



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

October 24, 2016
Monday

Regular Meeting
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. AUDIENCE COMMENT**

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

- 5. PUBLIC HEARING:** Projected 2017 Revenues and Ad Valorem Tax Levy
- 6. REPORTS**

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

- 7. OLD BUSINESS**

(3)

(4)

- A. Resolution No. 2016-378:** Agreement with Washington State Department of Corrections for Community Restitution Crew participation.

- (13) B. **Resolution No. 2016-340:** Authorizing the execution of Supplement No. 3 to the agreement with AHBL for West Valley Highway Improvements – King County section.
 - (34) C. **Resolution No. 2016-341:** Authorizing the execution of a revised Interlocal Agreement with Association of Washington Cities Risk Management Services Agency (AWC RMSA.)
 - (52) D. **Approval of Third Quarter Financial Reports.**
8. **NEW BUSINESS**
9. **CONSENT AGENDA**
- (59) A. Payroll and Voucher Approval
 - (65) B. Minutes of the workshop of September 19 and October 3, 2016, and meeting of September 26, 2016.
10. **ADJOURN**

MEETING CALENDAR

| | | |
|--|--------------------------------|-----------|
| Finance Committee Katie Garberding, Newlun, Oliveira Meets: 2 nd Wednesday | November 9, 2016 6:30 p.m. | City Hall |
| Governance Committee Kerry Garberding, Kave, Storaasli Meets 1 st Tuesday | November 1, 2016 6:30 p.m. | City Hall |
| Human Services Committee Katie Garberding, Oliveira, Newlun Meets 4 th Tuesday | October 25, 2016 6:30 p.m. | City Hall |
| Park Board Meets 3 rd Tuesday | November 15, 2016 6:30 p.m. | City Hall |
| Planning Commission Meets 4 th Tuesday | October 25, 2016 6:00 p.m. | City Hall |
| Public Safety Committee Katie Garberding, Kave, Steiger Meets 3 rd Wednesday | November 16, 2016 6:30 p.m. | City Hall |
| Public Works Committee Kerry Garberding, Kave, Steiger Meets 1 st Wednesday | November 2, 2016 6:30 p.m. | City Hall |
| Technology Committee Kerry Garberding, Newlun, Oliveira Meets: 3 rd Thursday | November 17, 2016 5:00 p.m. | City Hall |

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



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

PACIFIC POLICE DEPARTMENT

SEPTEMBER 2016 MONTHLY REPORT

ACTIVITY

| | |
|-------------------------|-----|
| Dispatch calls | 453 |
| Self-initiated contacts | 241 |
| Agency assists | 68 |

SUPERIOR COURT FILINGS

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

OFFENSES/CRIMES

| | |
|--------------------------|---|
| APS/CPS investigation | 1 |
| Assault | 0 |
| Assault- DV | 3 |
| Burglaries- Commercial | 0 |
| Burglaries- Residential | 2 |
| Death investigation- DOA | 0 |
| Dispute | 0 |
| Dispute- DV | 1 |
| DUI | 0 |
| Drug/liquor violations | 1 |
| Fraud | 2 |
| Hit and run | 0 |
| Homicide | 0 |
| ID theft | 1 |
| Kidnapping | 0 |
| Malicious mischief | 3 |
| Malicious mischief- DV | 0 |
| Mental health referral | 2 |
| Motor vehicle collision | 7 |
| Motor vehicle impound | 1 |
| Motor vehicle prowling | 3 |
| Motor vehicle recovery | 1 |
| Motor vehicle theft | 4 |

SEPTEMBER CASES: 83

Civil 1

ARRESTS

| | |
|-------------|----|
| Non Traffic | 4 |
| Felony | 0 |
| Traffic | 14 |

TRAFFIC ENFORCEMENT

| | <u>This month</u> | <u>Last month</u> |
|------------------|-------------------|-------------------|
| Criminal Traffic | 14 | 19 |
| Infractions | 93 | 117 |
| Verbal Warnings | 151 | 158 |

| | |
|-------------------------------|----|
| Obstructing | 0 |
| Order service | 1 |
| Order violation | 1 |
| Possession of stolen property | 0 |
| Property- found | 1 |
| Property- recovery | 0 |
| Reckless burning/arson | 0 |
| Reckless driving | 0 |
| Robbery | 0 |
| Robbery- armed | 0 |
| Robbery- home invasion | 1 |
| Runaway/missing | 1 |
| Runaway/missing- recovery | 1 |
| Sex offense | 1 |
| Suicidal subject | 1 |
| Suspicious circumstances | 0 |
| Thefts | 8 |
| Threats/harassment | 0 |
| Trespass | 0 |
| Vandalism | 0 |
| Warrant arrests | 16 |
| Weapons violation | 0 |
| Welfare check | 0 |

2016 CASES: 910



Agenda Bill No. 16-104

TO: Mayor Guier and City Council Members
FROM: Kelly Rydberg, Court Administrator
MEETING DATE: October 24, 2016
SUBJECT: Contract with Department of Corrections (DOC) for a work crew program.

ATTACHMENTS: Resolution 2016- 378
Contract with DOC

Previous Council Review Date: Presentation by Ms. Waters, DOC, September 19, 2016

Summary: This contract would allow the Court to place defendants on work crew instead of incarcerating them, either as a sentence condition or for revocation of a sentence for violations. The cost of jail to the City is anywhere from \$55 per day to \$107 per day, or more. The cost for the DOC work crew program would be \$15 per day. If defendants qualify, the work crew program could substantially reduce the expenses for jail incarceration costs the City incurs. DOC picks up and returns defendants at various locations throughout King County and provides supervisors for the daily program. The program is offered 7 days a week.

Recommendation/Action: Accept the contract with DOC for the work crew option.

Motion for Consideration: I move to approve Resolution 2016-378 authorizing the execution of a contract with the Department of Corrections for access to their work crew program.

Budget Impact: Could reduce jail expenses for the City.

Alternatives: Decline the contract and retain the only option of jail for some defendants.

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2016-378

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AND THE DEPARTMENT OF CORRECTIONS (DOC) FOR A WORK CREW SERVICE OPTION IN LIEU OF JAIL TIME IMPOSED.

WHEREAS, days in jail are imposed as sentence conditions or sanctions; and

WHEREAS, jail bills are paid by the City which may cost anywhere from \$55 to \$107 per day; and

WHEREAS, DOC work crew is a \$15 per day charge to the City; and

WHEREAS, if alternatives to jail are available to the City and people qualify, it would benefit both the City by lowering costs and the defendant by giving work experience,

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

Section 1. The Council approves the contract between the City and DOC for work crew service options, exhibit A.

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 _____ DAY OF _____ 2016.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, CMC, City Clerk

Approved as to Form:

Carol Morris, City Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF PACIFIC BY AND THROUGH
THE PACIFIC MUNICIPAL COURT
AND
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS**

THIS MEMORANDUM OF AGREEMENT is entered into on the date this Agreement is signed by all of the duly authorized representatives of the parties. The parties ("Parties") to this Agreement is the City of Pacific, ("CP") a Washington municipal corporations by and through the Pacific Municipal Court ("Court"), and the Washington State Department of Corrections ("DOC").

IT IS THE PURPOSE OF THIS AGREEMENT to provide Community Restitution crew participation as an alternative for Pacific Municipal Court sentences/sanctions.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The DOC and the CP and the Court shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A", attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date this Agreement is signed by the duly authorized representatives of all of the parties, through July 1, 2018, unless terminated sooner as provided herein. Such term may be extended by the mutual agreement of the parties. Any such extension shall be evidenced by a properly completed written amendment to thus Agreement.

PAYMENT

DOC shall receive \$15.00 per day for any crew day completed by a CP worker on the Seattle DOC work crew or for any CP crew worker that "walks-away," is injured or is dismissed from crew after 12:00 Noon on any workday.

BILLING PROCEDURE

The DOC shall submit monthly invoices to the CP by the 25th of the month detailing the CP crew worker hours worked and the worker daily rate. Payment to the DOC for approved and completed work will be made by warrant or account transfer by the CP within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either

party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Corrections. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

INDEMNIFICATION

DOC, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of DOC, its agents, or employees. To the extent permitted by law, DOC shall be required to indemnify, defend, and hold harmless CP only to the extent the claim is caused solely by the negligent acts or omissions of DOC, its agents, or employees.

CP, its agents, or employees assumes responsibility for any damages resulting solely from the negligence of CP, its agents, or employees. To the extent permitted by law, CP shall be required to indemnify, defend, and hold harmless the DOC to the extent the claim is caused solely by the negligent acts or omissions of CP, its agents, or employees.

In accordance with the laws of the state of Washington, if both parties to this agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement by giving the other party ten (10) working days written notification. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

In addition, DOC may terminate this Agreement upon written notification and without the ten-day notice required if DOC is unable to perform the services herein due to a policy or procedure change by the Secretary of DOC, a change in the law, or judgment of any court.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

PUBLIC INFORMATION

Neither party shall arrange for news media coverage relative to this Agreement that would specifically include offenders without the consent of the other party, nor shall either party release information to the news media relative to this Agreement concerning offenders without the consent of the other party to the extent allowed by law.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of Work; and

- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSURANCES

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state, and local laws, rules, and regulations.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The Program Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

ATTACHMENT A SCOPE OF WORK

The DOC provides:

1. A work crew supervisor (DOC Correctional Officer) seven (7) days per week to pick up CP crew workers at a designated pick-up location. The DOC Correctional Officer will supervise up to a maximum of five (5) CP crew workers per day or up to the number of transport seats available for crew workers after any DOC or the Municipal Court workers have been seated at the pick-up point. A maximum of 10 crew workers will be transported from the CP pick-up location on any given Community Restitution crew day.
2. Project coordination, record keeping and reporting, as defined in this Agreement, under Records Maintenance, through a Community Corrections Program Manager with assistance from clerical staff.
3. Written documentation to the CP Court within 48 hours of any incident in which a CP crew worker was dismissed, from a DOC Community Restitution crew for disciplinary or safety reasons and will include a recommendation for the temporary or permanent dismissal of the crew worker from further work crew participation.

Note: DOC reserves the right to dismiss a CP crew worker from a DOC Community Restitution work crew for disciplinary or safety reasons.

EQUIPMENT

4. Operating vehicles and shall maintain vehicles and equipment required to meet the scope of work.
5. Litterbags, and necessary tools, equipment and supplies to accomplish the scope of work.

TRAINING

6. Training for Community Restitution crew worker, as necessary, in the handling of illegally dumped materials, or pertaining to watershed plantings, removals or cleanups.
7. Training for Correctional Officers, as follows:
 - Personnel Orientation
 - CPR
 - First Aid/Infectious Disease Control
 - Flag Person Certification
 - Defensive Driving
 - Record Keeping
 - Safety Meetings
 - Incident Review
8. Training for CP Community Restitution crew workers, as follows:

- Orientation to work crew
- Safety orientation – comprised of a standard orientation to sharps, public contact, seat belts, and related safety issues.

RECORD KEEPING AND REPORTING REQUIREMENTS

9. Records maintenance, detailing the daily participation of all CP crew workers in Community Restitution crew activities. These shall be submitted to CP on a monthly basis with the invoice, and shall include, but not be limited to the following:
 - Identify each CP crew worker by name, CP Court case number and dates worked.
 - Provide a total of CP Community Restitution crew worker hours completed, supervisor hours and the daily Community Restitution crew worker rate.
10. Copies of any media reports, comments or written press reports regarding the work completed specific to this Agreement to the CP Court.
11. The inspection and audit of all books and records of DOC which are pertinent to this Agreement, as the CP or Court deems necessary after the expiration or termination of this Agreement.

The CP or Court:

1. Provides the initial screening for all perspective CP crew workers for any physical or mental health limitations that would restrict a Community Restitution crew worker from participating on a DOC Community Restitution crew in a safe manner.
2. Completes the DOC referral (to include required criminal history information) and screening questionnaire with the CP crew worker, and insure that these documents have been received by DOC prior to the crew worker's first Community Restitution crew day.
3. Reimburses DOC within thirty (30) days of receipt of the monthly DOC Invoice, after review and approval of DOC Invoice expenses.

CP Community Restitution Crew Workers:

Assist other Community Restitution crew workers in cleanups of litter and illegal dumping, vegetation cutting and/or removal, or other general labor as defined in the current Seattle DOC WORKCREW contract obligations or as requested and approved by the Program Manager.



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: October 24, 2016
SUBJECT: Supplement No. 3 to West Valley Highway Improvements-
 King County Section

ATTACHMENTS:

- Resolution No. 2016-340
- AHBL Proposed Contract Amendment No. 3 for the King County portion of West Valley Highway Design Services (LAG Format)

Previous Council Review Date:

Background:

On August 13, 2013, in Resolution No. 2013-064, the City Council authorized the execution of a contract with AHBL, Inc. for the design engineering services associated with the West Valley Highway Improvements, in the amount of \$199,701.94.

On July 2, 2014, in Resolution No. 2014-212, the City Council authorized the execution of Supplemental Agreement No. 1, which amended the above contract, for the purpose of expanding the scope of work, extending the deadline for completion and increasing the contract price by \$10,236.47, to \$209,938.47. Additional services included, Title report review for existing easements on private property and expanded topographic survey to determine driveway catch points.

On February 22, 2016, in Resolution No. 2016-317, the City Council authorized the execution of Supplemental Agreement No. 2, which amended the above contract, for the purpose of expanding the scope of work, extending the deadline for completion and increasing the contract price by \$37,958.01, to \$247,896.48. Additional services included, expanded area of topographic survey for private property acquisition for stormwater facilities, Title report review, expanded geotechnical evaluation, re-evaluation of stormwater sizing based on use of pervious surfacing for pedestrian facilities.

Summary: AHBL proposes to amend the original contract with Supplemental Agreement No. 3, in order to perform the scope of work described in Exhibit A-1 (which is attached to the Supplemental Agreement No. 3, also attached to this Staff Report). This additional work is for preparation of roadway plan revisions to reduce rights of way acquisition and finalization

of NEPA documents based on roadway plan revisions and new Federal requirements. The work described in Exhibit A-1 was not contemplated in the original contract or the last amendment because realignment of the road was not expected in the original design. Supplemental Agreement No. 3 extends the deadline for completion to June 30, 2017 and increases the contract amount by \$16,703.40.

If the Council approves this Supplemental Agreement No. 3, the contract price is increased to \$264,599.88, for the King County portion of the Project.

Recommendation/Action: Staff recommends Council authorize the Mayor to execute Supplemental Agreement No. 3, in the amount of \$16,703.40, and approve Resolution No. 2016-340.

Motion for Consideration: Move to approve Resolution No. 2016-340, A RESOLUTION OF CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN AND PLANNING SERVICES FOR PREPARATION OF PLAN REVISIONS AND NEPA DOCUMENTATION FOR THE KING COUNTY PORTION OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECT, IN THE AMOUNT OF \$16,703.40.

Budget Impact: If approved by City Council, the costs of the additional services is \$16,703.40 and would be paid from the transportation budget.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-340

A RESOLUTION OF CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN AND PLANNING SERVICES FOR PREPARATION OF PLAN REVISIONS AND NEPA DOCUMENTATION FOR THE KING COUNTY PORTION OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECT, IN THE AMOUNT OF \$16,703.40.

WHEREAS, the City Council, by Resolution No. 2013-064 approved a contract with AHBL for design engineering services for the King County portion of West Valley Highway Improvement Project for \$199,701.94; and

WHEREAS, the City Council, by Resolution No. 2014-212 approved Supplemental Agreement No. 1 to the contract with AHBL for additional design engineering services for the King County portion of West Valley Highway Improvement Project in the amount of \$10,236.47; and

WHEREAS, the City Council, by Resolution No. 2016-317 approved Supplemental Agreement No. 2 to the contract with AHBL for additional design engineering services for the King County portion of West Valley Highway Improvement Project in the amount of \$37,958.01; and

WHEREAS, AHBL has prepared Supplemental Agreement No. 3 in the amount of \$16,703.40 to prepare roadway plan revisions to reduce rights of way acquisition and prepare NEPA documentation; and

WHEREAS, Supplemental Agreement No. 3 increases the total amount of the design engineering services to \$264,599.88 and extends the project to June 30, 2017; and

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 Supplement No. 3 to the contract authorized by Resolution No 2013-064 between the City of Pacific and AHBL, for additional design engineering and planning services associated with the King County portion of the West Valley Highway Rehabilitation Project. The additional services contemplated by Supplemental Agreement No. 3 will add \$16,703.40 to the contract amount of \$247,896.48 for a new total of \$264,599.88.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CMC, CITY CLERK

APPROVED AS TO FORM:

Carol Morris, CITY ATTORNEY



| | | | |
|--|--|--|--|
| Supplemental Agreement Number <u>001</u> | | Organization and Address AHBL, INC. 2215 N. 30TH STREET #300 TACOMA, WA 98403 | |
| Original Agreement Number | | Phone: (253) 383-2422 | |
| Project Number | Execution Date 10/27/2014 | Completion Date 4/30/2015 | |
| Project Title West Valley Highway Improvements | New Maximum Amount Payable \$ 209,938.47 | | |
| Description of Work Perform topographic survey of items deemed necessary upon review of originally scoped right of way and topographic survey. Review title reports for selected parcels to determine if easements have been granted for stormwater conveyance. Add additional topographic survey information to existing survey base map. See attached scope of work for Amendment #1. | | | |

The Local Agency of City of Pacific
desires to supplement the agreement entered into with AHBL, Inc.
and executed on 10/27/2014 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached detailed scope of work for Amendment #1

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date shall be extended to April 30, 2015

III

Section V, PAYMENT, shall be amended as follows:

The amount payable under this contract has increased by \$10,236.53 from \$199,701.94 to a new total of \$209,938.47. See attached updated Exhibit E

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Sean Comfort, PE - VP

By: _____

Consultant Signature

Approving Authority Signature

Date



| | | | |
|--|--|--|--|
| Supplemental Agreement Number <u>002</u> | | Organization and Address AHBL, INC. 2215 N. 30TH STREET #300 TACOMA, WA 98403 | |
| Original Agreement Number | | Phone: (253) 383-2422 | |
| Project Number | Execution Date | Completion Date 6/30/2016 | |
| Project Title W. Valley Highway Improvements (King County) | New Maximum Amount Payable \$ 247,896.48 | | |
| Description of Work This Supplement includes additional AHBL civil engineering and land surveying services for the project. Also included are reimbursable services associated with the procurement of Title Reports for fronting and adjacent properties to the project. See attached scope of work for Supplement #2. | | | |

The Local Agency of City of Pacific
desires to supplement the agreement entered into with AHBL, Inc.
and executed on 10/27/2014 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached detailed scope of work for Supplemental Agreement 2, labeled Exhibit A-1

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date shall be extended to 06/30/2016

III

Section V, PAYMENT, shall be amended as follows:

The amount payable under this contract has increased by \$37,958.01 from \$209,938.47 to a new total of \$247,896.48. See attached updated Exhibit E-1, Fee-Lump/Fixed/Unit and Exhibit E, Overhead Cost.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Sean Comfort, PE - VP

By: _____

Consultant Signature

Approving Authority Signature

Date



| | | | |
|---|--|--|------------|
| Supplemental Agreement Number <u>003</u> | | Organization and Address AHBL, Inc. 2215 N. 30TH STREET #300 TACOMA, WA 98403 | |
| Original Agreement Number | | Phone: (253) 383-2422 | |
| Project Number | | 10/ ____/2016 | 06/30/2017 |
| Project Title W. Valley Highway Improvements (King County) | | New Maximum Amount Payable \$ 264,599.88 | |
| Description of Work The scope modifications are required to address a change in the roadway section that has occurred to minimize the amount of right of way acquisition area. During the process of completing our 60% Design it was also determined that there are portions of the proposed road widening, retaining walls, transitional slopes and transitions to existing driveways from the road improvements transitions that will impact existing wetlands and wetland buffers in the proposed right of way. (see attached) | | | |

The Local Agency of City of Pacific
desires to supplement the agreement entered into with AHBL, Inc.
and executed on 10/27/2014 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached detailed scope of work for Supplemental Agreement 3, labeled Exhibit A-1

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date shall be extended to 06/30/2017

III

Section V, PAYMENT, shall be amended as follows:

The amount payable under this contract has increased by \$16,703.40 from \$247,896.48 to a new total of \$264,599.88. See attached updated Exhibits

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Exhibit A-1

Scope of Work

West Valley Highway Improvements

Supplement #3

King County Segment

AHBL, Inc.



EXHIBIT A-1 AHBL Scope of Work Supplement #3

Supplement No. 3

The following scope is Supplement No. 3 to our LAG Agreement for the West Valley Highway King County Section project only. This Supplement includes additional AHBL civil engineering and planning services for the project.

The scope modifications are required to address a change in the roadway section that has occurred to minimize the amount of right of way acquisition area. During the process of completing our 60% Design it was also determined that there are portions of the proposed road widening, retaining walls, transitional slopes and transitions to existing driveways from the road improvements transitions that will impact existing wetlands and wetland buffers in the proposed right of way. We understand, however that WSDOT will not require a mitigation plan or a Biological Assessment be completed for the NEPA phase. The mitigation plan will be required at the time of permitting.

Our scope of services is listed below.

Civil Engineering – 2130176.10

Wetland Mitigation Coordination

1. Management and project oversight of the wetland subconsultant.
2. Coordination and attendance at meetings with the City of Pacific.
3. Review of subconsultant documents and submittal to the City of Pacific.
4. WSDOT coordination and Meetings for NEPA approval.
5. Preparation of plans for 30% level submittal to WSDOT with new alignment and cross section to accompany NEPA and other project documentation.
6. Preparation of stormwater narrative to describe surface water improvements for project.

Planning – 2130176.30

7. AHBL planners will modify and update the Environmental Justice Report and the Hazardous Waste Report to reflect the project revisions and recent data.
8. AHBL planners will provide additional coordination with WSDOT and the design team during the NEPA approval process.

Reimbursable Expenses

9. Reimbursable expenses for all disciplines including mileage and reprographic expenses. This will be billed on a time and expense basis.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

TACOMA

2215 North 30th Street
Suite 300

Tacoma, WA 98403-3350

253.383.2422 TEL

www.ahbl.com

Exhibit E-1

Fee- Lump/Fixed/Unit

(backup)

West Valley Highway Improvements

Supplement #3

King County Segment

AHBL, Inc.

**Exhibit E -1
 Consultant Fee Determination Summary Sheet
 (Lump Sum Cost Plus Fixed Fee, Cost per unit Work)**

Project: West Valley Highway Preliminary Design (King County)
Consultant: ABHL, Inc.

Direct Salary Cost (DSC) Original

| Classification | Man Hours | | | | Direct Labor | |
|--|-----------|---|----|-------|--------------|---------------------|
| | | | | | Rate | Cost |
| Principal Civil | 41.00 | X | \$ | 64.52 | \$ | 2,645.32 |
| PM Civil | 112.00 | X | \$ | 44.23 | \$ | 4,953.76 |
| PE 4 Civil | 40.00 | X | \$ | 37.50 | \$ | 1,500.00 |
| PE 4 Civil | 236.00 | X | \$ | 34.86 | \$ | 8,226.96 |
| Proj Admin Civil | 10.00 | X | \$ | 27.88 | \$ | 278.80 |
| Tech 2 Civil | 140.00 | X | \$ | 27.16 | \$ | 3,802.40 |
| Word Proc | 3.00 | X | \$ | 22.54 | \$ | 67.62 |
| Prin. Planning | 85.00 | X | \$ | 52.88 | \$ | 4,494.80 |
| Planner 3 | 84.00 | X | \$ | 26.00 | \$ | 2,184.00 |
| Principal Survey | 12.00 | X | \$ | 52.88 | \$ | 634.56 |
| PM Survey | 24.00 | X | \$ | 42.32 | \$ | 1,015.67 |
| Survey Tech | 28.00 | X | \$ | 26.44 | \$ | 740.38 |
| Chief of Parties | 6.00 | X | \$ | 38.46 | \$ | 230.77 |
| Party Chief | 52.00 | X | \$ | 28.84 | \$ | 1,499.68 |
| Chainman | 52.00 | X | \$ | 23.18 | \$ | 1,205.10 |
| Original Contract Sub TOTAL DSC | | | | | | \$ 33,479.82 |

**Direct Salary Cost (DSC) Supplement #1
 Direct Salary Rates as of October 1, 2014**

| Classification | Man Hours | | | | Direct Labor | |
|------------------------------------|-----------|---|----|-------|--------------|--------------------|
| | | | | | Rate | Cost |
| Principal Survey | 6.00 | X | \$ | 52.88 | \$ | 317.28 |
| PM Survey | 8.00 | X | \$ | 42.71 | \$ | 341.68 |
| Survey Tech | 12.00 | X | \$ | 27.24 | \$ | 326.88 |
| Chief of Parties | 4.00 | X | \$ | 39.04 | \$ | 156.16 |
| Party Chief | 40.00 | X | \$ | 28.84 | \$ | 1,153.60 |
| Chainman | 40.00 | X | \$ | 20.00 | \$ | 800.00 |
| Supplement #1 Sub TOTAL DSC | | | | | | \$ 3,095.60 |

**Direct Salary Cost (DSC) Supplement #2
 Direct Salary Rates as of Feb 1, 2016**

| Classification | Man Hours | | | | Direct Labor | |
|------------------------------------|-----------|---|----|-------|--------------|--------------------|
| | | | | | Rate | Cost |
| Principal Civil | 3.00 | X | \$ | 67.31 | \$ | 201.93 |
| PM Civil | 10.00 | X | \$ | 47.60 | \$ | 476.00 |
| ?? | 0.00 | X | \$ | 38.63 | \$ | - |
| PE 5 Civil | 80.00 | X | \$ | 38.70 | \$ | 3,096.00 |
| Proj Admin Civil | 0.00 | X | \$ | 29.81 | \$ | - |
| Tech 3 Civil | 32.00 | X | \$ | 29.33 | \$ | 938.56 |
| Word Proc | 4.00 | X | \$ | 24.28 | \$ | 97.12 |
| Prin. Planning | 0.00 | X | \$ | 52.89 | \$ | - |
| Landscape PM | 0.00 | X | \$ | 34.52 | \$ | - |
| Principal Survey | 6.00 | X | \$ | 67.31 | \$ | 403.86 |
| PM Survey | 51.00 | X | \$ | 43.96 | \$ | 2,241.96 |
| Survey Tech | 17.00 | X | \$ | 29.81 | \$ | 506.77 |
| PM Survey | 1.00 | X | \$ | 41.83 | \$ | 41.83 |
| Party Chief | 14.00 | X | \$ | 33.65 | \$ | 471.10 |
| Chainman | 14.00 | X | \$ | 23.50 | \$ | 329.00 |
| Supplement #2 Sub TOTAL DSC | | | | | | \$ 8,804.13 |

Direct Salary Cost (DSC) Supplement #3
Direct Salary Rates as of Feb 1, 2016

| Classification | Man Hours | | | Direct Labor | | Cost |
|------------------|-----------|---|----|------------------------------------|--|--------------------|
| | | | | Rate | | |
| Principal Civil | 8.00 | X | \$ | 67.31 | | \$ 538.48 |
| PM Civil | 10.00 | X | \$ | 47.60 | | \$ 476.00 |
| ?? | 0.00 | X | \$ | 38.63 | | \$ - |
| PE 5 Civil | 48.00 | X | \$ | 38.70 | | \$ 1,857.60 |
| Proj Admin Civil | 0.00 | X | \$ | 29.81 | | \$ - |
| Tech 3 Civil | 24.00 | X | \$ | 29.33 | | \$ 703.92 |
| Word Proc | 0.00 | X | \$ | 24.28 | | \$ - |
| Prin. Planning | 22.00 | X | \$ | 52.89 | | \$ 1,163.58 |
| Planner 3 | 8.00 | X | \$ | 27.65 | | \$ 221.20 |
| LS Prin | 0.00 | X | \$ | 55.29 | | \$ - |
| Principal Survey | 0.00 | X | \$ | 67.31 | | \$ - |
| PM Survey | 0.00 | X | \$ | 43.96 | | \$ - |
| Survey Tech | 0.00 | X | \$ | 29.81 | | \$ - |
| PM Survey | 0.00 | X | \$ | 41.83 | | \$ - |
| Party Chief | 0.00 | X | \$ | 35.00 | | \$ - |
| Chainman | 0.00 | X | \$ | 23.50 | | \$ - |
| | 120 | | | | | |
| | | | | Supplement #3 Sub TOTAL DSC | | \$ 4,960.78 |

Overhead (OH Cost -- including Salary Additives)

| | | | | | | |
|---|------------------|---------|---|--------------|---|---------------|
| (original) | OH Rate X DSC of | 200.88% | X | \$ 33,479.82 | : | \$ 67,254.27 |
| (Supplement #1) | OH Rate X DSC of | 200.88% | X | \$ 3,095.60 | : | \$ 6,218.44 |
| (Supplement #2) FYE 2014 rate issued 8/2015 | OH Rate X DSC of | 201.80% | X | \$ 8,804.13 | : | \$ 17,766.73 |
| (Supplement #3) FYE 2015 rate issued 7/2016 | OH Rate X DSC of | 190.31% | X | \$ 4,960.78 | : | \$ 9,440.86 |
| Subtotal | | | | | | \$ 100,680.30 |

Fixed Fee (FF)

| | | | | | | |
|----------------|------------------|--------|---|--------------|---|--------------|
| (original) | FF Rate x DSC of | 29.80% | X | \$ 33,479.82 | : | \$ 9,976.99 |
| (Amendment #1) | FF Rate x DSC of | 29.80% | X | \$ 3,095.60 | : | \$ 922.49 |
| (Amendment #2) | FF Rate x DSC of | 29.80% | X | \$ 8,804.13 | : | \$ 2,623.63 |
| (Amendment #3) | FF Rate x DSC of | 29.80% | X | \$ 4,960.78 | : | \$ 1,478.31 |
| Subtotal | | | | | | \$ 15,001.42 |

Reimbursables

| | | | | | | |
|----------------------------|--|--|--|----------|--|-------------|
| Printing/reproductions | | | | | | \$ 1,500.00 |
| Mileage | | | | | | \$ 307.36 |
| Locate Services for Survey | | | | | | \$ 2,800.00 |
| | | | | Subtotal | | \$ 4,607.36 |

| | | | | | | |
|---|--|--|--|----------|--|-------------|
| Supplement #2 - Title Reports (including sales tax from First American Title) | | | | | | \$ 7,726.80 |
| Supplement #2 - Reproduction | | | | | | \$ 1,000.00 |
| Supplement #2 - Mileage (34mi round trip AHBL to Pacific x 2 Round trips at 54 cents/mi) | | | | | | \$ 36.72 |
| | | | | Subtotal | | \$ 8,763.52 |

| | | | | | | |
|---|--|--|--|----------|--|-----------|
| Supplement #3 - Locate | | | | | | \$ - |
| Supplement #3 - Reproduction | | | | | | \$ 750.00 |
| Supplement #3 - Mileage (34mi round trip AHBL to Pacific x 2 Round trips at 54 cents/mi) | | | | | | \$ 73.44 |
| | | | | Subtotal | | \$ 823.44 |

SubTotal Reimbursables = \$ 14,194.32

Subconsultants

| | | | | | | |
|---------------|--|--|--|----------|--|--------------|
| AMEC | | | | | | \$ 32,946.53 |
| HRA | | | | | | \$ 10,424.97 |
| Theresa Dusek | | | | | | \$ 17,813.00 |
| Transpo | | | | | | \$ 23,199.00 |
| | | | | Subtotal | | \$ 84,383.50 |

Subconsultant Total

\$ 84,383.50

| | | | | | | |
|-------------------------|--|--|--|--|--|---------------|
| Original Contract Total | | | | | | \$ 199,701.94 |
| Supplement #1 subtotal | | | | | | \$ 10,236.53 |
| Supplement #2 subtotal | | | | | | \$ 37,958.02 |
| Supplement #3 subtotal | | | | | | \$ 16,703.39 |

Grand Total

\$ 264,599.88

AHBL Staff Hours per Task
West Valley Highway Preliminary Design (King County)

8/1/2013

AHBL Overhead rate
Negotiated Fixed Fee

| |
|---------|
| 200.88% |
| 29.80% |

| TASK 1 | Work Task | Total Task Cost (\$) | Total Task Hours | CIVIL ENGINEERING | | | | | | | PLANNING | |
|--------------|--|----------------------|------------------|--------------------|--------------|----------------|---------------|------------------------|--------------------|--------------|-------------------|--------------|
| | | | | SC Principal Civil | TS PM Civil | MSK PE 4 Civil | AB PE 4 Civil | Sheri Proj Admin Civil | Frank Tech 2 Civil | LK Word Proc | LK Prin. Planning | SC Planner 3 |
| | Through Design | \$0.00 | 0.00 | | | | | | | | | |
| 1.1 | Provide Professional Project Management | \$3,048.87 | 18.00 | 8 | 8 | | | | | | | 2 |
| 1.2 | Prepare and Update Monthly Schedule | \$5,087.58 | 36.00 | 4 | 12 | 6 | 6 | | | | 4 | 4 |
| 1.3 | Provide monthly progress reports in memorandum format to the City | \$5,171.84 | 36.00 | 4 | 12 | 2 | 8 | | | | 6 | 4 |
| 1.4 | Provide monthly progress billing to the City | \$1,810.14 | 11.00 | 3 | 8 | | | | | | | |
| 1.5 | Coordinate with City Staff/WSDOT | \$6,495.61 | 50.00 | 6 | 12 | | 6 | | | | 6 | 20 |
| 1.6 | Provide QA/QC reviews of all submittals (30%, 60%, 90%, and PS&E submittals) | \$0.00 | 0.00 | | | | | | | | | |
| Total | TASK 1 Management/Coordination/Administration | \$21,614.04 | 151.00 | 25.00 | 52.00 | 8.00 | 20.00 | 0.00 | 0.00 | 0.00 | 16.00 | 30.00 |
| | Billing Rate | | | \$213.35/hr | \$146.26/hr | \$124.01/hr | \$115.28/hr | \$92.19/hr | \$89.81/hr | \$74.54/hr | \$174.86/hr | \$85.98/hr |
| | Task Total - Civil | \$ 16,236.92 | | \$ 5,333.87 | \$ 7,605.51 | \$ 992.04 | \$ 2,305.50 | \$ - | \$ - | \$ - | \$ 2,797.82 | \$ 2,579.30 |
| | Task Total - Planning | \$ 5,377.12 | | | | | | | | | | |
| | Task Total - Survey | \$ - | | | | | | | | | | |
| | TASK 1 Management/Coordination/Administration | \$ 21,614.04 | | | | | | | | | | |

| TASK 2 | Work Task | Total Task Cost (\$) | Total Task Hours | CIVIL ENGINEERING | | | | | | | PLANNING | |
|--------------|---|----------------------|------------------|--------------------|-------------|---------------|---------------|------------------------|--------------------|--------------|-------------------|--------------|
| | | | | SC Principal Civil | TS PM Civil | MS PE 4 Civil | AB PE 4 Civil | Sheri Proj Admin Civil | Frank Tech 2 Civil | LK Word Proc | LK Prin. Planning | SC Planner 3 |
| 2.1 | APE Map, Letter & Coordination | \$524.59 | 3.00 | | | | | | | | 3 | 0 |
| 2.2 | Complete Draft ECS | \$5,210.99 | 42.00 | | | | | | | | 18 | 24 |
| 2.3 | Complete Final Draft ECS | \$1,043.36 | 8.00 | | | | | | | | 4 | 4 |
| 2.4 | Complete Final ECS | \$521.68 | 4.00 | | | | | | | | 2 | 2 |
| 2.5 | Coordinate with Suconsultants, Review Reports | \$2,797.82 | 16.00 | | | | | | | | 16 | 0 |
| 2.6 | Prepare Environmental Justice Report | \$1,221.14 | 8.00 | | | | | | | | 6 | 2 |
| 2.7 | Prepare Air Quality Checklist | \$1,645.40 | 11.00 | | | | | | | 1 | 8 | 2 |
| 2.8 | Prepare SEPA Checklist, Monitor Decision | \$3,817.90 | 32.00 | | | | | | | | 12 | 20 |
| Total | TASK 2 Environmental Permitting | \$16,782.87 | 124.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | 69.00 | 54.00 |
| | Hourly Rate | | | \$213.35/hr | \$146.26/hr | \$124.01/hr | \$115.28/hr | \$92.19/hr | \$89.81/hr | \$74.54/hr | \$174.86/hr | \$85.98/hr |
| | Task Total - Civil | \$ 74.54 | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 74.54 | \$ 12,065.59 | \$ 4,642.75 |
| | Task Total - Planning | \$ 16,708.33 | | | | | | | | | | |
| | Task Total - Survey | \$ - | | | | | | | | | | |
| | TASK 2 Environmental Permitting | \$ 16,782.87 | | | | | | | | | | |

| TASK 3 | Work Task | Total Task Cost (\$) | Total Task Hours | CIVIL ENGINEERING | | | | | | | PLANNING | |
|--------------|--|----------------------|------------------|--------------------|--------------|---------------|---------------|------------------------|--------------------|--------------|-------------------|--------------|
| | | | | SC Principal Civil | TS PM Civil | MS PE 4 Civil | AB PE 4 Civil | Sheri Proj Admin Civil | Frank Tech 2 Civil | LK Word Proc | LK Prin. Planning | SC Planner 3 |
| 3.1 | Prepare plan sheets 1"=40' plan views per sheet, 16 sheets | \$20,426.50 | 184.00 | | 24 | | 100 | | 60 | | | |
| 3.2 | Prepare 30%/60% Detail Sheets | \$6,021.95 | 60.00 | | 4 | | 16 | | 40 | | | |
| 3.4 | Prepare 30%/60% summary memo | \$4,700.55 | 38.00 | 2 | 4 | | 32 | | | | | |
| 3.5 | Prepare 30%/60% Cost Estimate | \$3,848.19 | 30.00 | 2 | 4 | 8 | 16 | | | | | |
| 3.6 | Prepare 30%/60% Outline Specifications | \$2,861.97 | 22.00 | 2 | 4 | 10 | 4 | | | 2 | | |
| 3.7 | Quality Review (30% & 60%) | \$3,407.33 | 22.00 | 6 | 8 | 4 | 4 | | | | | |
| 3.8 | Submittal 30%/60% to City and WSDOT for review | \$2,394.78 | 20.00 | 2 | 4 | | 4 | 10 | | | | |
| 3.9 | 30% & 60% Plan revisions | \$11,040.35 | 100.00 | 2 | 8 | 10 | 40 | | 40 | | | |
| Total | TASK 3 Preliminary Design | \$54,701.61 | 476.00 | 16.00 | 60.00 | 32.00 | 216.00 | 10.00 | 140.00 | 2.00 | 0.00 | 0.00 |
| | Hourly Rate | | | \$213.35/hr | \$146.26/hr | \$124.01/hr | \$115.28/hr | \$92.19/hr | \$89.81/hr | \$74.54/hr | \$174.86/hr | \$85.98/hr |
| | Task Total - Civil | \$ 54,701.61 | | \$ 3,413.68 | \$ 8,775.59 | \$ 3,968.16 | \$ 24,899.41 | \$ 921.94 | \$ 12,573.78 | \$ 149.07 | \$ - | \$ - |
| | Task Total - Planning | \$ - | | | | | | | | | | |
| | Task Total - Survey | \$ - | | | | | | | | | | |
| | TASK 3 Preliminary Design | \$ 54,701.61 | | | | | | | | | | |

AHBL Staff Hours per Task
West Valley Highway Preliminary Design (King County)

8/1/2013

| TASK 4 | Work Task | Total Task Cost (\$) | Total Task Hours | LAND SURVEYING | | | | | | | | | | |
|--------------|---|----------------------|------------------|---------------------|--------------|----------------|---------------------|----------------|--------------|-------------|-------------|-------------|-------------|-------------|
| | | | | DF Principal Survey | BD PM Survey | TD Survey Tech | DR Chief of Parties | TW Party Chief | RL Chainman | | | | | |
| 4.1 | Research Record Drawing and other record Data | \$ 559.77 | 4.00 | | 4 | | | | | | | | | |
| 4.2 | Boundary/ROW Mapping | \$ 3,498.31 | 24.00 | 4 | 20 | | | | | | | | | |
| 4.3 | Topographic Survey-field | \$ 8,944.15 | 104.00 | | | | | 52 | | 52 | | | | |
| 4.4 | Topographic Survey-office | \$ 2,861.65 | 30.00 | | | 24 | 6 | | | | | | | |
| 4.5 | Quality Review | \$ 699.45 | 4.00 | 4 | | | | | | | | | | |
| 4.6 | | \$ - | 0.00 | | | | | | | | | | | |
| 4.7 | Submittal to City and WSDOT for review | \$ - | 0.00 | | | | | | | | | | | |
| | Plan Revisions | \$ 1,049.21 | 8.00 | 4 | | 4 | | | | | | | | |
| Total | TASK 4 Survey | \$17,612.55 | 174.00 | 12.00 | 24.00 | 28.00 | 6.00 | 52.00 | 52.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Direct labor Rate | + | | \$ 52.88 | \$ 42.32 | \$ 26.44 | \$ 38.46 | \$ 28.84 | \$ 23.18 | | | | | |
| | Hourly Rate | | | \$174.86/hr | \$139.94/hr | \$87.44/hr | \$127.18/hr | \$95.37/hr | \$76.64/hr | \$0.00/hr | \$0.00/hr | \$0.00/hr | \$0.00/hr | \$0.00/hr |
| | Task Total - Survey | \$ 17,612.55 | | \$ 2,098.36 | \$ 3,358.63 | \$ 2,448.30 | \$ 763.11 | \$ 4,959.13 | \$ 3,985.02 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | TASK 4 Survey | \$ 17,612.55 | | | | | | | | | | | | |

| AMD 1 | Work Task | Total Task Cost (\$) | Total Task Hours | LAND SURVEYING | | | | | | PLANNING | |
|--------------|---|----------------------|------------------|---------------------|--------------|----------------|---------------------|----------------|--------------|-------------|-------------|
| | | | | DF Principal Survey | BD PM Survey | TD Survey Tech | DR Chief of Parties | RC Party Chief | CD Chainman | LK Prin | BM PM |
| AMD 1.1 | Additional topo outside of ROW | \$ 9,106.66 | 102.00 | 6 | | 12 | 4 | 40 | 40 | | |
| AMD 1.2 | Review Title reports | \$ 1,129.87 | 8.00 | | 8 | | | | | | |
| | | \$ - | 0.00 | | | | | | | | |
| Total | AMD 1 Survey Amendment #1 October 2014 | \$10,236.53 | 110.00 | 6.00 | 8.00 | 12.00 | 4.00 | 40.00 | 40.00 | 0.00 | 0.00 |
| | Direct labor Rate | + | | \$ 52.88 | \$ 42.71 | \$ 27.24 | \$ 39.04 | \$ 28.84 | \$ 20.00 | | |
| | Hourly Rate | | | \$174.86/hr | \$141.23/hr | \$90.08/hr | \$129.10/hr | \$95.37/hr | \$66.14/hr | \$74.54/hr | \$174.86/hr |
| | Task Total - Survey | \$ 10,236.53 | | \$ 1,049.18 | \$ 1,129.87 | \$ 1,080.93 | \$ 516.39 | \$ 3,814.72 | \$ 2,645.44 | \$ - | \$ - |
| | AMD 1 Survey Amendment #1 October 2014 | \$ 10,236.53 | | | | | | | | | |

AHBL Staff Hours per Task
West Valley Highway Preliminary Design (King County)

8/1/2013

AHBL Overhead rate FYE 2014 issued Aug 11, 2015 201.80%

| Supp 2 | Work Task | Total Task Cost (\$) | Total Task Hours | CIVIL ENGINEERING | | | | | | | PLANNING | |
|--------------|--|----------------------|------------------|--------------------|--------------------|-------------------|---------------------|------------------------|--------------------|-------------------|-------------------|-------------------|
| | | | | SC Principal Civil | BF PM Civil | ?? | AB PE 5 Civil | Sheri Proj Admin Civil | Frank Tech 3 Civil | LK Word Proc | LK Prin. Planning | SS Landscape PM |
| S2.1 | Change from Underground Detention to Above Ground Detention | \$6,003.92 | 49.00 | 1 | 4 | | 28 | | 16 | | | |
| S2.2 | Change Full Section Pavement Removal to Pavement Overlay | \$3,370.22 | 27.00 | 1 | 2 | | 16 | | 8 | | | |
| S2.3 | Change Standard Pavement Along Shared Use Paths to Pervious Pavement | \$2,281.34 | 19.00 | | 1 | | 12 | | 6 | | | |
| S2.4 | Change Stomwater Qnantity and and Quality Calculations and reports | \$3,622.03 | 29.00 | 1 | 2 | | 20 | | 2 | 4 | | |
| S2.5 | Change the Opinion of Probable Costs | \$671.16 | 5.00 | | 1 | | 4 | | | | | |
| S2.6 | | \$0.00 | 0.00 | | | | | | | | | |
| S2.7 | | \$0.00 | 0.00 | | | | | | | | | |
| S2.8 | | \$0.00 | 0.00 | | | | | | | | | |
| Total | Supp 2 - Supplemental Agreement #2 King County - Civil | \$15,948.67 | 129.00 | 3.00 | 10.00 | 0.00 | 80.00 | 0.00 | 32.00 | 4.00 | 0.00 | 0.00 |
| | Hourly Rate | | | \$67.31/hr | \$47.60/hr | \$38.63/hr | \$38.70/hr | \$29.81/hr | \$29.33/hr | \$24.28/hr | \$52.89/hr | \$34.52/hr |
| | Task Total - Civil | \$ 15,948.67 | | \$ 669.60 | \$ 1,578.42 | \$ - | \$ 10,266.34 | \$ - | \$ 3,112.26 | \$ 322.05 | \$ - | \$ - |
| | Task Total - Planning | \$ - | | | | | | | | | | |
| | Supp 2 - Supplemental Agreement #2 King County - Civil | \$ 15,948.67 | | | | | | | | | | |

AHBL Overhead rate FYE 2014 issued Aug 11, 2015 201.80%

| Supp 2 | Work Task | Total Task Cost (\$) | Total Task Hours | LAND SURVEYING | | | | | | | | |
|--------------|---|----------------------|------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------|-------------|-------------|
| | | | | DF Principal Survey | BD PM Survey | TD Survey Tech | DR PM Survey | DV Party Chief | GD Chainman | | | |
| S2.1 | Additional topo of Jovita Culvert downstream route | \$3,187.24 | 33.00 | | | 4 | 1 | 14 | 14 | | | |
| S2.2 | Review Title reports and plot easements | \$7,491.28 | 53.00 | | 48 | 5 | | | | | | |
| S2.3 | Quality Review | \$892.80 | 4.00 | 4 | | | | | | | | |
| S2.4 | Prep. of a 60% ROW plan for proposed ROW acquisition for project improvements | \$1,674.51 | 13.00 | 2 | 3 | 8 | | | | | | |
| S2.5 | | \$0.00 | 0.00 | | | | | | | | | |
| S2.6 | | \$0.00 | 0.00 | | | | | | | | | |
| S2.7 | | \$0.00 | 0.00 | | | | | | | | | |
| S2.8 | | \$0.00 | 0.00 | | | | | | | | | |
| S2.9 | | \$0.00 | 0.00 | | | | | | | | | |
| Total | Supp 2 - Supplemental Agreement #2 King County - Land Surveying | \$13,245.83 | 103.00 | 6.00 | 51.00 | 17.00 | 1.00 | 14.00 | 14.00 | 0.00 | 0.00 | 0.00 |
| | Direct labor Rate | + | | \$ 67.31 | \$ 43.96 | \$ 29.81 | \$ 41.83 | \$ 33.65 | \$ 23.50 | | | |
| | Hourly Rate | | | \$223.20/hr | \$145.77/hr | \$98.85/hr | \$138.71/hr | \$111.58/hr | \$77.93/hr | | | |
| | Task Total - Suvey | \$ 13,245.83 | | \$ 1,339.20 | \$ 7,434.34 | \$ 1,680.45 | \$ 138.71 | \$ 1,562.17 | \$ 1,090.96 | \$ - | \$ - | \$ - |
| | Supp 2 - Supplemental Agreement #2 King County - Land Surveying | \$ 13,245.83 | | | | | | | | | | |

AHBL Staff Hours per Task
West Valley Highway Preliminary Design (King County)

8/1/2013

AHBL Overhead rate FYE 2015 issued July 26, 2016 190.31%

| Supp 3 | Work Task | Total Task Cost (\$) | Total Task Hours | CIVIL ENGINEERING | | | | | | | PLANNING | | |
|--------------|--|----------------------|------------------|--------------------|--------------------|-------------------|--------------------|------------------------|--------------------|-------------------|--------------------|-------------------|---|
| | | | | SC Principal Civil | BF PM Civil | ?? | AB PE 5 Civil | Sheri Proj Admin Civil | Frank Tech 3 Civil | LK Word Proc | LK Prin. Planning | AC Planner 3 | |
| S3.1 | Management and Project Oversight of the Wetland Subconsultant | \$2,919.60 | 20.00 | 2 | 2 | | 8 | | | | | 6 | 2 |
| S3.2 | Coordination and Attendance at meetings with the City of Pacific | \$1,908.43 | 12.00 | 2 | 2 | | 4 | | | | | 4 | |
| S3.3 | Review of Subconsultant Documents and Submittal to the City of Pacific | \$1,138.89 | 8.00 | | 2 | | 4 | | | | | 2 | |
| S3.4 | WSDOT Coordination and Meetings for NEPA approval | \$1,349.78 | 10.00 | | | | 4 | | | | | 4 | 2 |
| S3.5 | Update NEPA DCE Documents and Split out from Pierce County | \$1,369.88 | 10.00 | | | | | | | | | 6 | 4 |
| S3.6 | Preparation of plans for 30% level submittal | \$6,697.85 | 56.00 | 4 | 4 | | 24 | | | 24 | | | |
| S3.7 | Preparation of stormwater narrative | \$495.53 | 4.00 | | | | 4 | | | | | | |
| S3.8 | | \$0.00 | 0.00 | | | | | | | | | | |
| Total | Supp 3 - Supplemental Agreement #3 King County | \$15,879.95 | 120.00 | 8.00 | 10.00 | 0.00 | 48.00 | 0.00 | 24.00 | 0.00 | 22.00 | 8.00 | |
| | Hourly Rate | | | \$67.31/hr | \$47.60/hr | \$38.63/hr | \$38.70/hr | \$29.81/hr | \$29.33/hr | \$24.28/hr | \$52.89/hr | \$27.65/hr | |
| | Task Total - Civil | \$ 11,447.13 | | \$ 1,723.73 | \$ 1,523.72 | \$ - | \$ 5,946.36 | \$ - | \$ 2,253.32 | \$ - | \$ 3,724.74 | \$ 708.08 | |
| | Task Total - Planning | \$ 4,432.82 | | | | | | | | | | | |
| | Task Total - Landscape | \$ - | | | | | | | | | | | |
| | Supp 3 - Supplemental Agreement #3 King County | \$ 15,879.95 | | | | | | | | | | | |

AHBL Overhead rate FYE 2015 issued July 26, 2016 190.31%

| Supp 3 | Work Task | Total Task Cost (\$) | Total Task Hours | LAND SURVEYING | | | | | | | | | |
|--------------|--|----------------------|------------------|---------------------|--------------------|-------------------|--------------------|--------------------|-------------------|-------------|-------------|-------------|-------------|
| | | | | DF Principal Survey | BD PM Survey | TD Survey Tech | DR PM Survey | DV Party Chief | GD Chainman | | | | |
| S3.1 | Boundary control and wetland delineation survey | \$0.00 | 0.00 | | | | | | | | | | |
| S3.2 | Boundary calculations for offsite mitigation parcels | \$0.00 | 0.00 | | | | | | | | | | |
| S3.3 | Quality Review | \$0.00 | 0.00 | | | | | | | | | | |
| S3.4 | Prep. of wetland mitigation exhibit maps | \$0.00 | 0.00 | | | | | | | | | | |
| S3.5 | | \$0.00 | 0.00 | | | | | | | | | | |
| S3.6 | | \$0.00 | 0.00 | | | | | | | | | | |
| S3.7 | | \$0.00 | 0.00 | | | | | | | | | | |
| S3.8 | | \$0.00 | 0.00 | | | | | | | | | | |
| S3.9 | | \$0.00 | 0.00 | | | | | | | | | | |
| Total | Supp 3 - Supplemental Agreement #3 King County - Land Surveying | \$0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Direct labor Rate | + | | \$ 67.31 | \$ 43.96 | \$ 29.81 | \$ 41.83 | \$ 35.00 | \$ 23.50 | | | | |
| | Hourly Rate | | | \$215.47/hr | \$140.72/hr | \$95.42/hr | \$133.90/hr | \$112.04/hr | \$75.23/hr | | | | |
| | Task Total - Suvey | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Supp 3 - Supplemental Agreement #3 King County - Land Surveying | \$ - | | | | | | | | | | | |

AHBL Staff Hours per Task
West Valley Highway Preliminary Design (King County)

8/1/2013

PROJECT SUMMARY

| | CIVIL | PLANNING | SURVEY | TOTAL | | | |
|---|---------------------|---------------------|---------------------|----------------------|----------------------|-----------------|--|
| TASK 1 Management/Coordination/Administration | \$ 16,236.92 | \$ 5,377.12 | \$ - | \$ 21,614.04 | | | |
| TASK 2 Environmental Permitting | \$ 74.54 | \$ 16,708.33 | \$ - | \$ 16,782.87 | | | |
| TASK 3 Preliminary Design | \$ 54,701.61 | \$ - | \$ - | \$ 54,701.61 | | | |
| TASK 4 Survey | \$ - | \$ - | \$ 17,612.55 | \$ 17,612.55 | | | |
| Supplement #1 Survey | \$ - | \$ - | \$ 10,236.53 | \$ 10,236.53 | | | |
| Supplement #2 Civil + Survey | \$ 15,948.67 | \$ - | \$ 13,245.83 | \$ 29,194.50 | | | |
| Supplement #3 Civil + Planning + Survey | \$ 11,447.13 | \$ 4,432.82 | \$ - | \$ 15,879.95 | | | |
| PROJECT TOTAL | \$ 98,408.87 | \$ 26,518.28 | \$ 41,094.91 | \$ 166,022.05 | \$ 166,022.05 | \$ - | |
| Reimbursable Expenses | | | | | | | |
| Locate Services for Survey | | | | \$ 2,800.00 | | | |
| Reproduction | | | | \$ 1,500.00 | | | |
| Mileage (34mi round trip AHBL to Pacific x 16 Round trips) | | | | \$ 307.36 | From E-1 | Back check Diff | |
| Total | | | | \$ 4,607.36 | \$ 4,607.36 | \$ - | |
| Reimbursable Expenses Supplement #2 | | | | | | | |
| Title Reports (including sales tax from First American Title) | | | | \$ 7,726.80 | | | |
| Reproduction | | | | \$ 1,000.00 | | | |
| Mileage (34mi round trip AHBL to Pacific x 2 Round trips at 54 cents/mi) | | | | \$ 36.72 | From E-1 | Back check Diff | |
| Total | | | | \$ 8,763.52 | \$ 8,763.52 | \$ - | |
| Reimbursable Expenses Supplement #3 | | | | | | | |
| Locate Services for Survey | | | | \$ - | | | |
| Reproduction | | | | \$ 750.00 | | | |
| Mileage (34mi round trip AHBL to Pacific x 4 Round trips at 54 cents/mi) | | | | \$ 73.44 | From E-1 | Back check Diff | |
| Total | | | | \$ 823.44 | \$ 823.44 | \$ - | |
| Grand Total Reimbursables | | | | \$ 14,194.32 | | | |
| Subconsultant Original Contract | | | | | | | |
| AMEC | | | | \$ 32,946.53 | | | |
| HRA | | | | \$ 10,424.97 | | | |
| Theresa Dusek | | | | \$ 17,813.00 | | | |
| Transpo | | | | \$ 23,199.00 | From E-1 | Back check Diff | |
| Total Subconsultant | | | | \$ 84,383.50 | \$ 84,383.50 | \$ - | |
| Subconsultant Supplement #3 | | | | | | | |
| Theresa Dusek | | | | \$ - | From E-1 | Back check Diff | |
| Total Subconsultant Supplement #3 | | | | \$ - | \$ - | \$ - | |
| Total Subconsultants | | | | \$ 84,383.50 | \$ 84,383.50 | \$ - | |
| Original Contract Total | | | | \$ 199,701.94 | \$ 199,701.94 | \$ - | |
| Supplement #1 Total | | | | \$ 10,236.53 | \$ 10,236.53 | \$ - | |
| Supplement #2 Total | | | | \$ 37,958.02 | \$ 37,958.02 | \$ - | |
| Supplement #3 Total | | | | \$ 16,703.39 | \$ 16,703.39 | \$ - | |
| Grand Total | | | | \$ 264,599.88 | \$ 264,599.88 | \$ - | |

Exhibit F
Overhead Cost
(backup)
West Valley Highway Improvements
Supplement #3
King County Segment

AHBL, Inc.



July 26, 2016

AHBL, Inc.
2215 N 30th Street, Suite 300
Tacoma, WA 98403

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Ms. Joyce Bell:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 190.31%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

AHBL, Inc.
Indirect Cost Rate Schedule
Year Ending December 31, 2015

| Account | P & L Amount | Unallowable Adjustment | | Adjusted Amount | % |
|---|------------------|---------------------------|---------|--------------------|----------------|
| Direct Labor Base | 3,623,383 | 18,903 | L | <u>3,604,480</u> | |
| Salary O.M. | | | | | |
| Health Care | 663,737 | 18,629 | H | 645,108 | 17.90% |
| Disability Insurance | 12,861 | | | 12,861 | 0.36% |
| Life Insurance | 2,096 | | | 2,096 | 0.06% |
| Officer Life Insurance | 8,272 | 8,272 | K | 0 | 0.00% |
| Bonuses | 1,701,422 | 931,499 | P | 769,924 | 21.36% |
| Holiday | 193,766 | | | 193,766 | 5.38% |
| Sick | 93,914 | | | 93,914 | 2.61% |
| Vacation | 441,935 | | | 441,935 | 12.26% |
| Pension & 401K | 73,341 | | | 73,341 | 2.03% |
| Payroll Taxes | 650,867 | | | 650,867 | 18.06% |
| Deferred Comp. | 750,656 | 233,212 | I | 517,444 | 14.36% |
| Total Salary O.M. | <u>4,592,865</u> | <u>1,191,611</u> | | <u>3,401,254</u> | <u>94.36%</u> |
| General & Administrative | | | | | |
| Indirect Salaries | 1,914,655 | 148,584 | A,L,S,U | 1,766,070 | 49.00% |
| Advertising/Marketing | 27,450 | 27,450 | A | 0 | 0.00% |
| Bank Charges | 2,870 | | | 2,870 | 0.08% |
| Computer & Software | 234,501 | | | 234,501 | 6.51% |
| Contributions | 15,688 | 15,688 | C | 0 | 0.00% |
| Equipment Rental | 20,649 | | | 20,649 | 0.57% |
| Depreciation/Amortization | 119,939 | 74,040 | O | 45,899 | 1.27% |
| Dues & Subscriptions | 22,064 | 3,759 | R | 18,305 | 0.51% |
| Education | 15,912 | | | 15,912 | 0.44% |
| Entertainment | 7,745 | 7,745 | E | 0 | 0.00% |
| Employee Relations | 68,167 | 60,580 | D,F,G | 7,587 | 0.21% |
| Insurance-General | 116,214 | | | 116,214 | 3.22% |
| Office Supplies | 96,873 | | | 96,873 | 2.69% |
| Parking/Auto Expenses | 22,919 | 14,678 | Q | 8,241 | 0.23% |
| Postage | 6,776 | | | 6,776 | 0.19% |
| Printing | 53,845 | 0 | A | 53,845 | 1.49% |
| Professional Services | 32,603 | 10,022 | J | 22,581 | 0.63% |
| Interest Expense | 5,327 | 5,327 | B | 0 | 0.00% |
| Professional Registration | 11,053 | | | 11,053 | 0.31% |
| Recruitment | 67,039 | | | 67,039 | 1.86% |
| Temporary Help | 31,504 | | | 31,504 | 0.87% |
| Rent/Utilities | 564,049 | 7,560 | M | 556,490 | 15.44% |
| Tenant Improvements | 2,856 | | | 2,856 | 0.08% |
| Repairs & Maintenance | 20,274 | | | 20,274 | 0.56% |
| Taxes | 273,395 | | | 273,395 | 7.58% |
| Telephone | 71,900 | | | 71,900 | 1.99% |
| Travel | 8,921 | 1,451 | N | 7,470 | 0.21% |
| Total General & Administrative | <u>3,835,187</u> | <u>376,883</u> | | <u>3,458,304</u> | <u>95.94%</u> |
| Total Overhead Expenses | <u>8,428,052</u> | <u>1,568,494</u> | | <u>6,859,558</u> | <u>190.31%</u> |
| Overhead Rate | <u>232.60%</u> | | | <u>190.31%</u> | |

References

- A** Advertising unallowable per 48 CFR 31.205-1(f).
- B** Interest unallowable per 48 CFR 31.205-20.
- C** Contributions unallowable per 48 CFR 31.205-8.
- D** Gifts unallowable per 48 CFR 31.205-13.
- E** Entertainment unallowable per 48 CFR 31.205-14.
- F** Alcoholic beverages unallowable per 58 CFR 31.205-51.
- G** Local meals unallowable per 48 CFR 31.205-14, WSDOT Audit Guide for Consultants CH. 6-Overhead Costs & WSDOT accounting Manual M13-82, Ch. 10, section 3.6-Meals
- H** Fringe Benefits estimate associated with the disallowed portion of Marketing Labor unallowable per 48 CFR 31.205-1(f) & AASHTO Audit Guide Ch. 8.13 & 8.24
- I** Deferred Comp unallowable per 48 CFR 31.205-6 (k).
- J** Unallowable legal fees per 48 CFR 31.205-3 & 31.205-27.
- K** Key persons life insurance unallowable per 48 CFR 31.205-19
- L** Unallowable estimated overtime premium per WSDOT policy
- M** Common Control Rent Adjustment per 48 CFR 31.205-36 (b) (3) - Tacoma Rent Only \$223,170.20
- N** Unallowable Travel Expenses
- O** Re-organizational costs unallowable per 31.205-27(a)
- P** Anniversary/Recruiting bonuses in the amount of \$25,500, principal profit sharing in the amount of \$450,000 and principal unallowable per 48 CFR 31.205-6(f) and 2012 AASHTO Audit Guide Ch. 7.11
- Q** Principal & Project Manager parking in the amount of \$14,678 per 48 CFR 31.201-2(d), 48 CFR 31.201-3 and 48 CFR 31.205-6(m)
- R** Costs of memberships in civic and community organization unallowable per 48 CFR 31.205-1(f)(7).
- S** Excess executive compensation for \$4,252 is unallowable per 48 CFR 31.205-6(p)
- T** Unallowable Travel Expenses
- U** Adjust Indirect Labor to get to PSMJ indirect labor ratio of 45% - Reduce by \$63,925

Appendix A. Example Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: AHBL, Inc.

Indirect Cost Rate Proposal: 191.08

Date of Proposal Preparation (mm/dd/yyyy): 07/22/2016

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2015 to 12/31/2015

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Sean M. Comfort

Title: Vice President/Principal

Date of Certification (mm/dd/yyyy): 7/22/2016



TO: Mayor Guier and City Council Members

FROM: Amy Stevenson-Ness, City Clerk

MEETING DATE: October 24, 2016

SUBJECT: Revised Interlocal Agreement with AWC RMSA

ATTACHMENTS:

- Resolution 2016-341
- AWC RMSA Interlocal Agreement

Previous Council Review Date: October 17, 2016

Summary: The City joined the Association of Washington Cities Risk Management Service Agency’s Risk Management pool on January 1, 2014 (AWC RMSA). The revised ILA provides for self-insurance pooling and group purchasing power of insurance coverage, while receiving risk management services and property and liability claims administration.

Recommendation/Action: It is recommended that the Council adopt Resolution No. 2016-341, to continue the risk pool membership with AWC RMSA.

Motion for Consideration: I move to approve Resolution No. 2016-341, authorizing the Mayor to execute a revised interlocal agreement with AWC RMSA for continued membership in the Risk Management pool effective January 1, 2017.

Budget Impact: Cost of external legal review.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO 2016-341

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
APPROVING THE INTERLOCAL AGREEMENT WITH THE
ASSOCIATION OF WASHINGTON CITIES (AWC) RISK
MANAGEMENT SERVICE AGENCY (RMSA) AND ITS
MEMBERS**

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA), authorized and formed under RCW 48.62, offers pooled self-insurance providing cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of Pacific has reviewed and analyzed the AWC RMSA Interlocal agreement and with legal counsel for consistency with city code of the City of Pacific ; and

WHEREAS, the City of Pacific acknowledges that after becoming a member of the AWC RMSA, the City of Pacific shall be subject to assessments and any future reassessments as required by statute and the AWC RMSA; and

WHEREAS, the City of Pacific concludes that the Interlocal Agreement of the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW, THEREFORE, the City of Pacific does hereby agree to enter into and abide by the Interlocal agreement, which, along with this Resolution, constitutes a contract between the City of Pacific and the AWC RMSA.

APPROVED by the governing body of the City of Pacific, Washington on this 24th day of October, 2016

Leanne Guier, Mayor

Attest:

Amy Stevenson-Ness, CMC, City Clerk

Approved as to form:

Susan Drummond, Attorney

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

Effective January 1, 2017

TABLE OF CONTENTS

| | Page |
|--|------|
| PREAMBLE | 4 |
| RECITALS | 4 |
| ARTICLE 1 Definitions | 4 |
| ARTICLE 2 Risk Sharing | 6 |
| ARTICLE 3 Agency Offices..... | 7 |
| ARTICLE 4 Parties to Agreement | 7 |
| ARTICLE 5 Term of Agreement | 7 |
| ARTICLE 6 Financial Obligations of Agency | 7 |
| ARTICLE 7 Powers of the Agency | 7 |
| ARTICLE 8 The Board of Directors & their Powers & Responsibilities | 8 |
| ARTICLE 9 Operating Committee | 9 |
| ARTICLE 10 Coverage | 9 |
| ARTICLE 11 Bond Requirements | 9 |
| ARTICLE 12 Responsibility of the Agency | 9 |
| ARTICLE 13 Responsibilities of Members | 10 |
| ARTICLE 14 New Members..... | 11 |
| ARTICLE 15 Defense of Agents | 11 |
| ARTICLE 16 Withdrawal | 11 |
| ARTICLE 17 Termination by Agency | 12 |
| ARTICLE 18 Effect of Withdrawal or Termination | 12 |
| ARTICLE 19 Termination and Distribution | 13 |
| ARTICLE 20 Bylaws, Policy, Procedures and Member Standards | 13 |
| ARTICLE 21 Notices..... | 13 |
| ARTICLE 22 Amendment | 13 |
| ARTICLE 23 Enforcement | 14 |

| | | |
|------------|-------------------------------------|----|
| ARTICLE 24 | Prohibition Against Assignment..... | 14 |
| ARTICLE 25 | Severability | 14 |
| ARTICLE 26 | Agreement Complete | 14 |
| ARTICLE 27 | Conflicts..... | 14 |
| ARTICLE 28 | Supersession | 14 |
| ARTICLE 29 | Signature of Counterparts..... | 14 |
| ARTICLE 30 | Section Headings | 14 |
| ARTICLE 31 | Governing Law..... | 15 |
| ARTICLE 32 | Time..... | 15 |
| ARTICLE 33 | Authorization of Signature..... | 15 |

INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.

- 1.4 **“Assessment”** shall mean the monies paid by the Members to the Agency.
- 1.5 **“Association”** shall mean the Association of Washington Cities.
- 1.6 **“Board of Directors”** or **“Board”** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 **“Bylaws”** shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 **“Claim(s)”** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 **“Coverage Agreement”** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 **“Excess insurance”** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 **“Fiscal Year”** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 **“Insurance”** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 **“Interlocal Agreement”** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 **“Joint Self-Insurance Program”** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 **“Local Governmental Entity”** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 **“Member”** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
- 1.17 **“Member Standards”** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 **“Operating Committee”** shall mean the standing advisory committee to the Board.

- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.
- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2
Risk Sharing

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.

- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3
Agency Offices**

- 3.1 **Principal Executive Office**
The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.
- 3.2 **Other Offices**
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

**ARTICLE 4
Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 5
Term of Agreement**

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

**ARTICLE 6
Financial Obligations of Agency**

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

**ARTICLE 7
Powers of the Agency**

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;

- 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of directors
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by directors
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.
 - 8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.
 - 8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.
 - 8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
 - 8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.
 - 8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

- 8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9 Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10 Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11 Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12 Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;

- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13

Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15
Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16
Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
 - 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17
Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to

terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.

- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.
- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition

of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

**ARTICLE 25
Severability**

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

**ARTICLE 26
Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE 27
Conflicts**

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence.”

**Article 28
Supersession**

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency.”

**Article 29
Signature in Counterparts**

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

**Article 30
Section Headings**

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

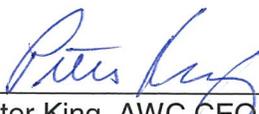
**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

By 
Peter King, AWC CEO

By _____

_____, Mayor
(Printed name)

Date 9/14/16

Date _____



Agenda Bill No. 16-108

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, City Administrator

MEETING DATE: October 17, 2016

SUBJECT: Motion to approve the 2016 Third Quarter financial reports

ATTACHMENTS: 2016 Third Quarter Financial Reports, which include a cash flow report, an investment report and the Third Quarter Summary Financial Report. Also included is a narrative for the quarterly report.

Previous Council Review Date: City Council Workshop on August 1, 2016 and the Finance Committee Meeting on July 27, 2016

Summary: The Finance Committee met with staff on Wednesday, July 27th to discuss the 2016 Second quarter financial reports. Staff has reviewed these reports with the Mayor and City Administrator during the week of the Finance Committee and City Council.

Recommendation/Action: Staff recommends that the City Council approve the 2016 Second quarter financial reports.

Motion for Consideration: I move to approve the 2016 Third Quarter Financial Reports as reviewed by the Finance Committee and staff.

Budget Impact: N/A

Alternatives: N/A

2016 Third Quarter Financial Reports

Enclosed are the fund reports as of September 30th (year to date) 2016.

Staff is presenting the summary reports for the City Council's review. The line item reports are in greater detail and reviewed by the Mayor and City Administrator. Then they are distributed to the department heads to review with the City Administrator and Mayor once again over each area of control. The Finance Committee has reviewed the department level reports at the Committee meeting on October 12th and approved them to go to the Council for review and a motion to approve (October 24th 2016).

The third quarter is usually more indicative of the budget due to its inclusion of three-quarters of the year revenues and expenditures, such as property tax revenue and the liability insurance annual payment. Last year at this time the City's cash position was up by \$47K, a slight increase. This year shows a large decrease of \$791K which is primarily caused by the water capital portion of the Valentine project (over \$1.2M). This was paid for by Public Work Trust Fund loans of which over \$800K was received in 2015. If we remove the impact by the Water Capital Fund (406) of a \$923K decrease, then the impact on cash position through three quarters is a positive \$133K. That is why I am not concerned with the City of Pacific's cash position decrease in the first nine months of 2015.

- The General Fund (001) is down by \$19K which is primarily due to the \$31K cost of the generator project which was not budgeted for.
- The General Fund Equipment Reserve Fund (098) is in the "red" \$45K due to most of the budgeted expenses having been spent (97.7%) and the projected beginning fund balance exceeding the actual beginning balance by \$29K. This will be corrected for in the annual budget amendment.
- The Street Fund (101) is up by \$145K primarily due to the real estate excise taxes (REET) exceeding budgeted amounts by 44%.
- The Roads Capital Improvement Fund (301) is down due to the Interurban trail right of way acquisition and engineering costs for the Milwaukee sidewalk upgrade (\$115K). Grant funding has yet to be received but will in the fourth quarter.
- The Valentine Road Project Fund (308) is up by \$89K as no significant expenditures yet. We are waiting on funding in the fourth quarter (line of credit) to pay the balance of the project to the City of Sumner. Nothing unexpected.
- The West Valley Road Project (309) Fund is down (\$33.8K) putting this fund in the negative, due engineering costs that were budgeted. Though much of these expenses will be grant reimbursed, some are matching funds and I am expecting that this fund will most likely see a decrease by year's end. However, it will not be in the red based on budgeted projections.
- The Water (401) Fund is "gushing" funds badly (\$263K). This is due to rate increases not keeping pace with annual expenditure growth along with infrastructure repairs. Staff has worked with a consultant on a utility rate study that does support significant rate increases in 2017. This is not a surprise as it has been going on since late 2015.
- The Sewer Fund (402) is up by \$47K, however this is misleading as the expenditures do not include 9 monthly payments to King County for the sewer plant approximately \$110K which would put this fund in the red, again a problem cause by the lack of rates keeping up with expenditures, annually.

- The Water Capital Improvement Fund (406) is down by \$923.2K due to the \$1.2M payment to the City of Sumner for the water infrastructure related to the Valentine Roads Project. This was funded by Public Works Trust Fund loans of which \$800K was received in 2015, so this drop is not unexpected.
- The Sewer Cumulative Fund (408) is up \$95K due to transfers that were budgeted for and no expenditures used as of the \$435K budgeted as of yet. This may even out in the 4th quarter or be delayed until next year.
- The Stormwater (409) Fund is down by \$49.5K due to the lack of rates keeping up with expenditures, annually.
- The Utilities Equipment Reserve Fund (499) is up by \$131K as many of the planned purchases have been delayed due to staff not having the time to invest in the purchase workup.

These numbers surpass 2015's third quarter reports by \$781K (greater decrease in cash) due to the Valentine water infrastructure payment.

Please feel free to contact me to discuss any matters with this report.

Richard A. Gould
City Administrator

DRAFT

Fund Cash change:

| Fund | | 2015 | 2016 | Net Gain (loss) |
|------|-------------------------------------|-----------------|-----------------|-----------------|
| 001 | General Fund | \$ 2,027,946.94 | \$ 2,008,663.10 | \$ (19,283.84) |
| 098 | General Fund Equipment Reserve | \$ 11,979.67 | \$ (44,943.07) | \$ (56,922.74) |
| 099 | General Fund Cumulative Reserve | \$ 380,573.15 | \$ 381,621.40 | \$ 1,048.25 |
| 101 | Street Fund | \$ 255,055.16 | \$ 399,767.70 | \$ 144,712.54 |
| 107 | Tourism Fund | \$ 110,034.61 | \$ 118,830.23 | \$ 8,795.62 |
| 206 | LID 3 Redemption Fund | \$ - | \$ - | \$ - |
| 300 | Municipal Capital Improvements Fund | \$ 434,521.24 | \$ 436,886.62 | \$ 2,365.38 |
| 301 | Stewart/8th St Corridor Fund | \$ 297,165.80 | \$ 178,207.21 | \$ (118,958.59) |
| 305 | Parks Capital Improvement Fund | \$ 113,743.61 | \$ 116,437.14 | \$ 2,693.53 |
| 308 | Valentine Road Project Fund | \$ 69,582.15 | \$ 158,714.84 | \$ 89,132.69 |
| 309 | West Valley | \$ 26,357.28 | \$ (7,419.58) | \$ (33,776.86) |
| 310 | Stewart/Thornton Ave Rd Project | \$ 918.47 | \$ 24,556.19 | \$ 23,637.72 |
| 333 | Fire Capital Improvement | \$ 76,197.31 | \$ 82,871.48 | \$ 6,674.17 |
| 401 | Water Fund | \$ 592,590.97 | \$ 329,368.48 | \$ (263,222.49) |
| 402 | Sewer Fund | \$ 429.61 | \$ 47,465.48 | \$ 47,035.87 |
| 403 | Garbage Fund | \$ 275,920.01 | \$ 277,168.32 | \$ 1,248.31 |
| 406 | Water Capital Improvement Fund | \$ 1,469,505.96 | \$ 546,307.79 | \$ (923,198.17) |
| 408 | Sewer Cumulative Fund | \$ 621,982.92 | \$ 717,279.41 | \$ 95,296.49 |
| 409 | Stormwater Fund | \$ 821,820.04 | \$ 772,335.73 | \$ (49,484.31) |
| 410 | Stormwater Facility Fund | \$ 161,117.06 | \$ 281,608.23 | \$ 120,491.17 |
| 411 | Pierce County Water Area Fund | \$ 145,016.79 | \$ 129,738.59 | \$ (15,278.20) |
| 499 | Utilities Equipment Reserve Fund | \$ 329,447.16 | \$ 460,217.51 | \$ 130,770.35 |
| 601 | Customer Deposits Fund | \$ 5,159.91 | \$ 5,159.91 | \$ - |
| 630 | Developer Deposits Fund | \$ 67,955.78 | \$ 66,095.78 | \$ (1,860.00) |
| 635 | Pacific Court | \$ 58,121.39 | \$ 58,121.39 | \$ - |
| 640 | Algona Court Fund | \$ 8,354.25 | \$ 25,009.03 | \$ 16,654.78 |
| 800 | Payroll EE Benefit Clearing | \$ 10,915.18 | \$ 11,825.44 | \$ 910.26 |
| | | \$ 8,372,412.42 | \$ 7,581,894.35 | \$ (790,518.07) |

2016 FUND TOTALS

City Of Pacific
MCAG #: 0423

Time: 11:21:00 Date: 09/19/2016

January To September

Page: 1

| REVENUES | January | February | March | April | May | June | July | August | September | October | November | December | Total | Budgeted Amt | % |
|------------------------------------|--------------|------------|------------|--------------|--------------|------------|--------------|------------|--------------|---------|----------|----------|---------------|---------------|------|
| 001 General Fund | 2,392,377.63 | 341,167.37 | 256,328.55 | 542,342.79 | 545,616.88 | 290,955.91 | 474,733.53 | 305,155.21 | 243,540.96 | 0.00 | 0.00 | 0.00 | 5,392,218.83 | 6,328,675.00 | 85% |
| 098 General Fund Equipment Reserve | 22,053.54 | 10,073.83 | 10,064.96 | 10,075.21 | 10,069.32 | 10,088.68 | 10,065.52 | 10,062.50 | 10,062.50 | 0.00 | 0.00 | 0.00 | 102,616.06 | 162,446.00 | 63% |
| 099 General Fund Cumulative Reserv | 380,708.00 | 0.15 | 36.29 | 134.03 | 273.12 | 178.00 | 39.02 | 225.73 | 27.06 | 0.00 | 0.00 | 0.00 | 381,621.40 | 335,992.13 | 114% |
| 101 Street | 297,365.24 | 30,930.85 | 33,702.60 | 38,878.36 | 36,608.63 | 80,999.85 | 49,183.14 | 35,117.00 | 56,324.63 | 0.00 | 0.00 | 0.00 | 659,110.30 | 661,068.91 | 100% |
| 107 Tourism | 111,292.59 | 958.03 | 938.18 | 1,416.82 | 1,242.90 | 1,415.61 | 1,196.78 | 2,101.49 | 2,571.94 | 0.00 | 0.00 | 0.00 | 123,134.34 | 100,025.00 | 123% |
| 206 LID 3 Redemption | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0% |
| 300 Municipal Capital Improvements | 435,351.37 | 489.74 | 41.54 | 153.46 | 312.67 | 203.78 | 44.67 | 258.42 | 30.97 | 0.00 | 0.00 | 0.00 | 436,886.62 | 432,000.00 | 101% |
| 301 Roads Capital Improvements | 298,861.46 | 226.77 | 19.24 | 70.02 | 142.79 | 92.21 | 16.39 | 114.09 | 13.01 | 0.00 | 0.00 | 0.00 | 299,555.98 | 666,083.62 | 45% |
| 305 Parks Capital Improvement | 113,880.35 | 154.78 | 12.74 | 531.01 | 1,015.18 | 2,860.04 | 1,582.69 | 68.60 | 476.22 | 0.00 | 0.00 | 0.00 | 120,581.61 | 294,350.00 | 41% |
| 308 Valentine Road Project | 81,044.05 | 11,597.14 | 10,508.21 | 10,531.05 | 10,576.00 | 10,554.43 | 14,888.01 | 14,959.03 | 1,761.13 | 0.00 | 0.00 | 0.00 | 166,419.05 | 6,451,800.00 | 3% |
| 309 West Valley | 30,771.93 | 4,409.61 | 4,377.54 | 4,361.00 | 4,375.00 | 17,350.98 | 0.00 | 0.00 | 13,125.00 | 0.00 | 0.00 | 0.00 | 78,771.06 | 246,700.00 | 32% |
| 310 Stewart/Thornton Ave Rd Projec | 918.47 | 0.00 | 0.00 | 174,943.64 | 93,224.63 | 25.59 | 5.61 | 31.23 | 1.74 | 0.00 | 0.00 | 0.00 | 269,150.91 | 452,000.00 | 60% |
| 333 Fire Capital Improvement | 76,273.11 | 85.79 | 7.28 | 519.94 | 1,041.13 | 2,994.39 | 1,402.28 | 48.72 | 498.84 | 0.00 | 0.00 | 0.00 | 82,871.48 | 82,263.77 | 101% |
| 401 Water | 670,611.46 | 91,064.40 | 76,845.42 | 77,784.19 | 89,118.27 | 114,850.64 | 89,811.03 | 103,329.28 | 96,789.41 | 0.00 | 0.00 | 0.00 | 1,410,204.10 | 1,750,041.03 | 81% |
| 402 Sewer | 164,920.37 | 171,248.80 | 161,690.62 | 165,866.74 | 175,501.51 | 167,268.95 | 163,965.11 | 180,339.90 | 179,924.76 | 0.00 | 0.00 | 0.00 | 1,530,726.76 | 2,251,751.45 | 68% |
| 403 Garbage | 276,194.47 | 310.69 | 26.35 | 97.23 | 198.37 | 129.28 | 28.34 | 163.94 | 19.65 | 0.00 | 0.00 | 0.00 | 277,168.32 | 291,880.76 | 95% |
| 406 Water Capital Improvement | 1,470,136.02 | 5,054.88 | 195.06 | 5,552.41 | 11,079.66 | 30,722.37 | 420,966.57 | 1,147.82 | 5,190.96 | 0.00 | 0.00 | 0.00 | 1,950,045.75 | 5,543,100.00 | 35% |
| 408 Sewer Cumulative Fund | 629,164.12 | 12,570.57 | 6,623.67 | 8,790.62 | 11,033.73 | 18,874.54 | 12,632.79 | 8,976.62 | 8,612.75 | 0.00 | 0.00 | 0.00 | 717,279.41 | 622,250.00 | 115% |
| 409 Storm | 884,276.37 | 64,572.51 | 59,845.16 | 57,899.15 | 61,259.15 | 61,312.39 | 56,630.71 | 63,305.99 | 60,790.55 | 0.00 | 0.00 | 0.00 | 1,369,891.98 | 1,319,260.44 | 104% |
| 410 Stormwater Facility Fund | 173,985.67 | 12,722.86 | 12,726.14 | 13,228.58 | 13,760.84 | 15,514.08 | 13,633.09 | 12,859.60 | 13,177.37 | 0.00 | 0.00 | 0.00 | 281,608.23 | 1,205,200.00 | 23% |
| 411 Pierce County Water Area | 145,161.05 | 0.00 | 13.50 | 49.21 | 99.12 | 63.78 | 13.80 | 78.81 | 9.32 | 0.00 | 0.00 | 0.00 | 145,488.59 | 189,000.00 | 77% |
| 499 Utilities Equipment Reserve | 351,441.55 | 21,666.67 | 21,698.19 | 21,785.04 | 21,923.96 | 21,844.46 | 21,707.07 | 21,913.22 | 21,697.77 | 0.00 | 0.00 | 0.00 | 525,677.93 | 526,200.00 | 100% |
| 601 Customer Deposits | 5,159.91 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,159.91 | 5,160.00 | 100% |
| 630 Developer Deposit | 68,705.78 | 600.00 | 3,400.00 | 5,120.00 | 3,150.00 | 0.00 | 250.00 | 2,250.00 | 1,870.00 | 0.00 | 0.00 | 0.00 | 85,345.78 | 73,900.00 | 115% |
| 635 Pacific Court | 58,121.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 58,121.39 | 0.00 | 0% |
| 640 Algona Court | 17,303.84 | 11,058.19 | 16,584.64 | 11,475.80 | 12,556.66 | 14,856.94 | 9,515.76 | 12,445.49 | 12,089.50 | 0.00 | 0.00 | 0.00 | 117,886.82 | 209,370.00 | 56% |
| 800 Payroll EE Benefit Clearing | 10,915.18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,915.18 | 0.00 | 0% |
| | 9,166,994.92 | 790,963.63 | 675,685.88 | 1,151,606.30 | 1,104,179.52 | 863,156.90 | 1,342,311.91 | 774,952.69 | 728,606.04 | 0.00 | 0.00 | 0.00 | 16,598,457.79 | 30,202,518.11 | 55% |
| EXPENDITURES | January | February | March | April | May | June | July | August | September | October | November | December | Total | Budgeted Amt | % |
| 001 General Fund | 294,745.63 | 490,848.54 | 323,004.05 | 352,315.22 | 309,553.52 | 474,822.09 | 337,318.14 | 388,738.91 | 412,209.20 | 0.00 | 0.00 | 0.00 | 3,383,555.30 | 4,558,114.90 | 74% |
| 098 General Fund Equipment Reserve | 0.00 | 0.00 | 0.00 | 36,474.97 | -36,474.97 | 36,474.97 | 90,034.11 | 20,767.54 | 282.51 | 0.00 | 0.00 | 0.00 | 147,559.13 | 151,050.00 | 98% |
| 101 Street | 19,303.61 | 37,824.95 | 37,557.97 | 21,798.61 | 27,217.22 | 28,010.44 | 37,015.88 | 24,930.80 | 25,683.12 | 0.00 | 0.00 | 0.00 | 259,342.60 | 510,185.69 | 51% |
| 107 Tourism | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 470.00 | 3,834.11 | 0.00 | 0.00 | 0.00 | 0.00 | 4,304.11 | 14,075.00 | 31% |
| 206 LID 3 Redemption | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,536.92 | 0% |
| 301 Roads Capital Improvements | 97,271.90 | 0.00 | 2,776.74 | 0.00 | 1,823.13 | 37,362.15 | -32,571.62 | 9,425.67 | 5,260.80 | 0.00 | 0.00 | 0.00 | 121,348.77 | 406,825.00 | 30% |
| 305 Parks Capital Improvement | 0.00 | 4,144.47 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,144.47 | 183,299.95 | 2% |
| 308 Valentine Road Project | 0.00 | 6,464.21 | 0.00 | 1,240.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,704.21 | 5,775,300.00 | 0% |
| 309 West Valley | 0.00 | 8,541.29 | 10,410.75 | 36,678.13 | 9,034.18 | 12,292.04 | 0.00 | 8,313.36 | 920.89 | 0.00 | 0.00 | 0.00 | 86,190.64 | 129,500.00 | 67% |
| 310 Stewart/Thornton Ave Rd Projec | 973.00 | 0.00 | 0.00 | 213,300.95 | 0.00 | 0.00 | 2,104.83 | 28,215.94 | 0.00 | 0.00 | 0.00 | 0.00 | 244,594.72 | 450,000.00 | 54% |
| 333 Fire Capital Improvement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | 0% |
| 401 Water | 54,416.97 | 101,115.02 | 106,994.69 | 69,240.86 | 231,141.51 | 125,582.22 | 71,213.88 | 78,111.38 | 243,019.05 | 0.00 | 0.00 | 0.00 | 1,080,835.58 | 1,274,438.72 | 85% |
| 402 Sewer | 63,244.33 | 186,438.75 | 176,299.05 | 283,378.74 | 176,265.87 | 71,789.23 | 178,099.17 | 174,846.33 | 172,899.77 | 0.00 | 0.00 | 0.00 | 1,483,261.24 | 2,248,071.33 | 66% |
| 403 Garbage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,980.00 | 0% |
| 406 Water Capital Improvement | 13,125.00 | 13,125.00 | 13,125.00 | 16,652.69 | 13,125.00 | 13,125.00 | 13,125.00 | 14,862.22 | 1,293,473.05 | 0.00 | 0.00 | 0.00 | 1,403,737.96 | 4,304,059.66 | 33% |
| 408 Sewer Cumulative Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 434,712.50 | 0% |
| 409 Storm | 62,189.40 | 72,851.58 | 62,301.44 | 86,468.62 | 61,444.37 | 60,498.06 | 61,343.13 | 64,342.90 | 66,116.71 | 0.00 | 0.00 | 0.00 | 597,556.21 | 853,927.84 | 70% |

2016 FUND TOTALS

City Of Pacific
MCAG #: 0423

Time: 11:21:00 Date: 09/19/2016

January To September

Page: 2

| EXPENDITURES | January | February | March | April | May | June | July | August | September | October | November | December | Total | Budgeted Amt | % |
|---------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|--------------|--------------|--------------|--------------|---------------|------|
| 410 Stormwater Facility Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 840,525.00 | 0% |
| 411 Pierce County Water Area | 1,750.00 | 1,750.00 | 1,750.00 | 1,750.00 | 1,750.00 | 1,750.00 | 1,750.00 | 1,750.00 | 1,750.00 | 0.00 | 0.00 | 0.00 | 15,750.00 | 21,000.00 | 75% |
| 499 Utilities Equipment Reserve | 42,250.00 | 0.00 | 14,370.12 | 1,199.96 | 0.00 | 7,640.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 65,460.42 | 225,000.00 | 29% |
| 630 Developer Deposit | 0.00 | 250.00 | 5,250.00 | 4,000.00 | 2,500.00 | 1,000.00 | 2,000.00 | 2,000.00 | 2,250.00 | 0.00 | 0.00 | 0.00 | 19,250.00 | 18,743.25 | 103% |
| 640 Algona Court | 0.00 | 8,949.59 | 11,058.19 | 16,750.69 | 11,427.15 | 12,556.66 | 14,856.94 | 9,515.76 | 12,445.49 | 0.00 | 0.00 | 0.00 | 97,560.47 | 196,350.00 | 50% |
| 800 Payroll EE Benefit Clearing | 289.80 | -902.13 | -1,093.20 | 2,547.32 | -1,147.81 | -1,120.48 | 413.06 | 1,199.46 | -1,096.28 | 0.00 | 0.00 | 0.00 | -910.26 | 0.00 | 0% |
| | 649,559.64 | 931,401.27 | 763,804.80 | 1,143,796.76 | 807,659.17 | 881,782.72 | 777,172.52 | 830,854.38 | 2,235,214.31 | 0.00 | 0.00 | 0.00 | 9,021,245.57 | 22,634,695.76 | 40% |
| FUND GAIN/LOSS: | 8,517,435.28 | -140,437.64 | -88,118.92 | 7,809.54 | 296,520.35 | -18,625.82 | 565,139.39 | -55,901.69 | -1,506,608.27 | 0.00 | 0.00 | 0.00 | 7,577,212.22 | | |
| FUND NET POSITION: | 8,517,435.28 | 8,376,997.64 | 8,288,878.72 | 8,296,688.26 | 8,593,208.61 | 8,574,582.79 | 9,139,722.18 | 9,083,820.49 | 7,577,212.22 | 7,577,212.22 | 7,577,212.22 | 7,577,212.22 | | | |

City of Pacific 3rd Quarter Financial Reports-2016-Summary

City Of Pacific
MCAG #: 0423

Months: 01 To: 09

Time: 11:14:56 Date: 09/19/2016

Page: 1

| Fund | Revenue Budgeted | Received | | Expense Budgeted | Spent | |
|-------------------------------------|----------------------|----------------------|--------------|----------------------|---------------------|--------------|
| 001 General Fund | 6,328,675.00 | 5,392,218.83 | 85.2% | 4,558,114.90 | 3,383,555.30 | 74.2% |
| 005 Parks | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.0% |
| 007 Tourism | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.0% |
| 098 General Fund Equipment Reserve | 162,446.00 | 102,616.06 | 63.2% | 151,050.00 | 147,559.13 | 97.7% |
| 099 General Fund Cumulative Reserve | 335,992.13 | 381,621.40 | 113.6% | 0.00 | 0.00 | 0.0% |
| 100 Springbrook GF | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.0% |
| 101 Street | 661,068.91 | 659,110.30 | 99.7% | 510,185.69 | 259,342.60 | 50.8% |
| 107 Tourism | 100,025.00 | 123,134.34 | 123.1% | 14,075.00 | 4,304.11 | 30.6% |
| 206 LID 3 Redemption | 2,000.00 | 0.00 | 0.0% | 1,536.92 | 0.00 | 0.0% |
| 207 LID 3 Reserve | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.0% |
| 208 2000 Fire GO Bond | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.0% |
| 300 Municipal Capital Improvements | 432,000.00 | 436,886.62 | 101.1% | 0.00 | 0.00 | 0.0% |
| 301 Roads Capital Improvements | 666,083.62 | 299,555.98 | 45.0% | 406,825.00 | 121,348.77 | 29.8% |
| 305 Parks Capital Improvement | 294,350.00 | 120,581.61 | 41.0% | 183,299.95 | 4,144.47 | 2.3% |
| 308 Valentine Road Project | 6,451,800.00 | 166,419.05 | 2.6% | 5,775,300.00 | 7,704.21 | 0.1% |
| 309 West Valley | 246,700.00 | 78,771.06 | 31.9% | 129,500.00 | 86,190.64 | 66.6% |
| 310 Stewart/Thornton Ave Rd Project | 452,000.00 | 269,150.91 | 59.5% | 450,000.00 | 244,594.72 | 54.4% |
| 333 Fire Capital Improvement | 82,263.77 | 82,871.48 | 100.7% | 30,000.00 | 0.00 | 0.0% |
| 401 Water | 1,750,041.03 | 1,410,204.10 | 80.6% | 1,274,438.72 | 1,080,835.58 | 84.8% |
| 402 Sewer | 2,251,751.45 | 1,530,726.76 | 68.0% | 2,248,071.33 | 1,483,261.24 | 66.0% |
| 403 Garbage | 291,880.76 | 277,168.32 | 95.0% | 7,980.00 | 0.00 | 0.0% |
| 406 Water Capital Improvement | 5,543,100.00 | 1,950,045.75 | 35.2% | 4,304,059.66 | 1,403,737.96 | 32.6% |
| 408 Sewer Cumulative Fund | 622,250.00 | 717,279.41 | 115.3% | 434,712.50 | 0.00 | 0.0% |
| 409 Storm | 1,319,260.44 | 1,369,891.98 | 103.8% | 853,927.84 | 597,556.21 | 70.0% |
| 410 Stormwater Facility Fund | 1,205,200.00 | 281,608.23 | 23.4% | 840,525.00 | 0.00 | 0.0% |
| 411 Pierce County Water Area | 189,000.00 | 145,488.59 | 77.0% | 21,000.00 | 15,750.00 | 75.0% |
| 499 Utilities Equipment Reserve | 526,200.00 | 525,677.93 | 99.9% | 225,000.00 | 65,460.42 | 29.1% |
| 601 Customer Deposits | 5,160.00 | 5,159.91 | 100.0% | 0.00 | 0.00 | 0.0% |
| 630 Developer Deposit | 73,900.00 | 85,345.78 | 115.5% | 18,743.25 | 19,250.00 | 102.7% |
| 635 Pacific Court | 0.00 | 58,121.39 | 0.0% | 0.00 | 0.00 | 0.0% |
| 640 Algona Court | 209,370.00 | 117,886.82 | 56.3% | 196,350.00 | 97,560.47 | 49.7% |
| 800 Payroll EE Benefit Clearing | 0.00 | 10,915.18 | 0.0% | 0.00 | -910.26 | 0.0% |
| | 30,202,518.11 | 16,598,457.79 | 55.0% | 22,634,695.76 | 9,021,245.57 | 39.9% |

CITY OF PACIFIC

AGENDA BILLS

AGENDA ITEM NO. Consent Agenda 10A MEETING DATE: October 24, 2016
SUBJECT: Claim Voucher & Payroll Approval PREPARED BY: Richard Gould, Finance Director

SUMMARY:

Approval of Payroll for the period of October 1, 2016 through October 15, 2016; Claims Voucher for October 12, 2016 through October 24, 2016.

| | | | |
|------------------------------|---------------|----|------------|
| PAYROLL AUTO DEPOSIT | | \$ | 78,443.69 |
| PAYROLL CHECKS: | 5015 - 5019 | \$ | 1,584.66 |
| EFT'S | | \$ | 64,678.28 |
| CLAIMS CHECKS: | 47443 - 47508 | \$ | 254,790.68 |
| CLAIMS CHECKS VOIDED: | | | |

TOTAL EXPENDITURES:

\$ 399,497.31

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

10/12/2016 To: 10/24/2016

Time: 11:04:47 Date: 10/20/2016

Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|--------------------------------|-----------|---|
| 6436 | 10/21/2016 | Claims | 1 | EFT | WA ST DEPARTMENT OF REVENUE | 11,568.79 | Excise And B & O Tax For September 2016 |
| 6565 | 10/20/2016 | Payroll | 1 | EFT | | 418.53 | 10/01/16 - 10/15/16 Payroll |
| 6566 | 10/20/2016 | Payroll | 1 | EFT | | 2,887.76 | 10/01/16 - 10/15/16 Payroll |
| 6567 | 10/20/2016 | Payroll | 1 | EFT | | 1,600.84 | 10/01/16 - 10/15/16 Payroll |
| 6568 | 10/20/2016 | Payroll | 1 | EFT | | 2,242.62 | 10/01/16 - 10/15/16 Payroll |
| 6569 | 10/20/2016 | Payroll | 1 | EFT | | 4,053.40 | 10/01/16 - 10/15/16 Payroll |
| 6570 | 10/20/2016 | Payroll | 1 | EFT | | 2,409.59 | 10/01/16 - 10/15/16 Payroll |
| 6571 | 10/20/2016 | Payroll | 1 | EFT | | 2,311.89 | 10/01/16 - 10/15/16 Payroll |
| 6572 | 10/20/2016 | Payroll | 1 | EFT | | 510.03 | 10/01/16 - 10/15/16 Payroll |
| 6574 | 10/20/2016 | Payroll | 1 | EFT | | 1,367.28 | 10/01/16 - 10/15/16 Payroll |
| 6575 | 10/20/2016 | Payroll | 1 | EFT | | 1,349.08 | 10/01/16 - 10/15/16 Payroll |
| 6576 | 10/20/2016 | Payroll | 1 | EFT | | 2,575.11 | 10/01/16 - 10/15/16 Payroll |
| 6577 | 10/20/2016 | Payroll | 1 | EFT | | 92.05 | 10/01/16 - 10/15/16 Payroll |
| 6579 | 10/20/2016 | Payroll | 1 | EFT | | 3,343.95 | 10/01/16 - 10/15/16 Payroll |
| 6580 | 10/20/2016 | Payroll | 1 | EFT | | 317.91 | 10/01/16 - 10/15/16 Payroll |
| 6581 | 10/20/2016 | Payroll | 1 | EFT | | 809.79 | 10/01/16 - 10/15/16 Payroll |
| 6582 | 10/20/2016 | Payroll | 1 | EFT | | 2,663.29 | 10/01/16 - 10/15/16 Payroll |
| 6583 | 10/20/2016 | Payroll | 1 | EFT | | 911.24 | 10/01/16 - 10/15/16 Payroll |
| 6584 | 10/20/2016 | Payroll | 1 | EFT | | 3,099.44 | 10/01/16 - 10/15/16 Payroll |
| 6586 | 10/20/2016 | Payroll | 1 | EFT | | 2,618.42 | 10/01/16 - 10/15/16 Payroll |
| 6587 | 10/20/2016 | Payroll | 1 | EFT | | 1,868.03 | 10/01/16 - 10/15/16 Payroll |
| 6588 | 10/20/2016 | Payroll | 1 | EFT | | 1,310.63 | 10/01/16 - 10/15/16 Payroll |
| 6589 | 10/20/2016 | Payroll | 1 | EFT | | 1,289.63 | 10/01/16 - 10/15/16 Payroll |
| 6590 | 10/20/2016 | Payroll | 1 | EFT | | 1,606.63 | 10/01/16 - 10/15/16 Payroll |
| 6591 | 10/20/2016 | Payroll | 1 | EFT | | 2,371.79 | 10/01/16 - 10/15/16 Payroll |
| 6592 | 10/20/2016 | Payroll | 1 | EFT | | 91.45 | 10/01/16 - 10/15/16 Payroll |
| 6593 | 10/20/2016 | Payroll | 1 | EFT | | 2,592.65 | 10/01/16 - 10/15/16 Payroll |
| 6594 | 10/20/2016 | Payroll | 1 | EFT | | 82.05 | 10/01/16 - 10/15/16 Payroll |
| 6595 | 10/20/2016 | Payroll | 1 | EFT | | 1,788.70 | 10/01/16 - 10/15/16 Payroll |
| 6596 | 10/20/2016 | Payroll | 1 | EFT | | 1,647.34 | 10/01/16 - 10/15/16 Payroll |
| 6597 | 10/20/2016 | Payroll | 1 | EFT | | 1,221.03 | 10/01/16 - 10/15/16 Payroll |
| 6598 | 10/20/2016 | Payroll | 1 | EFT | | 2,191.05 | 10/01/16 - 10/15/16 Payroll |
| 6599 | 10/20/2016 | Payroll | 1 | EFT | | 1,793.64 | 10/01/16 - 10/15/16 Payroll |
| 6600 | 10/20/2016 | Payroll | 1 | EFT | | 1,739.10 | 10/01/16 - 10/15/16 Payroll |
| 6601 | 10/20/2016 | Payroll | 1 | EFT | | 1,961.44 | 10/01/16 - 10/15/16 Payroll |
| 6602 | 10/20/2016 | Payroll | 1 | EFT | | 1,283.87 | 10/01/16 - 10/15/16 Payroll |
| 6603 | 10/20/2016 | Payroll | 1 | EFT | | 2,471.50 | 10/01/16 - 10/15/16 Payroll |
| 6604 | 10/20/2016 | Payroll | 1 | EFT | | 1,652.14 | 10/01/16 - 10/15/16 Payroll |
| 6606 | 10/20/2016 | Payroll | 1 | EFT | | 2,877.23 | 10/01/16 - 10/15/16 Payroll |
| 6607 | 10/20/2016 | Payroll | 1 | EFT | | 1,942.06 | 10/01/16 - 10/15/16 Payroll |
| 6609 | 10/20/2016 | Payroll | 1 | EFT | | 1,186.17 | 10/01/16 - 10/15/16 Payroll |
| 6610 | 10/20/2016 | Payroll | 1 | EFT | | 1,802.52 | 10/01/16 - 10/15/16 Payroll |
| 6611 | 10/20/2016 | Payroll | 1 | EFT | | 1,391.94 | 10/01/16 - 10/15/16 Payroll |
| 6612 | 10/20/2016 | Payroll | 1 | EFT | | 1,461.28 | 10/01/16 - 10/15/16 Payroll |
| 6613 | 10/20/2016 | Payroll | 1 | EFT | | 1,831.77 | 10/01/16 - 10/15/16 Payroll |
| 6614 | 10/20/2016 | Payroll | 1 | EFT | | 1,405.83 | 10/01/16 - 10/15/16 Payroll |
| 6616 | 10/21/2016 | Payroll | 1 | EFT | WA ST DEPT LABOR & INDUSTRIES | 17,770.72 | 3RD Quarter 07/01/2016 - 09/30/2016 |
| 6618 | 10/21/2016 | Payroll | 1 | EFT | EMPLOYMENT SECURITY DEPARTMENT | 3,903.97 | 3RD Quarter 07/01/2016 - 09/30/2016 |
| 6627 | 10/20/2016 | Payroll | 1 | EFT | INTERNAL REVENUE SERVICE | 30,759.80 | 941 Deposit For 10/20/2016 - 10/20/2016 |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

10/12/2016 To: 10/24/2016

Time: 11:04:47 Date: 10/20/2016

Page: 2

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|---------|--------|-------|--|-----------|--|
| 6628 | 10/20/2016 | Payroll | 1 | EFT | WA ST DEPT RETIREMENT SYSTEM | 675.00 | 10/20/2016 To 10/20/2016 - DCP - DRS |
| 6573 | 10/20/2016 | Payroll | 1 | 5015 | | 1,215.12 | 10/01/16 - 10/15/16 Payroll |
| 6578 | 10/20/2016 | Payroll | 1 | 5016 | | 87.05 | 10/01/16 - 10/15/16 Payroll |
| 6585 | 10/20/2016 | Payroll | 1 | 5017 | | 92.05 | 10/01/16 - 10/15/16 Payroll |
| 6605 | 10/20/2016 | Payroll | 1 | 5018 | | 92.05 | 10/01/16 - 10/15/16 Payroll |
| 6608 | 10/20/2016 | Payroll | 1 | 5019 | | 98.39 | 10/01/16 - 10/15/16 Payroll |
| 6414 | 10/12/2016 | Claims | 1 | 47443 | KING COUNTY OFFICE OF FINANCE | 500.00 | PW: APPLICATION FOR SPECIAL USE PERMIT 381, 383, 385 WHITE RIVER DR., PACIFIC LOTS 42, 43, 44 WHITE RIVER ESTATES PARCEL #S 935950-0420, 0430, 0440 SECTION 36 TOWNSHIP 21 RANGE 4 |
| 6629 | 10/24/2016 | Claims | 1 | 47444 | ALLIANCE 2020 INC | 30.00 | POLICE: CREDIT CHECK |
| 6630 | 10/24/2016 | Claims | 1 | 47445 | AUS WEST LOCKBOX | 107.64 | CITY HALL & POLICE: DOOR MATS; POLICE: DOORS MATS |
| 6631 | 10/24/2016 | Claims | 1 | 47446 | GAIL BENNETT | 300.00 | SEPT. 2016 CIVIL SERVICE COMMISSION SECRETARY |
| 6632 | 10/24/2016 | Claims | 1 | 47447 | BLUMENTHAL UNIFORMS | 1,486.94 | POLICE: UNIFORMS |
| 6633 | 10/24/2016 | Claims | 1 | 47448 | BUILDERS EXCHANGE OF WASHINGTON | 45.00 | PW: PUBLISH PROJECTS ONLINE |
| 6634 | 10/24/2016 | Claims | 1 | 47449 | CARPINITO BROTHERS INC | 87.33 | PW: WATER/STORM SUPPLIES |
| 6635 | 10/24/2016 | Claims | 1 | 47450 | CENTURYLINK | 102.95 | ACCT. #253-887-9643 999B |
| 6636 | 10/24/2016 | Claims | 1 | 47451 | CITY OF AUBURN (IT) | 3,540.83 | SEPT. 2016 IT SERVICES |
| 6637 | 10/24/2016 | Claims | 1 | 47452 | CITY OF AUBURN (UTILITIES) | 146.68 | SEPT. 2016 UTILITIES |
| 6638 | 10/24/2016 | Claims | 1 | 47453 | CITY OF PACIFIC | 624.68 | SEPT. 2016 UTILITIES |
| 6639 | 10/24/2016 | Claims | 1 | 47454 | CITY OF SUMNER | 1,881.00 | POLICE: OCT. 2016 METRO ANIMAL SERVICES |
| 6640 | 10/24/2016 | Claims | 1 | 47455 | COLUMBIA BANK CARDMEMBER SERVICE | 2,778.67 | ACCT. #4798510051132179 |
| 6641 | 10/24/2016 | Claims | 1 | 47456 | CONFEDERATE TRIBES OF THE CHEHALIS RESER | 1,550.00 | POLICE: INMATE LODGING (CLAGGETT 08/01/16 - 08/31/16) |
| 6642 | 10/24/2016 | Claims | 1 | 47457 | DATABAR INCORPORATED | 3,253.86 | PW: AUG. 2016 UTILITY BILLING; PW: SEPT. 2016 UTILITY BILLING |
| 6643 | 10/24/2016 | Claims | 1 | 47458 | DOOLITTLE CONSTRUCTION, LLC | 42,835.50 | PW: 2016 TRANSPORTATION IMPROVEMENTS PROJECTS |
| 6644 | 10/24/2016 | Claims | 1 | 47459 | CITY OF FIFE | 294.00 | POLICE: AUG. 2016 INMATE LODGING |
| 6645 | 10/24/2016 | Claims | 1 | 47460 | FINISH LINE CLEANING | 3,020.00 | POLICE, CITY HALL, REC & SENIOR CENTER: JANITORIAL SERVICES |
| 6646 | 10/24/2016 | Claims | 1 | 47461 | FORMSOURCE INC | 165.35 | COURT: RECALL CARDS |
| 6647 | 10/24/2016 | Claims | 1 | 47462 | GOODYEAR AUTO SERVICE | 867.56 | PW: REPAIRS/MAINTENANCE TO DODGE |
| 6648 | 10/24/2016 | Claims | 1 | 47463 | H.D. FOWLER CO INC | 537.59 | PW: SUPPLIES; PW: SUPPLIES |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

10/12/2016 To: 10/24/2016

Time: 11:04:47 Date: 10/20/2016

Page: 3

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|-----------------------------------|------------|--|
| 6649 | 10/24/2016 | Claims | 1 | 47464 | ICON MATERIALS | 913.25 | PW: 5/8" CRUSHED ROCK FOR STOCK; PW: 1.25" CRUSHED ROCK; PW: SUPPLIES |
| 6650 | 10/24/2016 | Claims | 1 | 47465 | INTERNATIONAL MUNICIPAL CLERKS | 160.00 | ADMIN: AMY STEVENSON-NESS ANNUAL MEMBERSHIP FEE |
| 6651 | 10/24/2016 | Claims | 1 | 47466 | KC DOT ROAD SRVC DIV | 2,557.17 | PW: INTRAGOVERNMENTAL SERVICES (ACCT. #26) |
| 6652 | 10/24/2016 | Claims | 1 | 47467 | KC FINANCE I-NET | 439.00 | ADMIN: SEPT. 2016 IT SERVICES |
| 6653 | 10/24/2016 | Claims | 1 | 47468 | ELENA KERRIGAN | 300.00 | COURT: INTERPRETER SERVICES |
| 6654 | 10/24/2016 | Claims | 1 | 47469 | KING COUNTY DIRECTORS' ASSOC | 718.78 | FINANCE: WALL PANELS FOR HEATHER'S DESK; CITY HALL: SUPPLIES |
| 6655 | 10/24/2016 | Claims | 1 | 47470 | KING COUNTY FINANCE | 109,826.99 | PW: WASTEWATER TREATMENT (ACCT. #1008) |
| 6656 | 10/24/2016 | Claims | 1 | 47471 | LAW OFFICE OF MICHAEL E. HARBESON | 150.00 | COURT: PUBLIC DEFENSE |
| 6657 | 10/24/2016 | Claims | 1 | 47472 | LEXISNEXIS | 95.73 | POLICE: SEPT. 2016 CONTRACT FEE |
| 6658 | 10/24/2016 | Claims | 1 | 47473 | MCLENDON HARDWARE | 616.26 | PW: SUPPLIES |
| 6659 | 10/24/2016 | Claims | 1 | 47474 | MILES SAND & GRAVEL | 574.35 | PW: ECOLOGY BLOCKS; PW: ECOLOGY BLOCKS FOR CITY PARK |
| 6660 | 10/24/2016 | Claims | 1 | 47475 | MORRIS LAW P.C. | 12,191.25 | ADMIN: SEPT. 2016 CITY ATTORNEY SERVICES |
| 6661 | 10/24/2016 | Claims | 1 | 47476 | MOUNTAIN MIST | 127.44 | BOTTLED WATER |
| 6662 | 10/24/2016 | Claims | 1 | 47477 | NORTHWEST EMBROIDERY | 367.62 | PW: RUBEN RIOS UNIFORM |
| 6663 | 10/24/2016 | Claims | 1 | 47478 | O'REILLY AUTOMOTIVE, INC. | 179.81 | PW: SUPPLIES |
| 6664 | 10/24/2016 | Claims | 1 | 47479 | OGDEN MURPHY WALLACE, PLLC | 1,080.00 | ADMIN: MATTER #13097.000001 (FINWALL) |
| 6665 | 10/24/2016 | Claims | 1 | 47480 | PACIFIC OFFICE AUTOMATION | 263.51 | POLICE: COPY MACHINE; POLICE: COPY MACHINE OVERAGES (08/25/16 - 09/25/16) |
| 6666 | 10/24/2016 | Claims | 1 | 47481 | ELIZABETH PERRIN | 250.00 | YOUTH: RENTAL DEPOSIT REFUND |
| 6667 | 10/24/2016 | Claims | 1 | 47482 | THOMAS C. PETEK | 300.00 | POLICE: B. COWDREY PSYCH EVAL |
| 6668 | 10/24/2016 | Claims | 1 | 47483 | PETROCARD SYSTEMS INC | 2,125.29 | ACCT. #: 00-0077308 INV. #C114579 |
| 6669 | 10/24/2016 | Claims | 1 | 47484 | HEATHER J. POLLOCK | 67.61 | FINANCE: MILEAGE FOR TRAINING |
| 6670 | 10/24/2016 | Claims | 1 | 47485 | PUGET SOUND ENERGY | 122.01 | ACCT. #220010215238; ACCT. #220011192352 |
| 6671 | 10/24/2016 | Claims | 1 | 47486 | QUILL CORPORATION | 124.33 | POLICE: SUPPLIES |
| 6672 | 10/24/2016 | Claims | 1 | 47487 | RH2 ENGINEERING, INC. | 13,606.71 | ADMIN: CITY HALL CAMPUS STANDBY GENERATOR; PW: WATER SYSTEM HYDRAULIC MODELING; PW: CITY HALL CAMPUS STANDBY GENERATOR |
| 6673 | 10/24/2016 | Claims | 1 | 47488 | SOUND PUBLISHING INC | 972.99 | ADMIN: AUG. 2016 LEGAL AFFADAVITS |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

10/12/2016 To: 10/24/2016

Time: 11:04:47 Date: 10/20/2016

Page: 4

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|------------------------------------|------------|--------|--------|-------|--------------------------------------|------------|---|
| 6674 | 10/24/2016 | Claims | 1 | 47489 | SOUND SAFETY PRODUCTS INC | 636.57 | PW: RUBEN RIOS UNIFORM |
| 6675 | 10/24/2016 | Claims | 1 | 47490 | SPORTS SERVICE | 349.86 | POLICE: AMMUNITION |
| 6676 | 10/24/2016 | Claims | 1 | 47491 | STAPLES BUSINESS ADVANTAGE | 44.88 | FINANCE: SUPPLIES |
| 6677 | 10/24/2016 | Claims | 1 | 47492 | STERICYCLE, INC. | 20.72 | POLICE: |
| 6678 | 10/24/2016 | Claims | 1 | 47493 | TOTAL AUTO CARE | 289.06 | POLICE: VEHICLE MAINTENANCE; POLICE: VEHICLE REPAIRS; POLICE: VEHICLE MAINTENANCE |
| 6679 | 10/24/2016 | Claims | 1 | 47494 | TRANSPO GROUP USA, INC. | 10,096.87 | PW: PROJECT #16250.00 |
| 6680 | 10/24/2016 | Claims | 1 | 47495 | UNITED PARCEL SERVICE | 7.04 | POLICE: SHIPPING |
| 6681 | 10/24/2016 | Claims | 1 | 47496 | UNIVERSAL FIELD SERVICES, INC. | 4,456.12 | PW: MILWAUKEE BLVD. ACQUISITION |
| 6682 | 10/24/2016 | Claims | 1 | 47497 | US BANK N.A. - CUSTODY TREASURY DIV. | 72.00 | FINANCE: SEPT. 2016 CUSTODY CHARGES |
| 6683 | 10/24/2016 | Claims | 1 | 47498 | UTILITIES UNDERGROUND LOCATE | 90.30 | PW: SEPT. 2016 EXCAVATION NOTIFICATIONS (70) |
| 6684 | 10/24/2016 | Claims | 1 | 47499 | VALLEY COMMUNICATIONS | 18,187.43 | POLICE: 2016 Q3 WSP ACCESS; POLICE: SEPT. 2016 911 CALLS |
| 6685 | 10/24/2016 | Claims | 1 | 47500 | VENTILATION POWER CLEANING, IN | 1,800.73 | PW: CLEAN LIFT STATIONS |
| 6686 | 10/24/2016 | Claims | 1 | 47501 | VERIZON WIRELESS | 2,232.88 | ACCT. #642048405 INV. #9772730392; POLICE: CELL PHONES |
| 6687 | 10/24/2016 | Claims | 1 | 47502 | WASHINGTON STATE PATROL | 622.50 | POLICE: ACCESS USER FEE; POLICE: BACKGROUND CHECKS |
| 6688 | 10/24/2016 | Claims | 1 | 47503 | WASHINGTON TRACTOR | 398.19 | PW: MOWER PARTS; PW: BELTS FOR FLAIL MOWER |
| 6689 | 10/24/2016 | Claims | 1 | 47504 | WATER MANAGEMENT LAB INC | 147.00 | PW: TOTAL COLIFORM |
| 6690 | 10/24/2016 | Claims | 1 | 47505 | WELLS FARGO FINANCIAL LEASING | 115.86 | SENIOR: COPY MACHINE (ACCT. #6030045411004); PW: PLOTTER LEASE (ACCT. #6030128228000) |
| 6691 | 10/24/2016 | Claims | 1 | 47506 | WHITE KNIGHT SAFE | 72.27 | PW, SENIOR & YOUTH: KEYS |
| 6692 | 10/24/2016 | Claims | 1 | 47507 | KRISTA C WHITE-SWAIN | 2,250.00 | COURT: SEPT. 2016 |
| 6693 | 10/24/2016 | Claims | 1 | 47508 | XTREME GRAPHIX, INC. | 614.72 | POLICE: FORD EXPLORER GRAPHICS; POLICE: BACK DOOR STRIPES |
| | | | | | | | |
| 001 General Fund | | | | | | 160,564.87 | |
| 098 General Fund Equipment Reserve | | | | | | 614.72 | |
| 101 Street | | | | | | 61,839.15 | |
| 301 Roads Capital Improvements | | | | | | 4,456.12 | |
| 333 Fire Capital Improvement | | | | | | 12,794.09 | |
| 401 Water | | | | | | 24,577.84 | |
| 402 Sewer | | | | | | 131,601.82 | |
| 409 Storm | | | | | | 14,097.90 | |
| 630 Developer Deposit | | | | | | 250.00 | |
| 800 Payroll EE Benefit Clearing | | | | | | -11,299.20 | |

CHECK REGISTER

City Of Pacific
MCAG #: 0423

10/12/2016 To: 10/24/2016

Time: 11:04:47 Date: 10/20/2016
Page: 5

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------|------|--------|-------|----------|------------|---|
| | | | | | | 399,497.31 | Claims: 266,359.47 Payroll: 133,137.84 |

Voucher Approval

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

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



City Council Minutes

Workshop
September 19, 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 Newlun, Oliveira, Storaasli, Mayor Pro Tem Steiger, Mayor Guier

Absent Council Members Katie Garberding, Kerry Garberding, and Council President Kave

STAFF PRESENT

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

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by Council.

PRESENTATIONS

A. Department Of Corrections/King County Work Crew Presentation

Ms. Donna Waters provided an overview of the DOC/King County Work Crew as an alternate option to jail time. She outlined the program for Council and stated the cost will be he cost would be \$15/day per offender.

Council consensus is to bring back to later workshop, October 17, 2016.

B. Revenue Bonds and Engagement Letter Presentation

Ms. Cynthia Weed, K&L Gates, discussed the Local Improvement District implementation process for improvements that benefit a specific area of the city.

The consensus of Council is to keep the project moving forward.

Jim Nelson, DA Davidson, Bond Underwriter, walked Council through the bond process and provided them with an overview of the process. He provided examples of taxing options, including levy lid lift, EMS levy, voted bond, sales tax increase, utility tax increase, and a new taxing jurisdiction.

C. Rate Study Presentation

Katy Isaksen, Katy Isaksen & Associates, provided a Council update regarding the utility rate outlook. She provided a long-term view for financial planning with a six-year outlook for each utility. She provided scenarios for full funding for the long-term outlooks and showed rate comparisons to neighboring cities.

Council consensus is to bring this item back to a later workshop.

AGENDA ITEMS

A. AB 16-069: Appointment to Board of Park Commissioners

Mayor Guier stated she recommends Ms. Yolanda Williams for appointment to the Board of Park Commissioners.

Ms. Williams introduced herself to Council and expressed her desire to be on the Park Board and make changes in the trail from Rainier Vista.

On Council consensus, the item was moved forward to the meeting on September 26.

Council Member Oliveira reminded everyone that Family Bingo Night will be on September 20, 2016. There is a \$5 burger plate and \$3 hot dog plate for dinner.

ADJOURN

Council President Kave adjourned the workshop at 8:13 p.m.

Amy Stevenson-Ness, CMC, City Clerk



City Council Minutes

Regular Meeting
September 26, 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, Storaasli, Mayor Pro Tem Steiger, and Mayor Guier

Absent: Council President Kave and Council Member Oliveira

Council Member Newlun made a motion to excuse Council President Kave and Council Member Oliveira from tonight's meeting. Council Member Katie Garberding Seconded.

STAFF PRESENT

City Administrator Richard Gould, Public Works Manager Jim Morgan, Public Safety Director John Calkins, and Office Assistant Nicole Schunke.

ADDITIONS TO/APPROVAL OF AGENDA

The agenda was approved unanimously by council.

AUDIENCE COMMENT

Speaking before Council:

None

REPORTS

A. Mayor

Mayor Guier reported:

- Flood preparedness meeting will be held in the gym on September 27th at 7:00
- Newsletter should reach mailboxes October 8th and outlined important information that's in the newsletter

B. Finance/City Administrator

- AV CaptureAll Representative came out September 22 to work on video and audio. They are still working on fixing video because there are still some technical glitches.
- Preliminary budget is due to the Mayor and City Clerk September 26, 2016 and will be ready for council next week.
- Visited the SCORE Facility in Des Moines on September 22, 2016, to learn about how the Mobile Court Solutions works.

C. Community Services

The report was provided in the packet.

D. Public Works Department

Public Works Manager Jim Morgan reported:

- Finish design on the improvements for the Government Canal and it went out to bid on September 23, 2016.. Will have bids and will be brought to Public works committee on , October 5, 2016.
- Emergency Management meeting was held on Thursday September 22, 2016 to discuss the preparedness for the upcoming season.

E. Community Development Department

Community Development Manager Jack Dodge reported:

- No report

F. Public Safety Department

Mr. Calkins reported:

- All the members of the police department attended training for racial tension and discrimination.
- Judge Rochon swore in two of the police new hires September 21, 2016. They were assigned training officers beginning September 28, 2016.
- Officer Knutsen starts patrol on his own on October 14th.
- Mayor Guier asked if the police department would be fully staffed by the end of the year. Mr. Calkins said that they should be up and running by the beginning of the year.

G. City Council Members

None

H. Boards and Committees

i. Finance Committee

- Council Member Justin Newlun reported they met on September 21, 2016.
- They discussed budget amendments, the preliminary budget, and the utility rate study.
- The next meeting will be held on October 12, 2016

ii. Governance Committee

Council Member Storaasli reported the next meeting will be held on October 4, 2016.

iii. Human Services Committee

Mayor Guier reported that the meeting will be held on September 27, at 6:30 p.m.

iv. Public Safety Committee

No report

v. Public Works Committee

Council Member Steiger reported the meeting will be held on October 5.

vi. Technology Committee

Council Member Kerry Garberding stated the Technology Committee met on Thursday, September 15.

- Auburn IT is working on the virtual server
- Civic Live update: should be ready around January 2017
- Partnering with the City of Auburn on a new phone system

vii. Lodging Tax Advisory Committee

No meeting scheduled at this time.

viii. Park Board

No report

ix. Planning Commission

Mayor Guier reported that the meeting will be held on September 27th at 6:00pm

x. Pierce County Regional Council (PCRC)

Council Member Storaasli reported the next meeting will be held on October 20, 2016

xi. Sound Cities Association (SAC)

Mayor Guier reported

- Discussed upcoming legislative priorities
- Gave a summary on the King County biennial budget.
- Networking Dinner will be held at the Inglewood Golf Course on October 25, 2016. Tickets are \$50. Great opportunity to network with mayors and council members.

xii. South County Area Transportation Board (SCATBd)

Mr. Morgan reported the meeting was held on September 20.

- They had two presentations. The first one was for Puget Sound Regional Council and the second one was from Council Person Les Burberry. He is working with four cities to develop Transportation Benefit District, and on how they will possibly fund improvements

xiii. Valley Regional Fire Authority (VRFA)

Council Member Steiger reported:

- There will be a special meeting for the finance committee about the budget on September 27, 2016 at 5:00
- The next meeting will be held on October 11th is the next meeting date. The finance meeting will be at 5:00 and the regular meeting at 5:45 p.m.

Mayor Guier reported:

- Approved the Collective Bargaining Agreement for battalion chief

OLD BUSINESS

A. AB 16-069: Appointment to Board of Park Commissioners

Mayor Guier stated she recommends Yolanda Williams's appointment to the Board of Park Commissioners.

COUNCIL MEMBER STORAASLI MOVED to confirm the appointment of Yolanda Williams to the Board of Park Commissioners. Seconded by Council Member Newlun.

Voice vote was taken and carried 5-0.

NEW BUSINESS

No new business

CONSENT AGENDA

- A.** Payroll and Voucher Approval
- B.** Minutes from the meeting of August 8, 2016.

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

Voice vote was taken and carried 5-0.

ADJOURN

Being no further business, Mayor Guier adjourned the meeting at 7:02 p.m.

Amy Stevenson-Ness, CMC, City Clerk



City Council Minutes

Workshop
Monday, October 3, 2016
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, Council President Kave, Mayor Pro Tem Steiger.

Absent: Mayor Guier

STAFF PRESENT

Public Works Manager Jim Morgan, Community Development Manager Jack Dodge, City Attorney Carol Morris, City Administrator Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

City Administrator Gould requested to move one executive session prior to Discussion Item A.

The amended agenda was approved unanimously by Council.

EXECUTIVE SESSION

At 6:32 p.m., Council President Kave convened to Executive Session per RCW 42.30.110(1)(i) for potential litigation for 15 minutes.

At 6:47, Council President Kave extended the executive session for 5 minutes.

Council President Kave reconvened the meeting at 6:52 p.m.

AGENDA ITEMS

A. AB 16-091: Sign Code Change Discussion

Community Development Manager Jack Dodge outlined the changes made to the ordinance since the last discussion.

After discussion, the consensus of Council: Council President Kave tabled the sign code item until further information on surrounding sign codes can be brought to Council.

B. AB 16-090: Office Park District Changes Discussion:

Mr. Dodge stated this deals with storage and conditional uses in the Office Park District. This district is in the Pierce County Growth Area and changing the uses in the district to eliminate storage to allow businesses in the district will help increase the numbers of potential employees.

After discussion, direction by consensus of Council: Send to city attorney for clarification of storage definition and set aside to a later date/second workshop in January for further discussion.

C. AB 16-097: Resolution No. 2016-373: City Hall Campus Standby Generator Construction Contract.

Public Works Manager Jim Morgan stated the six bids were opened on September 30. The low bidder was Rotschy, Inc. with a bid of \$214,620.00.

Direction by consensus of Council: Move forward to the meeting on October 11, 2016.

D. AB 16-098: Resolution No. 2016-374: Setting Utility Rate Public Hearing for November 21, 2016, at 6:30 p.m.

Mr. Morgan advised a public hearing is required for utility rate changes. This hearing will be set for November 14 by consensus of the Council.

Direction by consensus of Council: Move forward to the meeting on October 11, 2016.

E. AB 16-099: Resolution No. 2016-375: Authorizing the execution of an agreement with the Law Offices of Susan Elizabeth Drummond, PLLC.

City Clerk Amy Stevenson-Ness advised that AWC RMSA has amended their Interlocal Agreement. The ILA needs to be reviewed by an attorney. As Ms. Morris is

an advisor to AWC RMSA, she cannot do the review. Ms. Drummond has agreed to provide the review.

Direction by consensus of Council: Move forward to the meeting on October 11, 2016.

F. AB 16-100: Resolution No 2016-376: Setting a public hearing to receive public testimony regarding the projected revenues for 2017 and ad valorem tax levy.

City Administrator Richard Gould advised this hearing is part of the budget process and is required to receive public testimony. The date for the hearing will be October 24, 2016.

Direction by consensus of Council: Move forward to the meeting on October 11, 2016.

G. AB 16-101: Resolution No. 2016-377: Setting two public hearings to receive public testimony regarding the City of Pacific's Budget for 2017.

Mr. Gould advised that the city is required to hold two public hearings regarding the 2017 Budget. The dates of the hearings will be November 21, 2016, and December 5, 2016.

Direction by consensus of Council: Move forward to the meeting on October 11, 2016.

H. AB 16-102: Proposed Preliminary Budget

Mr. Gould stated this is the first iteration of the three that are done. He requested that Council review the proposed preliminary budget and bring him questions.

EXECUTIVE SESSION

At 7:52 p.m., Council President Kave convened to Executive Sessions per RCW 42.30.110(1)(i) for potential litigation for 15 minutes.

At 8:07 p.m., Council President Kave extended the executive session for 10 minutes.

Council President Kave reconvened the meeting at 8:17 p.m.

ADJOURN

Council President Kave adjourned the workshop at 8:17 p.m.

Amy Stevenson-Ness, CMC
City Clerk