H. City Council Members**

Council Member Oliveira reminded everyone that Pacific Days will be July 8, 9 and 10. Pacific Partnerships is desperately seeking volunteers for festivities.

## **I. Boards and Committees**

### **i. Finance Committee**

Council Member Justin Newlun reported the meeting was cancelled. The next scheduled meeting is July 13, 2016.

### **ii. Governance Committee**

Council Member Storaasli reported:

- The meeting was held on June 7, 2016. Discussed Executive Sessions and locations on the agenda.
- Next meeting possibly August because of the 4<sup>th</sup> of July holiday and rescheduling of the council workshop.

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

Council Member Oliveira stated:

- Discussed Family Bingo Night. Starting on June 21, incentive to encourage people to attend; Mayor donated a television – 32” smart tv; anyone who wins bingo gets ticket for tv drawing; end of September, names drawn, incentive to get more people involved
- Not tacos for summer burgers and hot dogs;
- Minutes from meeting?
- Could always use CMs to show support

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

Council Member Kave stated the meeting in June will be canceled.

v. Public Works Committee

Council Member Garberding reported the next meeting will be held on July 6.

vi. Technology Committee

Council Member Kerry Garberding reported The Technology Committee will next meet on Thursday, June 16<sup>th</sup> at 5:00pm in Mayor Guier's office at City Hall.

vii. Lodging Tax Advisory Committee

No meeting scheduled at this time.

viii. Park Board

Mr. Dodge reported the Park Board met the previous week to discuss the following:

- Update on Morgan and Tacoma Blvd properties
- Naming of the creek
- Trying to get more historical information

ix. Planning Commission

x. Pierce County Regional Council (PCRC)

Council Member Storaasli stated there June 16

xi. Sound Cities Association (SAC)

Mayor Guier reported:

- SCA policies
- Hired a part time Human Services Coordinator, worked out well for them, mayor asked for job description; Sammamish

Mayor Guier stated the next meeting will be held on July , 2016.

xii. South County Area Transportation Board (SCATBd)

Mr. Morgan reported the meeting was held on June 21:

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xiii. Valley Regional Fire Authority (VRFA)

Mayor Guier reported there will be a meeting on June 14.

## **OLD BUSINESS**

- A. Ordinance No. 2016-1929:** Updating sections of Pacific Municipal Code Chapter 2.24, to insert relevant statutory provisions and removing provisions that lack authority under state law.

**COUNCIL MEMBER KAVE MOVED** to approve Ordinance No. 2016-1929: Updating sections of Pacific Municipal Code Chapter 2.24, to insert relevant statutory

provisions and removing provisions that lack authority under state law.. Seconded by Council Member Storaasli.

Roll call vote was taken resulting as follows:

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

Nays: None

Absent: Steiger

The motion carried 6-0.

**B. Ordinance No. 2016-1930:** Adopting an interim zoning ordinance prohibiting marijuana cooperatives in the City of Pacific.

**COUNCIL MEMBER KATIE GARBERDING MOVED** to approve Ordinance No. 2016-1930: Adopting an interim zoning ordinance prohibiting marijuana cooperatives in the City of Pacific. Seconded by Council Member Oliveira.

Roll call vote was taken resulting as follows:

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

Nays: None

Absent: Steiger

The motion carried 6-0.

**C. Resolution No. 2016-346:** Approving the Stormwater Technician job description.

**COUNCIL MEMBER OLIVEIRA MOVED** to approve Resolution No. 2016-346 approving the Stormwater Technician job description Council Member Kerry Garberding.

Roll call vote was taken resulting as follows:

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

Nays: None

Absent: Steiger

The motion carried 6-0.

**D. Resolution No. 2016-347:** Setting Monday, June 27, 2016, at approximately 6:30 p.m., as the time and place for a public hearing to receive public testimony regarding the City of Pacific's 2017-2022 Six-Year Transportation Improvement Plan (STIP).

**COUNCIL MEMBER KAVE MOVED** to approve Resolution No. 2016-347 setting Monday, June 27, 2016, at approximately 6:30 p.m., as the time and place for a public

hearing to receive public testimony regarding the City of Pacific's 2017-2022 Six-Year Transportation Improvement Plan (STIP). Seconded by Council Member Katie Garberding.

Roll call vote was taken resulting as follows:

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

Nays: None

Absent: Steiger

The motion carried 6-0.

- E. Resolution No. 2016-348:** Authorizing the surplus of equipment that has outlived its useful life and been replaced.

**COUNCIL MEMBER KAVE MOVED** to approve Resolution No. 2016-348 Authorizing the surplus of equipment that has outlived its useful life and been replaced. Seconded by Council Member Katie Garberding.

Roll call vote was taken resulting as follows:

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

Nays: None

Absent: Steiger

The motion carried 6-0.

- F. Resolution No. 2016-349:** Authorizing the approval of Amendment No. 1 to the agreement with King County Institutional Network Services for the addition of static IP addresses for video conferencing with SCORE Jail.

**COUNCIL MEMBER KAVE MOVED** to approve Resolution No. 2016-349 authorizing the approval of Amendment No. 1 to the agreement with King County Institutional Network Services for the addition of static IP addresses for video conferencing with SCORE Jail.. Seconded by Council Member Oliveira.

Roll call vote was taken resulting as follows:

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

Nays: None

Absent: Steiger

The motion carried 6-0.

G. **Ordinance No. 2016-1931:** Accepting a donation from the Soroptomist Club, in the amount of \$500, to support the City of Pacific's Community Services Youth Program.

**COUNCIL MEMBER KATIE GARBERDING MOVED** to approve Ordinance No. 2016-1931 Accepting a donation from the Soroptomist Club, in the amount of \$500, to support the City of Pacific's Community Services Youth Program. Seconded by Council Member Oliveira.

Roll call vote was taken resulting as follows:

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

Nays: None

Absent: Steiger

The motion carried 6-0.

## **NEW BUSINESS**

### **A. Discussion regarding executive sessions.**

Council Member Kerry Garberding stated the issue of the placement of executive sessions on the agenda had been brought to him by a citizen and asked if the executive sessions could be placed at the end of the meetings to avoid making the citizens who actually attend the meeting having to wait for up to an hour at the beginning of the meeting.

Mayor Guier stated she has already addressed the situation and, if possible, the executive sessions will be scheduled for the end of the meetings.

### **B. AWC Voting Delegates for annual business meeting in Everett.**

Mayor Guier stated this is a housekeeping item. Delegates need to be appointed in order for the city to be able to vote at the AWC business meeting on June 23.

**COUNCIL MEMBER OLIVEIRA MOVED** to appoint Mayor Guier and City Administrator Gould as the voting delegates at the annual AWC business meeting. Seconded by Council Member Storaasli.

Voice vote was taken and carried 6-0.

## **EXECUTIVE SESSION**

At 7: 28 p.m., Mayor Guier announced an executive session for potential litigation per RCW 42.30.110 (1)(i) for approximately 10 minutes with possible action afterward.

At 7:38, Mayor Guier extended the executive session for 3 minutes.

At 7:41, Mayor Guier extended the executive session for 15 minutes.

Mayor Guier reconvened the meeting at 7:41 pm.

**COUNCIL MEMBER KERRY GARBERDING MOVED** to approve a settlement to Ken Barnett in the amount of \$8,750. Seconded by Council Member Storaasli.

Voice vote was taken and carried 6-0.

### **CONSENT AGENDA**

**A.** Payroll and Voucher Approval

**COUNCIL MEMBER KATIE GARBERDING MOVED** to approve the Consent Agenda. Seconded by Council Member Oliveira.

Voice vote was taken and carried 6-0.

### **ADJOURN**

Being no further business, Mayor Guier adjourned the meeting at 7:43 p.m.

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Amy Stevenson-Ness, City Clerk



## City Council Minutes

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**Workshop**  
**June 20, 2016**  
**Monday**  
**6:30 p.m.**

### **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

Present: Council Members Katie Garberding, Kerry Garberding, Newlun, Oliveira, Storaasli, Steiger, and Kave, Mayor Guier

### **STAFF PRESENT**

Public Works Manager Jim Morgan, City Administrator Richard Gould, Court Administrator Kelly Rydberg and Finance Tech II Angelica Solvang

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

The agenda was approved unanimously by Council.

### **PRESENTATION FROM JACK CALDERON, JAYMARC A/V**

Jack Calderon, President of Jaymarc A/V, was present to address questions from Council.

Mayor Guier states she would have liked to have the TV screen show the live streaming of the Council meeting along with the agenda on a split screen. Mr. Calderon states that the City does not have the piece of equipment to do the picture in picture option. The Port A Court is an input into the system that is separate from the picture in picture equipment. Tyson, the designer of the system, informed Council that the recording system is capable of picture in picture for recording however not for sending out in the stream. There are two different video streaming systems in the current piece of equipment the City has. One is A/V Capture All and the other is the FTR recording system which is on the computer. The A/V Capture All has a second input for a composite

video which is a low resolution video. Mr. Calderon informed Council if they would like a high definition picture in picture while streaming then the City would need to purchase a picture in picture processor which is around \$2,000.

City Administrator Richard Gould commented that staff is working with A/V Capture which would provide the streaming of both the Council meeting alongside the agenda.

Council Member Newlun asks if there is a refreshing system where it is going to automatically change on the screen when there is presentation. Mr. Calderon stated that the main intent for air media is to do a wireless presentation from a mobile device, computer or laptop to a presentation monitor. It does not send motion video to your laptop for viewing. If Council would like to view a presentation live, Council can login to the IP address and see the stream that is going to the FTR system on the web page.

## **AGENDA ITEMS**

### **A. AB 16-059:** Discussion regarding Senior/Disabled Utility Discounts.

City Administrator Richard Gould stated Angelica Solvang gathered the documents showing the history of the senior/disabled low income discount. In 2008 an ordinance was passed that put into the place the discount. There was very little paperwork that needed to be filled out. In 2013, Ordinance 1822 clearly stated more information was needed to verify the integrity of citizens applying for these discounts. Staff is following the Pacific Municipal Code the City established. Council may write into an ordinance how citizens may apply for the discount. The discount form is following the Department of Housing and Urban Development guidelines which contain specific criteria in order to qualify as low income.

The difference between veteran retirement benefits versus veteran disability benefits as income was discussed.

Moved to the Governance Committee.

### **B. AB 16-060: Resolution No. 2016-350:** Authorizing the execution of an agreement with Merchant Card Services for upgraded equipment to meet current standards.

Court Administrator Kelly Rydberg informed Council that the credit card contract service agreement needs to be renewed. The court's pin pad for public use does not have the option for the chip card. New legislation requires the card holder to insert the card themselves. The increase is \$18.00 plus tax per month for the upgrade for the external pin pad.

On Council consensus the item was moved forward to the meeting on June 27, 2016.

### **C. AB 16-061: Resolution No. 2016-351:** Adopting the City of Pacific's 2017-2022 Six-Year Transportation Improvement Plan.

Public Works Manager Jim Morgan states the City is requested to have the plan adopted and incorporated into the state's six year transportation plan by the end of the year. The state submits the plan to the federal government to determine how funds will be allocated for various federal transportation funding programs. Mr. Morgan briefly reviews the ten projects listed in the plan.

On Council consensus the item was moved forward to the meeting on June 27, 2016.

**D. AB 16-062: Resolution No. 2016-352:** Setting Monday, July 11, 2016, at approximately 6:30 p.m., as the time and place for a public for a public hearing to receive public testimony regarding the establishment of a Transportation Benefit District in the City of Pacific.

Public Works Manager Jim Morgan stated the formation of a Transportation Benefit District provides for local revenue to fund local transportation needs. The formation of a Transportation District requires a public hearing.

On Council consensus the item was moved forward to the meeting on June 27, 2016.

**E. AB 16-063: Ordinance No. 2016-1932:** Amending the 2016 Budget.

City Administrator Richard Gould stated this is relative to the new position the City is adding for the Stormwater Technician position. Before the City can hire for this position Council will need to approve the job description, have the union sign it and put it in the budget. There is no financial amendment; this is just an FTE schedule.

On Council consensus the item was moved forward to the meeting on June 27, 2016.

Council Member Kave announced he will be on vacation for the next two weeks and will return July 7, 2016.

## **ADJOURN**

Council President Kave adjourned the workshop at 7:43 p.m.

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Amy Stevenson-Ness, City Clerk