



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

October 28, 2013
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 up for public hearing. When recognized by the Mayor, please state your name and address for the official record. It is asked that you do not speak on the same matter twice.)
- 5. REPORTS**
 - A. Mayor**
 - B. Finance**
 - C. Court**
 - D. Public Safety Department**
 - E. Public Works/Community Development Departments**
 - F. Community/Senior/Youth/Services**
 - G. City Council Members**
 - H. Boards and Committees**
 - i. Park Board
 - ii. Public Works
 - iii. Civil Service
 - iv. Planning Commission
 - v. South County Area Transportation Board (SCATBd)
 - vi. Pierce County Regional Council (PCRC)
 - vii. SCA
 - viii. VRFA
- 6. PUBLIC HEARING**
 - A. 2014 Revenue Sources and ad valorem tax levies**
- 7. OLD BUSINESS**

8. NEW BUSINESS

- A. Resolution No. 2013-074:** authorizing the reappointment of Municipal Court Judge L. Stephen Rochon for a four-year term from January 1, 2014 to December 31, 2017, and authorizing the execution of a contract of reappointment.
- B. Resolution No. 2013-075:** Authorizing the execution of Skillings Connolly Proposed Contract Amendment No. 11 for Stewart Road Design Services in the amount of \$93,200.
- C. Resolution No. 2013-076:** Accepting the two-year Department of Ecology Coordinated Prevention Grant (CPG) in the amount of \$19,102, for waste reduction and recycling of hard-to-recycle items.
- D. Approval of the 2012 year-end financial report**
- E. Approval of the 2013 third quarter financial report**
- F. Appointment of Finance Director**

9. CONSENT AGENDA

(The Mayor shall place matters on the Consent Calendar which are so routine or technical in nature that passage is likely.)

- A. Claim Voucher & Payroll Approval**
- B. Approval of the minutes of October 7, 2013, workshop, and October 15, 2013, regular meeting**

11. EXECUTIVE SESSION

12. ADJOURN

Council may add and take action on other items not listed on this agenda unless specific notification period is required.

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

Meeting materials are available on the City's website at: www.cityofpacific.com or by contacting the City Clerk's office at (253) 929-1105.

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



Agenda Staff Report

TO: Mayor Guier and City Council Members
FROM: Richard Gould, Interim Finance Director
MEETING DATE: October 28, 2013
SUBJECT: Public Hearing for consideration of the 2014 revenue sources and to set the proposed Ad Valorem tax levies.

ATTACHMENTS: Preliminary Levy Limit Worksheet,
Sources of revenue slide

Previous Council Review Date: N/A

Summary: Every year the City must adopt an ordinance identifying the tax levy for the new year. At the Council Budget Retreat on October 9th the City Staff presented the Council optional revenue sources such as property tax levy increase, local transportation benefit district fees and additional investment interest instruments.

Staff also described how the methodology used to prepare the preliminary budget revenue amounts for 2014. The keys to the estimating future revenues are: (1) conservatism, (2) prior year trends, (3) economic indicators, and (4) staff/intergovernmental source data. In some cases such as with the Sewer Fund, a rate hike was proposed to increase revenues to cover the King County (Metro) increases for prior years. This is needed as the fund is struggling to stay in the black as well as providing for future infrastructure (capital) costs.

Recommendation/Action:

Motion for Consideration:

Budget Impact:

Alternatives:

**PRELIMINARY
PIERCE/KING COUNTIES
LEVY LIMIT WORKSHEET – 2014 Tax Roll**

TAXING DISTRICT: City of Pacific

The following determination of your regular levy limit for 2014 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

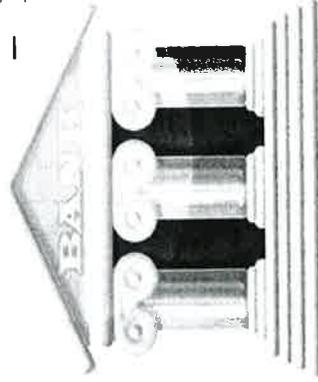
Annexed to Fire District 61 Estimated Fire rate: 1.00000
Annexed to Library District (Note 1) Estimated Library rate: 0.50000

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
873,239	Levy basis for calculation: (2013 Limit Factor) (Note 2)	873,239
1.0100	x Limit Factor	1.0314
881,971	= Levy	900,659
4,766,499	Local new construction	4,766,499
0	+ Increase in utility value (Note 3)	0
4,766,499	= Total new construction	4,766,499
1.64056	x Last year's regular levy rate	1.64056
7,820	= New construction levy	7,820
889,791	Total Limit Factor Levy	908,479
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
889,791	Total Limit Factor Levy + new lid lifts	908,479
541,736,886	÷ Regular levy assessed value less annexations	541,736,886
1.64248	= Annexation rate (cannot exceed statutory maximum rate)	1.67697
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
889,791	+ Limit Factor Levy	908,479
889,791	= Total RCW 84.55 levy	908,479
0	+ Relevy for prior year refunds (Note 5)	0
889,791	= Total RCW 84.55 levy + refunds	908,479
Levy Correction: Year of Error _____ (+or-)		
889,791	ALLOWABLE LEVY (Note 6)	908,479
Increase Information (Note 7)		
1.64248	Levy rate based on allowable levy	1.67697
861,852	Last year's ACTUAL regular levy	861,852
20,119	Dollar increase over last year other than N/C – Annex	38,807
2.33%	Percent increase over last year other than N/C – Annex	4.50%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	541,736,886
	x Maximum statutory rate	2.10000
	= Maximum statutory levy	1,137,647
	+Omitted assessments levy	0
	=Maximum statutory levy	1,137,647
	Limit factor needed for statutory levy	Not usable

Sources of Revenue



- Optional Revenue Sources
 - Tax revenue from the sale of Marijuana:
 - The City would receive their share of local sales tax revenues and any locally imposed B&O taxes.
 - Property Tax Increase:
 - Assessed Valuation has increased by over \$20 million from last year. 1% increase could bring in \$50,000 or more in 2014.
 - Local transportation benefit district fees:
 - RCW 36.73.020 allows city or county governments to create transportation benefit districts and impose an additional vehicle registration fee to fund local transportation projects.
 - This could potentially bring in \$100K for the Streets Fund.
 - Investment interest revenue:
 - The City is currently not maximizing its investment revenue. Interest rates for the Local Government Investment Pool, where the majority of the City's cash is deposited. The current interest rate for the LGIP is .09%. The City can do much better through other investment instruments such as Bonds and CDs.
 - This could potentially bring in \$10K for the City.





Agenda Staff Report

TO: Mayor Guier and City Council Members
FROM: Kelly Rydberg
MEETING DATE: 10/28/2013
SUBJECT: Reappointment of L. Stephen Rochon as Pacific Municipal Court Judge

ATTACHMENTS: Resolution 2013-074
Contract

Previous Council Review Date: Amended agreement for previous term was reviewed in December 2011.

Summary: Judge L Stephen Rochon's current appointment expires on 12/31/2013. He has been appointed as the Municipal Court Judge since 1998. Judge Rochon has expressed interest to serve again, and the attached contract is a four-year term from January 1, 2014 through December 31, 2017. The term is set by State law. Notwithstanding PMC 2.24.010, the appointment must be made by December 1, 2013 per RCW 3.50.040.

Judge Rochon intends to talk to Mayor Guier regarding his reappointment, if that is the City's desire. If so, and he is confirmed by the City Council, the issue of his contract or other terms of office, can be addressed. Judge is concerned with maintaining the legal process.

The City of Pacific operates its own Municipal Court under State jurisdiction and conducts hearings monthly and jury trials as necessary. The Court Administrator and Court Clerk are City employees, who are appointed by the Municipal Court Judge. The City provides for the Presiding Judge, prosecuting attorney, and indigent defense attorney by contract. Costs of court services are accounted for within the City General Fund. Revenues from fines, fees and recovered costs are tracked per State requirements and the City's local share deposited in the General Fund.

Recommendation/Action: Reappoint Judge L Stephen Rochon to a four-year term from January 1 2014 to December 31 2017.

Motion for Consideration:

Budget Impact: Hourly rate remains at \$120 per hour; billed monthly.

Alternatives: None

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2013-074

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING A
CONTRACT FOR JUDICIAL SERVICES WITH L. STEPHEN ROCHON**

WHEREAS the City of Pacific Municipal Court requires the services of a Judge for the purpose of Judicial services; and

WHEREAS L. Stephen Rochon has worked in this position since 1998 and being familiar with all of the duties required; and

WHEREAS the cost for the Agreement will be \$120.00 per hour and will be paid from the Court budget,

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

Section 1. The Pacific City Council hereby authorizes an Agreement with L. Stephen Rochon for Judicial services from January 1, 2014 until December 31, 2017. (attached as Exhibit A)

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

PASSED BY THE CITY OF PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF
October 28, 2013.

CITY OF PACIFIC

Leanne Guier, MAYOR

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, CITY CLERK

APPROVED AS TO FORM:

Kenyon Luce, CITY ATTORNEY

**AGREEMENT FOR MUNICIPAL COURT JUDGE
City of Pacific and L. Stephen Rochon**

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE CITY OF PACIFIC, WASHINGTON, A NONCHARTER OPTIONAL MUNICIPAL CODE CITY, HEREINAFTER REFERRED TO AS "THE CITY," AND L. STEPHEN ROCHON, HEREINAFTER REFERRED TO AS "THE JUDGE," FOR THE PURPOSE OF PROVIDING THE SERVICES OF A MUNICIPAL COURT JUDGE FOR THE PACIFIC MUNICIPAL COURT

WHEREAS, Chapter 2.24 of the Pacific Municipal Code established a Municipal Court for the City of Pacific; and

WHEREAS, Pacific Municipal Code Section 2.24.010 authorizes the Mayor of Pacific to appoint a Municipal Court Judge subject to confirmation of the appointment by the City Council; and

WHEREAS, the City desires to have Judge Rochon act as the City's Municipal Court Judge;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and benefits provided herein, **IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES**, as follows:

1. **Employment:** The City hereby agrees to retain and employ the Judge to preside over the Municipal Court in accordance with the ordinances of the City and statutes of the State of Washington.
2. **Scope of Municipal Court Judge Services:** The Judge agrees to serve as the City's Municipal Court Judge and to preside over the City of Pacific Municipal Court at such times as shall be mutually agreed upon by the parties, and shall carry out such other duties as shall be mutually agreed upon by the parties.
3. **Compensation:** The City shall compensate the Judge for the services rendered pursuant to this Agreement at the rate of one hundred twenty dollars (\$120.00) per hour.
4. **Term:** The term of this Agreement shall be for a period from January 1, 2014 until December 31, 2017.
5. **Independent Contractor:** The Judge and the City agree that the Judge is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Judge nor any employee of the Judge shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Judge or any employee of the Judge.
6. **Assignment and Subcontract:** The Judge shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City, except as provided in RCW 3.50.075 and .090.

7. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

8. Notices. Notices to the City of Pacific shall be sent to the following address:

City Clerk
Pacific City Hall
100 Third Avenue SE
Pacific WA 98047

Notices to the Judge shall be sent to the following address:

L. Stephen Rochon
7127 N.E. 159th Street
Kenmore, WA 98028

Dated this _____ Day of _____ 2013

CITY OF PACIFIC

JUDGE

Leanne Guier, Mayor

L. Stephen Rochon

ATTEST/AUTHENTICATED

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM

Kenyon Luce, City Attorney



Agenda Staff Report

TO: Mayor Guier and City Council Members

FROM: Ken Barnett

MEETING DATE: October 28, 2013

SUBJECT: Stewart Road Contract Amendment

ATTACHMENTS: Resolution 2013-075

Previous Council Review Date: October 21, 2013

Summary: The attached Resolution provides approval of expenditures with Skillings Connolly, Inc. for additional design engineering and construction services of the Stewart Road Improvement projects. The Pacific City Council previously authorized by Resolutions a professional services agreement between the City of Pacific and Skillings Connolly for design engineering services of the Stewart Road/Thornton Avenue Widening Project. The past several weeks, staff has defined the scope and negotiated the proposed fees for these additional services.

Recommendation/Action: Staff recommends Council approve Resolution No. 2013-075.

Motion for Consideration: Move to approve Resolution No. 2013-074, authorizing the execution of Supplement No. 11 to a contract with Skillings Connolly for additional engineering design services associated with additional work for the final phase of the Stewart Road Improvement Projects.

Budget Impact: IF accepted by City Council, the costs of the services are \$93,396.00 and would be paid from the TIB grants and the remainder from the City's Water Construction funds as the scope provides design services of the City's water main extension that is associated with the project.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2013-075

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENT NO. 11 TO A CONTRACT WITH SKILLINGS CONNOLLY FOR ADDITIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH ADDITIONAL WORK FOR THE FINAL PHASE OF THE STEWART ROAD IMPROVEMENT PROJECTS.

WHEREAS the City Council, by Resolution No 1042 approved a contract with Skillings Connolly for completion of design engineering services for the Stewart Road/Thornton Avenue Widening Project; and

WHEREAS, Skillings Connolly previously submitted Supplements No. 1 - 10 in the contract that provided for additional contract time and additional services; and

WHEREAS, Contract Supplement No. 11 details additional costs and effort required to complete the final design work including: preparation of technical reports; completion of construction documents; and final bid estimate preparation. The requested costs associated with that work is in the amount of \$93,200 and shall be proportionally paid from the Transportation Improvement Board grant.

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

Section 1, The Pacific City Council hereby authorizes the execution of Supplement No.11 to the contract authorized by Resolution No 1042 between the City of Pacific and Skillings Connolly for final design engineering services of the Stewart Road Improvement Projects.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY

SUPPLEMENTAL AGREEMENT NO. 11	ORGANIZATION AND ADDRESS Skillings Connolly, Inc.
AGREEMENT NUMBER 10398	PO Box 5080 Lacey, WA 98509-5080
PROJECT NUMBER	PHONE (360) 491-3399
PROJECT TITLE Stewart Road / Thornton Avenue Intersection Improvements	NEW MAXIMUM AMOUNT PAYABLE \$997,762.00
DESCRIPTION OF WORK Phase II Roadway Design	

The Local Agency of **City of Pacific** desires to supplement the agreement entered into with **Skillings Connolly, Inc.** executed on **February 14, 2011** and identified as Agreement No. **10398**. 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:

SECTION 1, SCOPE OF WORK, see Exhibit A, Scope of Work remains unchanged.

SECTION IV, TIME FOR BEGINNING AND COMPLETION, remains at December 31, 2013.

SECTION V, PAYMENT, remains unchanged:

Original Agreement	\$ 199,110.00
Supplement No. 1 – Time Extension	--
Supplement No. 2 – Staging Plan	45,354.00
Supplement No. 3 – Construction Management	51,755.88
Supplement No. 4 – Preload Phase II Thornton Ave/Valentine Ave	80,466.00
Supplement No. 5 – Additional Work Items	25,200.00
Supplement No. 6 – Phase II Roadway Design	336,650.00
Supplement No. 7 – Preload Settlement Monitoring/Additional Stormwater Pond Analysis	40,584.32
Supplement No. 8 – Additional Project Management Services & MOU	125,245.80
Supplement No. 9 – Time Extension	--
Supplement No. 10 – Time Extension	--
Supplement No. 11 – Phase II Roadway Design	<u>93,396.00</u>
New Maximum Amount Payable	<u>\$ 997,762.00</u>

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

Signed this _____ day of _____, 2013.

By: **Skillings Connolly, Inc**

By: **City of Pacific**

Principal

Signing Authority

**EXHIBIT A – SUPPLEMENT NO. 11
SCOPE OF WORK**

Prepared for:

**CITY OF PACIFIC
STEWART ROAD IMPROVEMENTS**

The original agreement between the City of Pacific (City) and Skillings Connolly, Inc. (Skillings Connolly), also known as Phase 1 of the project, was to prepare contract documents to improve Stewart Rd between the State right-of-way at SR 167 and just east of Thornton Avenue, including the construction of a new signal system at the Stewart Rd/Thornton Ave Intersection, improvements to Thornton Ave and a new water line extending to the West Valley Hwy. Subsequently, the City requested Skillings Connolly to prepare contract documents to improve Stewart Rd from Thornton Ave to approximately 500 feet east of Valentine Ave, also known as Phase II of the project. This Supplemental Agreement (Supplement No. 11) is for Skillings Connolly to provide professional engineering services to the City for the following Services.

- Update Phase 1 of Stewart Rd.
- Remove the Stewart Rd/Valentine Ave I/S from Phase 2 of the Stewart Rd project.
- Remove the Interurban Trail for Phases 1 & 2 of the Stewart Rd project.
- Complete the final roadway design/PS&E for Phase II of Stewart Rd to 175' west of the centerline of Valentine Avenue.
- Combine the Phase 1 and Phase II PS&Es into one PS&E package.
- Provide limited pre-contract (contract advertisement through execution) services.

This project will be developed in accordance with the current (as of the signing of this Supplemental Agreement) City of Pacific Public Works Development Standards, supplemented with the latest edition of the following publications:

- Washington State Department of Transportation "Standard Specifications for Road, Bridge and Municipal Construction".
- Washington State Department of Transportation "Design Standards".
- American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets".
- "King County Surface Water Design Manual".
- "King County Signal Design Standards"
- Washington State Department of Transportation "Local Agency Guidelines Manual".

If, during the course of this project, changes in the current manuals and procedures cause additional work or revisions to already completed work, the additional work will be negotiated and included in the base agreement by supplement.

Skillings Connolly will administer this Supplemental Agreement, manage all aspects of the work and furnish materials and information to accomplish the following tasks:

TASK 1000 PROJECT ADMINISTRATION AND MANAGEMENT
--

The work associated with this task involves administration of this Supplemental Agreement and management of all tasks to complete the scope of work defined herein.

Assumptions

1. Skillings Connolly will provide overall administration and management services for project design and preparation of PS&E for this project.
2. The City will provide administration and management services to facilitate completion of PS&E.

3. The City will provide environmental documentation and permitting services; right-of-way and easement acquisition including appraisal, appraisal review and negotiation services; coordination with PSE power and gas, Century Link and Comcast; coordination with funding and regulatory agencies including TIB, PSRC, PWTF, PCRC, Pierce County, WDFW, DOE, ACOE, and WSDOT; coordination with Gordon Trucking; and coordination with the City of Sumner and the City of Sumner's consultant team providing services for improvement of Valentine Ave.
4. For budgeting purposes, the duration of this project will be 3 months (2 months for design and 1 month for pre-contract activities).

Tasks

1. Provide in-house project coordination.
2. Prepare monthly invoices and progress reports to include the status of deliverable items, a list of technical issues to be resolved and a record of decisions made and resolutions to issues reached.
3. Prepare for and attend monthly coordination and direction setting meetings with City staff to include preparation of meeting agendas and minutes. Assume three meetings.
4. Attend council meetings. Assume four meetings.

Deliverables

1. Monthly invoices and progress reports.
2. Meeting agendas and minutes for City coordination and direction setting meetings.

TASK 1100 SURVEY, MAPPING, RIGHT-OF-WAY PLAN UPDATES

The work associated with this task involves surveying, base mapping and preparation of updates to right-of-way plans, legal descriptions, and exhibits completed in previous supplements and tasks. The work intended for this task is to supplement the previously completed work with new information and documents that will be necessary for completion of the final PS&E.

Assumptions

1. Skillings Connolly will provide the services required by this task.
2. The removal of previously placed preload material requires resurveying to collect additional topography information and updating of existing base mapping.
3. PSE relocated power poles within their east-west easement requiring redesign of the previously designed sidewalk (Valentine Ave project activity) at the east end of Gordon Parcel #4495400143. This requires revising the right-of-way plan, legal description and exhibit for Parcel #44954400143.
4. A revision to the pond parcel (on Gordon Parcel #0420021066) to allow space for a future Interurban Trail easement requires revising the right-of-way plan, legal description and exhibit for Parcel #0420021066.
5. A change to the PSE replacement easement (on Gordon Parcel #0420021062) requires revising the right-of-way plan, legal description and exhibit for Parcel #0420021062.

Tasks

1. QA/QC.
2. Provide additional survey as needed for completion of Phases 1 & 2 roadway design.
3. Locate PSE transmission poles (relocated in 2012).
4. Provide offset survey staking for new transmission power poles along the north side of Stewart Rd.
5. Update base mapping to reflect current information.
6. Update right-of-way plans, legal descriptions and exhibits.

Deliverables

1. Updated base mapping.
2. Staking for new transmission power poles.
3. Updated right-of-way plans, legal descriptions and exhibits.

TASK 1200 UTILITIES COORDINATION

The work associated with this task involves support for the City's coordination with all applicable utility companies including PSE power and gas, Century Link and Comcast to discuss ownership, potentially impacted facilities and relocation issues.

Assumptions

1. The City will provide all coordination services required by this task.
2. Skillings Connolly will provide supporting information to the City as requested.

Tasks

1. QA/QC.
2. Provide supporting information to assist the City with coordination.

Deliverables

1. Supporting information.

TASK 1300 FINAL ROADWAY PS&E

The work associated with this task involves finalizing the design and PS&E for Stewart Rd from SR 167 to 175' west of the centerline of Valentine Ave (Phases 1 & 2) including the removal of design details, quantities, and costs from previously completed work on the Stewart Rd/Valentine Ave I/S and the Interurban Trail; horizontal and vertical design; roadway and intersection channelization; signals at the SR 167 Northbound Off-On Ramps and Thornton Avenue, stormwater collection, conveyance, and treatment (pond); signing and striping; 12" water main from 175' west of the centerline of Valentine Ave to the West Valley Hwy; construction staging and work zone traffic control design; and preparation of final quantities, engineer's estimate, and special provisions.

Assumptions

1. Skillings Connolly will provide the services required by this task.
2. The City will prepare contracting documents.
3. Into-light will design the illumination system.
4. The City will provide illumination system information regarding conduits and other underground amenities for incorporation into the roadway PS&E.
5. The Stewart Rd/Valentine Ave I/S will be removed from this project and included in the Valentine Ave project.
6. The Interurban Trail will be removed from the roadway PS&E.
7. The City will review the 100% PS&E package and provide comments.
8. Skillings Connolly will incorporate the 100% review comments prior to finalizing the PS&E package.

Tasks

1. QA/QC.
2. Incorporate underground illumination system amenities.
3. Complete construction staging and work zone traffic control for Phase 1 and Phase 2.
4. Prepare 100% combined drainage design.
5. Prepare 100% combined drainage report.
6. Remove the Stewart Rd/Valentine Ave I/S from the Stewart Rd PS&E:
 - a. Revise plan details by fading-back, boxing-in, Xing-out and adding NIC notes.
 - b. Edit the specifications.
 - c. Recalculate quantities.
 - d. Revise the engineer's estimate.
7. Remove the Interurban Trail from the Stewart Rd PS&E.
 - a. Revise plan details by fading-back, boxing-in, Xing-out and adding NIC notes.
 - b. Revise roadway sections to slope finish grade to existing ground at 2:1 slope.
 - c. Edit specifications

- d. Recalculate quantities
- e. Revise engineer's estimate
- 8. Finalize design to combine the PS&Es for Phase 1 and Phase 2.
- 9. Perform Senior Engineer's Final PS&E review & incorporate comments.
- 10. Prepare 100% combined special provisions.
- 11. Calculate 100% combined quantities.
- 12. Prepare 100% combined engineer's estimate.
- 13. Prepare 100% combined quantities calculation notebook.
- 14. Prepare 100% combined design documentation notebook.
- 15. Prepare 100% combined PS&E package and submit to the City for review.
- 16. Incorporate 100% combined PS&E review comments.
- 17. Prepare final combined PS&E package for submittal to the City. Include one set of full-size plan sheets, one set of half-size reproducible plan sheets, two sets of hard copy special provisions, electronic files of both the plan set and the special provisions, a quantities calculation notebook and a design documentation notebook. Provide electronic copies of all other pertinent files.

Deliverables

- 1. 100% combined PS&E package.
- 2. Final combined PS&E package.
- 3. Civil3D archive files.
- 4. AutoCAD files.
- 5. Final combined quantities calculation notebook.
- 6. Final combined design documentation notebook.
- 7. Electronic copies of contract documents and pertinent data.

TASK 1400 PRE-CONTRACT SERVICES

The work associated with this task includes support activities occurring throughout the bid process from date of advertisement through and including contract execution.

Assumptions

- 1. Skillings Connolly will provide the services required by this task.
- 2. The City will advertise the construction contract.
- 3. The City will award the construction contract.
- 4. The City will execute the construction contract.

Tasks

- 1. Assist the City with answering questions from potential bidders
- 2. Prepare addenda. Assume two addenda will be required.
- 3. Review bids, prepare bid abstract, and complete a debarment review.
- 4. Recommend award.

Deliverables

- 1. Answers to bidder's questions.
- 2. Addenda.
- 3. Recommendation of award letter.

END SCOPE OF WORK

Prepared by:  _____ September 12, 2013
 Gary C. Richardson, PE SE

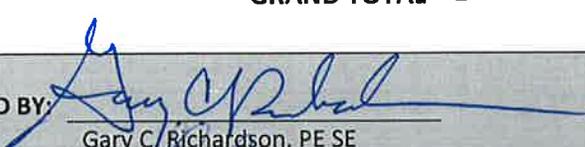
Reviewed by:  _____ September 12, 2013
 Thomas E. Skillings, PE

CONSULTANT FEE DETERMINATION – MAN-HOURS

PROJECT NAME: Project #10398 City of Pacific Stewart Road Improvements		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	SURVEY MANAGER	SURVEYOR	2 MAN SURVEY CREW	TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION									
1000	Project Administration and Management									
1	Provide in-house project coordination.	8	20							
2	Prepare monthly invoices and progress reports.		4							6
3	Prepare for and attend coordination meetings (3).		12	6						
4	Attend council meetings (4).		16							
1100	Survey, Mapping, Right-of-Way Updates									
1	QA/QC.		2	2						
2	Provide additional survey as needed for design.							18		
3	Locate PSE transmission poles (relocated in 2012).							2		
4	Provide offset survey staking for new poles							8		
5	Update base mapping.					4	12			
6	Update right-of-way plans, legal descriptions exhibits.					4	32		4	
1200	Utilities Coordination									
1	QA/QC.	2	8							
2	Provide Supporting Information as requested.			4	8					
1300	Final Roadway PS&E									
1	QA/QC.	24	8							
2	Incorporate underground illumination system amenities.			4	12				8	
3	Complete CN staging & work zone traffic control.		4	4	16				8	
4	Prepare 100% combined drainage design.		2	16	24				24	
5	Prepare 100% combined drainage report.			24	12				8	
6	Remove the Stewart Rd/Valentine Ave I/S:		2	6	6				8	
7	Remove the Interurban Trail.		2	6	6				8	
8	Finalize Design to Combine PS&Es for Phase 1 & Phase 2.		2	18	24				8	
9	Perform Sr Eng's Final PS&E Review - Incorporate Comments.		32	4	8				4	
10	Prepare 100% combined special provisions.		16	16	4				4	
11	Calculate 100% combined quantities.			2	24				4	

PROJECT NAME: Project #10398 City of Pacific Stewart Road Improvements		PRINCIPAL-IN- CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	SURVEY MANAGER	SURVEYOR	2 MAN SURVEY CREW	TECHNICIAN	PROJECT ADMINISTRATOR
12	Prepare 100% combined engineer's estimate.	1	2	2	12				4	
13	Prepare 100% combined quantities calculation notebook.	1		4	8					
14	Prepare 100% combined design documentation notebook.	1		4	8					
15	Prepare 100% combined PS&E package.	1	2	2	16					
16	Incorporate 100% combined PS&E review comments.		2	4	16					
17	Prepare final combined PS&E package		2	4	4					
1400	Pre-Contract Services									
1	Assist with answering questions from potential bidders.		2	4						
2	Prepare addenda (2).		4	8	8					
3	Review bids, prepare abstract, & prepare debarment.review.			6						
4	Recommend award.		2							
	HOURS PER DISCIPLINE	38	146	150	216	8	44	28	92	6

**EXHIBIT B-2
CONSULTANT FEE DETERMINATION – SUMMARY**

NEGOTIATED HOURLY RATE (NHR):						
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>	
PRINCIPAL-IN-CHARGE	38	X	\$150.00	=	\$5,700.00	
SENIOR PROJECT MANAGER	146	X	\$126.00	=	\$18,396.00	
SENIOR PROJECT ENGINEER	150	X	\$153.84	=	\$23,076.00	
ENGINEER	216	X	\$105.00	=	\$22,680.00	
SURVEY MANAGER	8	X	\$160.00	=	\$1,280.00	
SURVEYOR	44	X	\$114.00	=	\$5,016.00	
2 MAN SURVEY CREW	28	X	\$230.00	=	\$6,440.00	
TECHNICIAN	92	X	\$90.00	=	\$8,280.00	
PROJECT ADMINISTRATOR	6	X	\$80.00	=	\$480.00	
Total Hours =	728				Total NHR =	\$91,348.00
REIMBURSABLES:						
Mileage	200	X	\$0.565	=	\$113.00	
Miscellaneous Expenses	\$1,935.00	X	0%	=	\$1,935.00	
					Total Expenses=	\$2,048.00
SUBCONSULTANT COST (See Exhibit G):						
Geotechnical	\$0.00	X	15%	=	\$0.00	
Subconsultant 1	\$0.00	X	10%	=	\$0.00	
					Total Subconsultants =	\$0.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):						
					Sub Total =	\$93,396.00
MANAGEMENT RESERVE FUND:						
					SUB TOTAL =	\$93,396.00
		X	0%	=	MRF =	\$0.00
GRAND TOTAL						
					GRAND TOTAL =	\$93,396
PREPARED BY:					DATE:	9/12/2013
	Gary C. Richardson, PE SE					
REVIEWED BY:					DATE:	9/12/2013
	Thomas E. Skillings, PE					



Agenda Staff Report

TO: Mayor Guier and City Council Members
FROM: Ken Barnett
MEETING DATE: October 28, 2013
SUBJECT: Coordinated Prevention Grant (CPG) Agreement

ATTACHMENTS: A. Resolution 2013-076
B. Department of Ecology Coordinated Prevention Grant (CPG) Agreement No. G1400197

Previous Council Review Date: October 21, 2013

Summary: The attached Agreement is a bi-annual agreement between the Washington State Department of Ecology and the City of Pacific.

Recommendation/Action: Staff recommends Council approve Resolution No. 2013-076

Motion for Consideration: Move to approve Resolution No. 2013-076, authorizing the execution of the Department of Ecology Coordinated Prevention Grant Agreement No. G1400197.

Budget Impact: If accepted by City Council, the cost of the services is \$6,367.33 and would be paid from a King County grant.

Alternatives: None recommended.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2013-076

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A DEPARTMENT OF ECOLOGY COORDINATED PREVENTION GRANT AGREEMENT Grant No. G1400197

WHEREAS the City of Pacific applied to various agencies for small waste reduction and recycling grants that assist in paying the costs associated with holding an annual household hazardous wastes collection event; and

WHEREAS the City of Pacific has been notified by the Department of Ecology that it has been approved for a two year grant in the amount of \$19,102; and

WHEREAS in an effort to assist the state stream line costs and services, the City of Pacific partnered with the City of Algona to submit one application for the providing an the household hazardous waste collection day, held twice each year. The City of Pacific has agreed to act as grant recipient and administer the CPG grant and shall be reimbursed for said services through the grant; and

WHEREAS the required local match monies are derived through the other grants already obtained by the City of Pacific and City of Algona (King County grants),

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute a WA Department of Ecology Coordinated Prevention Grant Agreement (attached as Exhibit A) in the amount of \$19,102 for activities associated with conducting the annual household hazardous waste program.

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

CITY OF PACIFIC

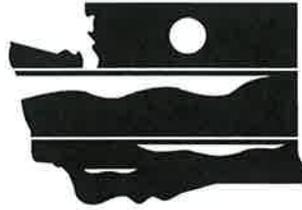
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENESON-NESS, CITY CLERK

APPROVED AS TO FORM:

KEN LUCE, CITY ATTORNEY



DEPARTMENT OF
ECOLOGY
State of Washington

COORDINATED PREVENTION GRANT (CPG) AGREEMENT

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF PACIFIC

Grant No. G1400197

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY", and the City of Pacific, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION: City of Pacific
MAILING ADDRESS: 100 Third Avenue SE
CITY, STATE, ZIP: Pacific, WA 98047

RECIPIENT GRANT COORDINATOR: Jim Morgan
TELEPHONE: 253-939-1115
E-MAIL: jmorgan@ci.pacific.wa.us

**RECIPIENT BILLING/INVOICE
COORDINATOR:** Paul Devine
TELEPHONE: 206-938-8900
E-MAIL: pauldevine@msn.com

ECOLOGY FINANCIAL/PROJECT MANAGER: Taisa Welhasch
TELEPHONE: 425-649-7266
E-MAIL: taisa.welhasch@ecy.wa.gov

FUNDING SOURCE Local Toxics Control Account
MAXIMUM ELIGIBLE COST \$25,469.33
STATE GRANT SHARE \$19,102
LOCAL SHARE \$6,367.33
STATE MAXIMUM GRANT PERCENT 75 %
FEDERAL TAX IDENTIFICATION NO. 91-6001483

EFFECTIVE DATE OF THE AGREEMENT: 07-01-2013
EXPIRATION DATE OF THE AGREEMENT: 06-30-2015

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

RECIPIENT shall identify the work plan and activities by "Quarter." A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with the ECOLOGY grant officer. ECOLOGY shall document mutually agreed changes to the plan in writing.

The RECIPIENT is permitted to submit payment requests and progress reports to ECOLOGY coinciding with the Work Plan (instead of quarterly), but no more often than once per month.

Expenses relating to the collection and recycling of mercury containing lights shall be eligible for CPG reimbursement until such time that the Mercury Light Recycling program is fully implemented or the grant agreement expires, whichever is the earliest date.

CATEGORY: Waste Reduction and Recycling

1. **TASK TITLE:** Recycling Collection Events – Residential
Task Coordinator –Paul Devine, 206-938-8262, pauldevine@msn.com

Maximum Eligible Task Cost: \$25,469.33

Task Description: The RECIPIENT, in conjunction with the City of Algona and a consultant, will continue to host two recycling collection events for City residents. The events will provide residents with the opportunity to divert hard-to-recycle items from the waste stream by collecting them for recycling in a convenient City location. Materials residents can bring to the event for reuse and /or recycling include used tires, used anti-freeze, used petroleum-based products, used oil filters, used motor oil, bulky yard waste (large material only), scrap wood, appliances, ferrous metals, nonferrous metals, electronic equipment, mattresses cellular phones, porcelain toilets and sinks, propane tanks, styrofoam, and other materials, such as paper shredding, whenever practical. The RECIPIENT may charge user fees for some items or may drop user fees to increase the volume of material collected. The event will also serve as an opportunity to distribute educational materials on how to reduce waste and recycle using City sponsored or private sector recycling programs.

Participants may pay some or all of the fees associated with handling, hauling or recycling various materials. The RECIPIENT will credit the grant for any revenue received from the collection of fees or commodity sales on items the grant is supporting.

Costs for disposal of non-recyclable components are not eligible unless they are a direct and unavoidable byproduct of a recycling activity (e.g. emptied jugs used for waste motor oil or antifreeze).

Goal Statement: The goal of this task is to decrease the amount of organic waste, moderate risk waste (MRW), and other hard-to-recycle items being landfilled or illegally dumped by holding collection events in a convenient City location for residents.

Outcome Statement: Over the two-year grant period, the RECIPIENT expects to recycle between 50-80 tons of material from the residential waste stream and serve 900-1,100 households.

Estimated outcomes produced with available budget:

- MRW Diversion:** 5-10 tons
- Recycling/Reuse:** 40-60 tons
- Organics Diversion:** 10-15 tons
- Residential Contacts:** 12,500
- Residential Participants:** 1,000-1,200

Work Plan, Deliverables and Timeline:

<u>GRANT- YEAR 1</u>		<u>GRANT- YEAR 2</u>	
Jul-Sep	Arrange date and site for event. Arrange event vendors. Event publicity – develop, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected at event. Prepare project progress report and payment request for grant reimbursement.	Jul-Sep	Arrange date and site for event. Arrange event vendors. Event publicity – develop, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected at event. Prepare project progress report and payment request for grant reimbursement.
Apr-Jun	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement	Apr-Jun	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement

Method of Evaluation: The RECIPIENT will track the number of events held, the type and quantity of materials collected and the number of participants.

PART 2: BUDGET

Budget Information by CATEGORY/TASK	Maximum Eligible Cost	State Grant Share
CATEGORY: Waste Reduction and Recycling	\$25,469.33	\$ 19,102
1. Recycling Collection Events – Residential	\$ 25,469.33	\$ 19,102

TOTAL GRANT BUDGET	
TOTAL MAXIMUM ELIGIBLE COST	\$ 25,469.33
STATE GRANT SHARE (75%)	\$ 19,102
LOCAL CASH MATCH (25%)	\$ 6,367.33
INTERLOCAL COSTS (0 %)	\$ - 0 -

PART 3: BUDGET CONDITIONS

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.

- E. RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.

PART 4: SPECIAL TERMS AND CONDITIONS

A. BILLING

1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
2. RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in agency policy, the recipient must submit an A-19-1A with an original signature in blue ink, signed by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support costs itemized on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.
3. Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as defined by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.
4. RECIPIENT shall submit supporting documents with each payment request. This includes copies of invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.
5. RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The RECIPIENT shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.

B. REPORTING

1. Progress reports and Final Performance Analyses must be submitted through the web-based database, the Solid Waste Information Clearinghouse. The RECIPIENT must submit a progress report with each payment request. If a quarterly payment request is not submitted, the RECIPIENT is still required to submit a progress report for that quarter. These reports shall include information that supports incurred costs identified on the corresponding C1 or C2 of the payment request, and provide a brief update in support of the outcomes and or method of evaluation in the grant agreement.
 - a) A Final Performance Analysis (FPA) report must be submitted for each task in a *Planning and Implementation* grant before ECOLOGY can process a final payment request.

C. COMPENSATION

Payment to RECIPIENT will be issued **through Washington State's Department of Enterprise Services (DES)**. DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form http://www.ofm.wa.gov/isd/vendors/payee_registration.doc to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to payeehelpdesk@ofm.wa.gov.

D. TRAINING

RECIPIENT is expected to participate in any ECOLOGY recommended trainings related to managing a CPG agreement when feasible unless exempted by ECOLOGY in writing.

E. PROCUREMENT AND CONTRACTS

1. RECIPIENT must follow local procurement procedures or current state procurement procedures, whichever is stricter. A RECIPIENT with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation" found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18.
2. Upon issuance, the RECIPIENT may submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S grant officer to be placed in the file.
3. Prior to contract execution, the RECIPIENT may submit all draft documents and a copy of the draft proposed contract to ECOLOGY'S grant officer for review. The RECIPIENT assumes any risks associated with the failure to consult with the regional grant officer. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY'S assigned grant officer to be placed in the file.
4. Unless a specific purchase of equipment or real property is already written into **a task's scope** of work, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request must include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by ECOLOGY prior to the purchase.

F. USE OF EXISTING CONTRACTS

RECIPIENT may use existing contracts that conform to local adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if intending to use contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY grant officer to be placed in the file. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

G. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

For equipment or property purchased with a cost of at least \$5,000 per unit or functional system, the RECIPIENT must utilize an inventory control system, including physical inventory to

document the ongoing use, a description of the item (including serial or vehicle identification number (VIN when possible) and location. The information shall be submitted to ECOLOGY upon request until final disposition is made. The RECIPIENT shall investigate, document, and report to ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

RECIPIENT shall submit a written request to the ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon **ECOLOGY's** closure of the grant agreement **unless already identified in the task's scope of work.**

- If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the grant officer may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- If the project has no further significant use for the equipment, the grant officer may instruct the recipient to retain or sell the equipment and pay ECOLOGY an amount equal to **ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon** by the grant officer.
- The grant officer may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes.

H. ALL WRITINGS CONTAINED HEREIN

This agreement, including the appended "**General Terms and Conditions,**" current cycle Program Guidelines – Coordinated Prevention Grants found at <https://fortress.wa.gov/ecy/publications/summarypages/1107008.html>, and ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

I. ARCHEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

APPENDIX A

PART 5: GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5 herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys,

drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. **Acquisition Projects.** The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this

agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. 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, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.



Agenda Staff Report

TO: Mayor Guier and City Council Members
FROM: Richard Gould, Interim Finance Director
MEETING DATE: October 28, 2013
SUBJECT: Approving the 2012 unaudited financial reports

ATTACHMENTS: 2012 Summary Financial Report

Previous Council Review Date: N/A

Summary: Though not required by any State or City code, staff is presenting 2012 and future financial reports for Council approval. This supports State Auditor's confidence that the City Council is involved in the process as well as providing accountability and oversight.

The Finance Committee met with staff on Tuesday, October 22, to discuss this financial report. They reviewed the report (by line-items) and directed staff to bring it to Council for approval. The Mayor was also included in the review process.

Recommendation/Action: Staff recommends that the City Council approve the 2012 unaudited financial reports.

Motion for Consideration: I move to approve the 2012 unaudited financial reports as reviewed by the Finance Committee.

Budget Impact: None

Alternatives: None



Financial Reports

2012

2012 Year to Date Final Unaudited Financial Reports

The accounts of the City of Pacific are organized on the basis of funds, each of which is considered a separate accounting entity. Each fund is accounted for with a separate set of single-entry accounts that comprises its cash, investments, revenues and expenditures, as appropriate. The City of Pacific's resources are allocated to and accounted for in individual funds depending on their intended purpose.

The City of Pacific 2012 cash position increased by \$205,567.64. The General Fund increased from \$797,356.59 to \$990,623.66. The only fund in jeopardy of ending the year in the red was the Sewer Fund. This was prevented by staff's adjustment of a payment to King County Metro (\$91,000) and reallocating late fees/penalties properly from the Water Fund to the Sewer and Stormwater Funds. The Sewer Fund will need to be closely monitored in 2013 as it is running very tight.

The funds with significant decreases in cash position were the LID 3 Reserve Fund (207) which was due to the transfer of \$579,000 to the City of Sumner for the Valentine Interlocal agreement. The Water Capital Improvement Fund (406) due to supporting capital projects with interfund transfers totaling \$704,400 (Valentine & Stewart), and Sewer Cumulative Fund (408) for the Valentine Project (interfund transfer of \$460,000). Funds 411 and 601 saw decreases of note due to operating transfer of \$200,000 for water capital projects and reallocating unclaimed, unidentified deposits from the 601 Fund to the General Fund as per State Auditors direction (\$139,599).

I believe that it is important you know that all of these reports were prepared in Excel due to the lack of integrity with Springbrook. One prior year adjusting entry was needed (\$15,000) to reconcile general ledger with cash.

I will have concise summary by department totals financial reports available for Council once BIAS software has been fully implemented. I would appreciate any and all comments or questions regarding these reports as it helps me to understand what you want to see and what areas to focus on.

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

Richard A. Gould
Interim-Finance Director
City of Pacific

City of Pacific Summary Cash Report

January through December 2012

Fund	Balance forward		Revenue	Expenses	Month End Balance	Increase/ (Decrease) ytd
	1/1/2012	12/31/2012				
001	\$ 797,356.59	\$ 3,806,561.88	\$ 3,613,294.81	\$ 990,623.66	\$ 193,267.07	
003	\$ 42,621.48	\$ 115,751.06	\$ 121,969.07	\$ 36,403.47	\$ (6,218.01)	
004	\$ 17,885.67	\$ 70,511.61	\$ 63,383.37	\$ 25,013.91	\$ 7,128.24	
005	\$ 122,964.92	\$ 36,985.23	\$ 11,648.22	\$ 148,301.93	\$ 25,337.01	
006	\$ 23,943.57	\$ 22.65	\$ 17,823.80	\$ 6,142.42	\$ (17,801.15)	
007	\$ 66,855.83	\$ 10,298.17	\$ 950.00	\$ 76,204.00	\$ 9,348.17	
021	\$ 1,764.51	\$ 1,854.07	\$ -	\$ 3,618.58	\$ 1,854.07	
022	\$ 95,888.25	\$ 274,355.01	\$ 168,652.10	\$ 201,591.16	\$ 105,702.91	
098	\$ 24,452.81	\$ 3,034.62	\$ -	\$ 27,487.43	\$ 3,034.62	
099	\$ 134,355.23	\$ 175.31	\$ -	\$ 134,530.54	\$ 175.31	
101	\$ 71,490.77	\$ 383,812.67	\$ 308,860.02	\$ 146,443.42	\$ 74,952.65	
206	\$ 13,621.92	\$ 431,947.08	\$ 326,692.08	\$ 118,876.92	\$ 105,255.00	
207	\$ 579,289.55	\$ 668.22	\$ 579,000.00	\$ 957.77	\$ (578,331.78)	
208	\$ 125,954.75	\$ 165.83	\$ -	\$ 126,120.58	\$ 165.83	
300	\$ 88,530.94	\$ 124,273.81	\$ -	\$ 212,804.75	\$ 124,273.81	
301	\$ 36,404.15	\$ 199,120.75	\$ 107,897.66	\$ 127,627.24	\$ 91,223.09	
308	\$ (93,736.34)	\$ 775,858.48	\$ 427,264.35	\$ 254,857.79	\$ 348,594.13	
310	\$ (113,900.88)	\$ 1,168,204.65	\$ 770,228.55	\$ 284,075.22	\$ 397,976.10	
333	\$ 28,585.79	\$ 28,163.79	\$ -	\$ 56,749.58	\$ 28,163.79	
401	\$ 298,718.49	\$ 1,004,821.96	\$ 896,397.30	\$ 407,143.15	\$ 108,424.66	
402	\$ 63,627.39	\$ 1,628,875.60	\$ 1,642,933.17	\$ 49,569.82	\$ (14,057.57)	
403	\$ 232,647.14	\$ 686,968.20	\$ 650,550.20	\$ 269,065.14	\$ 36,418.00	
406	\$ 1,274,084.20	\$ 272,099.36	\$ 707,487.19	\$ 838,696.37	\$ (435,387.83)	
408	\$ 959,644.00	\$ 109,274.93	\$ 479,370.22	\$ 589,548.71	\$ (370,095.29)	
409	\$ 64,316.53	\$ 692,392.81	\$ 451,971.08	\$ 304,738.26	\$ 240,421.73	
410	\$ 32,403.00	\$ 65,733.66	\$ 10,470.67	\$ 87,665.99	\$ 55,262.99	
411	\$ 328,349.75	\$ 24,630.10	\$ 200,000.00	\$ 152,979.85	\$ (175,369.90)	
499	\$ 133,503.30	\$ 10,180.42	\$ -	\$ 143,683.72	\$ 10,180.42	
601	\$ 182,715.03	\$ (550.00)	\$ 177,005.41	\$ 5,159.62	\$ (177,555.41)	
630	\$ 17,503.76	\$ 11,129.87	\$ 2,950.00	\$ 25,683.63	\$ 8,179.87	
640	\$ 10,384.33	\$ 97,691.27	\$ 92,646.16	\$ 15,429.44	\$ 5,045.11	
800	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 5,662,226.43	\$ 12,035,013.07	\$ 11,829,445.43	\$ 5,867,794.07	\$ 205,567.64	

Reconciling Reports to Bank Accounts

Dec-12

Fund	Cash	A/R	A/P	Net
001 \$	990,623.66			990,623.66
003 \$	36,403.47			36,403.47
004 \$	25,013.91			25,013.91
005 \$	148,301.93			148,301.93
006 \$	6,142.42			6,142.42
007 \$	76,204.00			76,204.00
021 \$	3,618.58			3,618.58
022 \$	201,591.16			201,591.16
098 \$	27,487.43			27,487.43
099 \$	134,530.54			134,530.54
101 \$	146,443.42			146,443.42
206 \$	118,876.92			118,876.92
207 \$	957.77			957.77
208 \$	126,120.58			126,120.58
300 \$	212,804.75			212,804.75
301 \$	127,627.24			127,627.24
308 \$	254,857.79			254,857.79
310 \$	284,075.22			284,075.22
333 \$	56,749.58			56,749.58
401 \$	407,143.15			407,143.15
402 \$	49,569.82			49,569.82
403 \$	269,065.14			269,065.14
406 \$	838,696.37			838,696.37
408 \$	589,548.71			589,548.71
409 \$	304,738.26			304,738.26
410 \$	87,665.99			87,665.99
411 \$	152,979.85			152,979.85
499 \$	143,683.72			143,683.72
601 \$	5,159.62			5,159.62
630 \$	25,683.63			25,683.63
640 \$	15,429.44			15,429.44
800 \$	57,556.31	\$ (57,556.31)		-
\$	5,925,350.38	\$ -	\$ (57,556.31)	\$ 5,867,794.07

Gen Acct	Bank Stmt	O/S Deposits	O/S Checks	Balance
\$	706,042.37	\$ 28,150.15	\$ 379,186.71	\$ 355,005.81
Webstn	100,522.31			100,522.31
LGIP	3,740,454.91			3,742,317.26
CD	29,767.91			29,787.36
Sweep	2,242,885.68			1,638,496.33
Cash	1,665.00			1,665.00
ttls	6,821,338.18			5,867,794.07



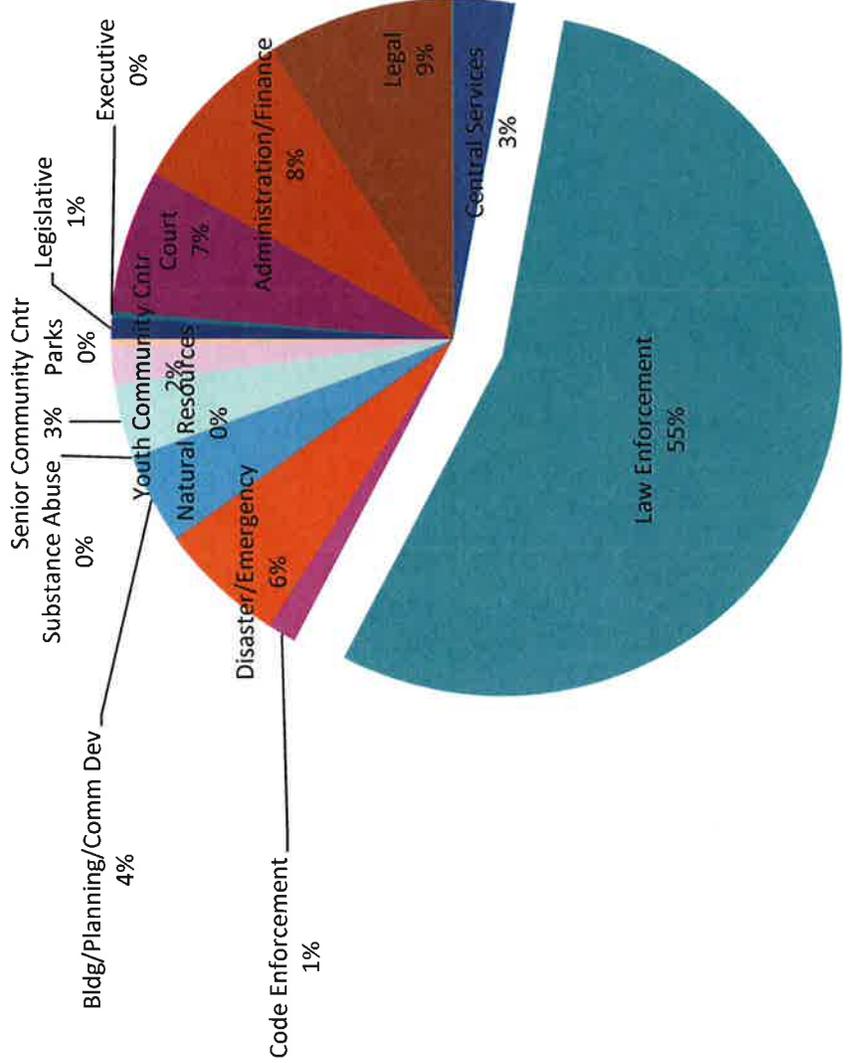
General Fund Revenue

Taxes	\$2,809,226
Licenses & Permits	\$ 375,736
Intergovernmental	\$ 244,047
Charges for Goods & Svcs	\$ 160,673
Fines & Penalties	\$ 126,656
Donations/Bldg Use/Misc	\$ 302,858

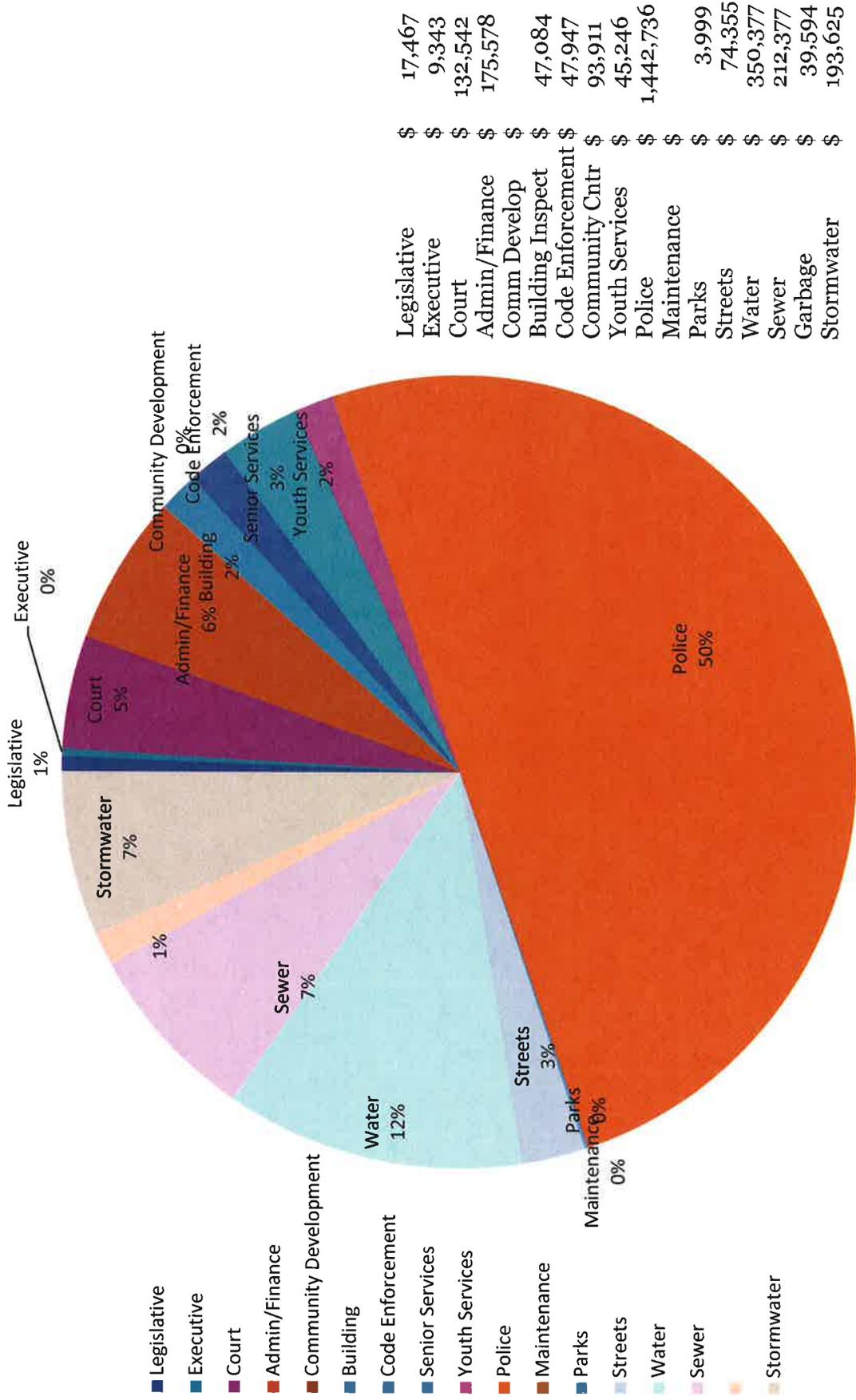
- Legislative
- Executive
- Court
- Administration/Finance
- Legal
- Civil Services
- Central Services
- Law Enforcement
- Code Enforcement
- Disaster/Emergency
- Natural Resources
- Bldg/Planning/Comm Dev
- Substance Abuse
- Senior Community Cntr
- Youth Community Cntr
- Parks

General Fund Allocations

Legislative	\$ 34,116
Executive	\$ 10,980
Court	\$ 237,184
Admin./Finance	\$ 280,372
Legal	\$ 307,858
Civil Services	\$ 3,368
Central Services	\$ 100,805
Law Enforcement	\$ 1,912,664
Code Enforcement	\$ 47,947
Disaster/Emergency	\$ 209,249
Natural Resources	\$ 52
Bldg/Planning/Comm Dev	\$ 150,556
Substance Abuse	\$ 1,721
Comm Cntr/Senior Svcs	\$ 121,969
Comm Cntr/Youth Svcs	\$ 63,383
Parks	\$ 11,615

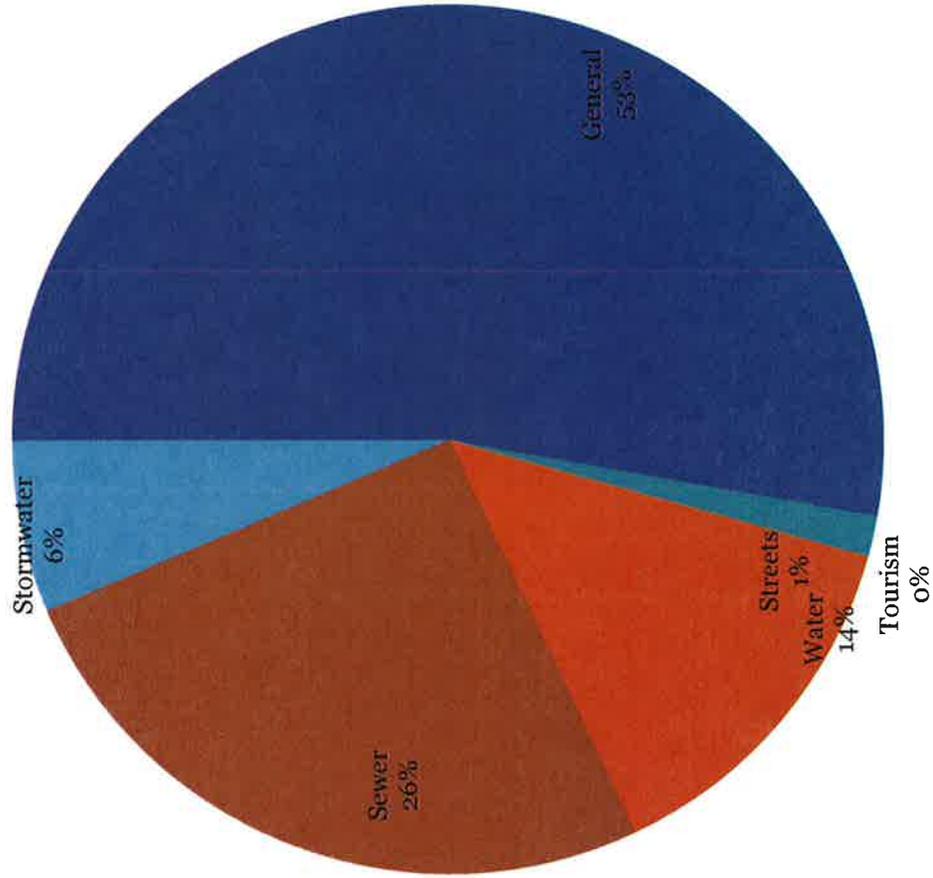


Salaries, Wages and Employee Benefits-All Funds



- General
- Streets
- Tourism
- Water
- Sewer
- Stormwater

City-wide Allocations



General Fund	\$ 3,389,939
Streets	\$ 97,003
Tourism	\$ 875,147
Water	\$ 1,642,933
Sewer	\$ 412,442
Stormwater	\$



Agenda Staff Report

TO: Mayor Guier and City Council Members

FROM: Richard Gould, Interim Finance Director

MEETING DATE: October 28, 2013

SUBJECT: Approving the 2013 Financial Reports.

ATTACHMENTS: 2013 Third Quarter Summary Financial Report

Previous Council Review Date: N/A

Summary: The Finance Committee met with staff on Tuesday, October 22, to discuss the 2013 third quarter year to date financial reports. They reviewed the report (by line-items) and directed staff to bring it to Council for approval. The Mayor was also included in this review process.

Recommendation/Action: Staff recommends that the City Council approve the 2013 third quarter year to date financial reports.

Motion for Consideration: I move to approve 2013 Third Quarter Year-to-Date Financial Reports as reviewed by the Finance Committee.

Budget Impact: None

Alternatives: None



Financial Reports

Third Quarter-2013

2013 Year to Date Third Quarter Financial Reports

The accounts of the City of Pacific are organized on the basis of funds, each of which is considered a separate accounting entity. Each fund is accounted for with a separate set of single-entry accounts that comprises its cash, investments, revenues and expenditures, as appropriate. The City of Pacific's resources are allocated to and accounted for in individual funds depending on their intended purpose.

The City of Pacific 2013 third quarter cash position increased by \$326,111.39. The General Fund decreased to \$784,434.92 (down by \$206,188.74) however staff projects this to increase in the final quarter due to the significant influx of property taxes in October and November as well as sales taxes trending up in the final three months of the year. This decrease is likely attributed to the interfund transfers as compared to last year, currently at \$496,000 whereas 2012 only had \$307,000 in its entirety. The Sewer Fund will once again need to be closely monitored as it is running very tight sitting at \$12,721.71.

Besides the General Funds decrease no other funds saw any significant change. This is most likely due to the hold on City projects for 2013.

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

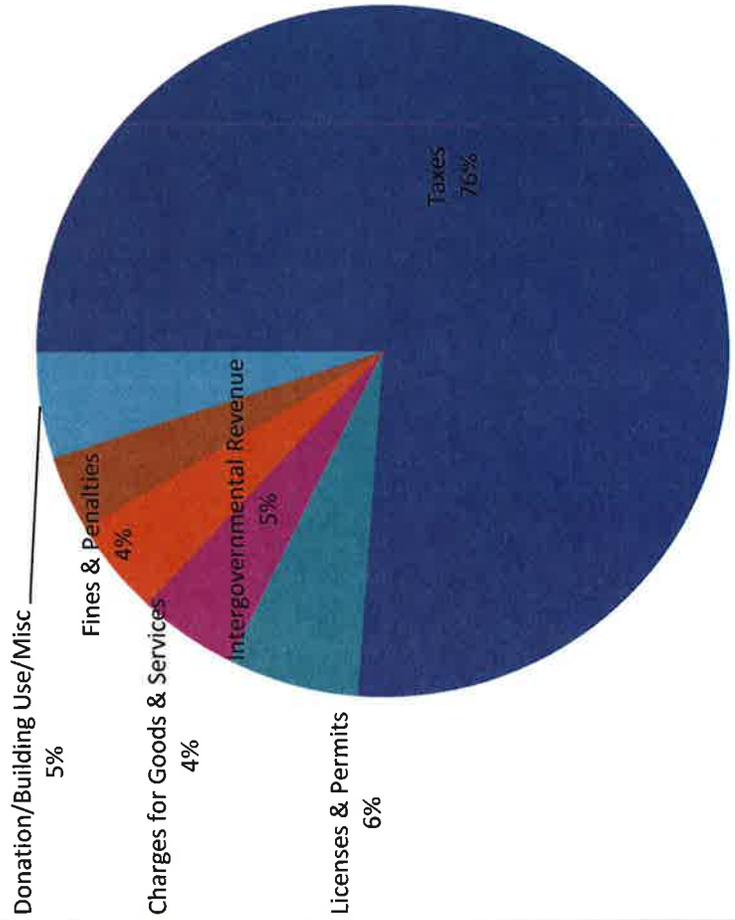
Richard A. Gould
Interim-Finance Director
City of Pacific

City of Pacific Summary Cash Report

January through September 2013

Fund	Balance forward		Revenue	Expenses	Month End Balance	Increase/ (Decrease) ytd
	1/1/2013	9/30/2013				
001	\$ 990,623.66	\$ 2,371,480.31	\$ 2,577,669.05	\$ 784,434.92	\$ (206,188.74)	
003	\$ 36,403.47	\$ 75,502.16	\$ 110,153.56	\$ 1,752.07	\$ (34,651.40)	
004	\$ 25,013.91	\$ 108,505.97	\$ 90,212.61	\$ 43,307.27	\$ 18,293.36	
005	\$ 148,301.93	\$ 49,637.77	\$ 63,270.49	\$ 134,669.21	\$ (13,632.72)	
006	\$ 6,142.42	\$ -	\$ 515.91	\$ 5,626.51	\$ (515.91)	
007	\$ 76,204.00	\$ 5,679.91	\$ -	\$ 81,883.91	\$ 5,679.91	
021	\$ 3,618.58	\$ 999.89	\$ -	\$ 4,618.47	\$ 999.89	
022	\$ 201,591.16	\$ 380,910.22	\$ 309,991.69	\$ 272,509.69	\$ 70,918.53	
098	\$ 27,487.43	\$ 1.60	\$ -	\$ 27,489.03	\$ 1.60	
099	\$ 134,530.54	\$ 7.96	\$ -	\$ 134,538.50	\$ 7.96	
101	\$ 146,443.42	\$ 217,528.92	\$ 215,541.76	\$ 148,430.58	\$ 1,987.16	
206	\$ 118,876.92	\$ 192,494.74	\$ 1,729.10	\$ 309,642.56	\$ 190,765.64	
207	\$ 957.77	\$ 0.97	\$ -	\$ 958.74	\$ 0.97	
208	\$ 126,120.58	\$ 7.48	\$ -	\$ 126,128.06	\$ 7.48	
300	\$ 212,804.75	\$ 172,626.86	\$ 35,478.07	\$ 349,953.54	\$ 137,148.79	
301	\$ 127,627.24	\$ 5,874.67	\$ 4,425.00	\$ 129,076.91	\$ 1,449.67	
308	\$ 254,857.79	\$ 15.06	\$ -	\$ 254,872.85	\$ 15.06	
310	\$ 284,075.22	\$ 13.86	\$ 41,237.65	\$ 242,851.43	\$ (41,223.79)	
333	\$ 56,749.58	\$ 1,979.94	\$ -	\$ 58,729.52	\$ 1,979.94	
401	\$ 407,143.15	\$ 754,488.77	\$ 703,651.10	\$ 457,980.82	\$ 50,837.67	
402	\$ 49,569.82	\$ 1,247,916.18	\$ 1,284,764.29	\$ 12,721.71	\$ (36,848.11)	
403	\$ 269,065.14	\$ 8,059.04	\$ 5,695.50	\$ 271,428.68	\$ 2,363.54	
406	\$ 838,696.37	\$ 15,569.61	\$ -	\$ 854,265.98	\$ 15,569.61	
408	\$ 589,548.71	\$ 12,056.42	\$ -	\$ 601,605.13	\$ 12,056.42	
409	\$ 304,738.26	\$ 441,940.83	\$ 323,143.71	\$ 423,535.38	\$ 118,797.12	
410	\$ 87,665.99	\$ 2,256.49	\$ -	\$ 89,922.48	\$ 2,256.49	
411	\$ 152,979.85	\$ 19,834.48	\$ -	\$ 172,814.33	\$ 19,834.48	
499	\$ 143,683.72	\$ 8.52	\$ -	\$ 143,692.24	\$ 8.52	
601	\$ 5,159.62	\$ 0.29	\$ -	\$ 5,159.91	\$ 0.29	
630	\$ 25,683.63	\$ 12,129.14	\$ 500.00	\$ 37,312.77	\$ 11,629.14	
640	\$ 15,429.44	\$ 136,552.41	\$ 139,989.59	\$ 11,992.26	\$ (3,437.18)	
800	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 5,867,794.07	\$ 6,234,080.47	\$ 5,907,969.08	\$ 6,193,905.46	\$ 326,111.39	

- Taxes
- Licenses & Permits
- Intergovernmental Revenue
- Charges for Goods & Services
- Fines & Penalties
- Donation/Building Use/Misc

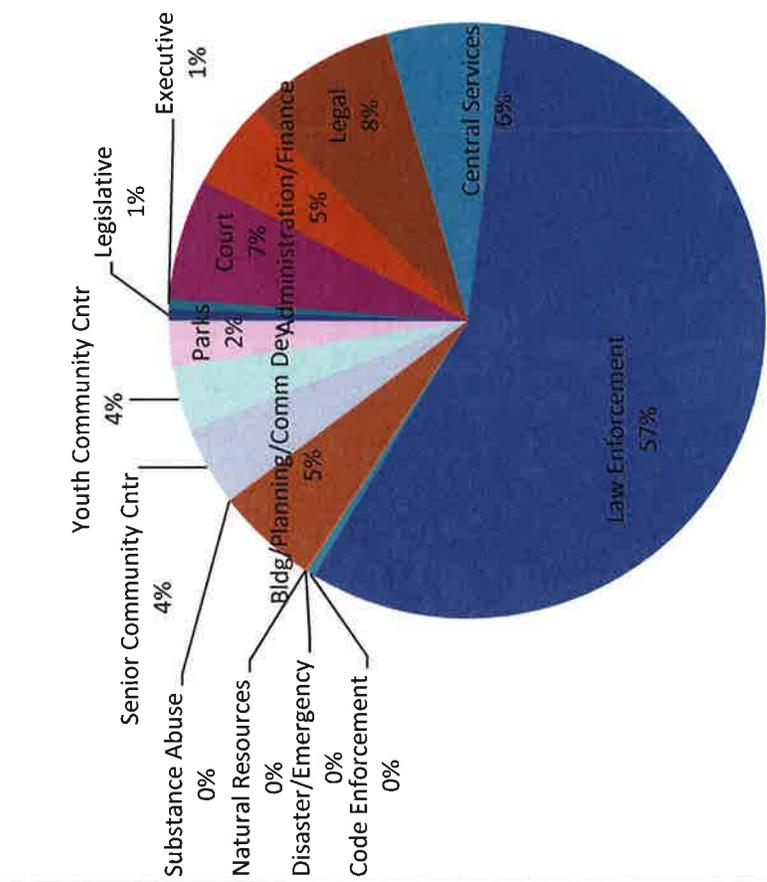


General Fund Revenue

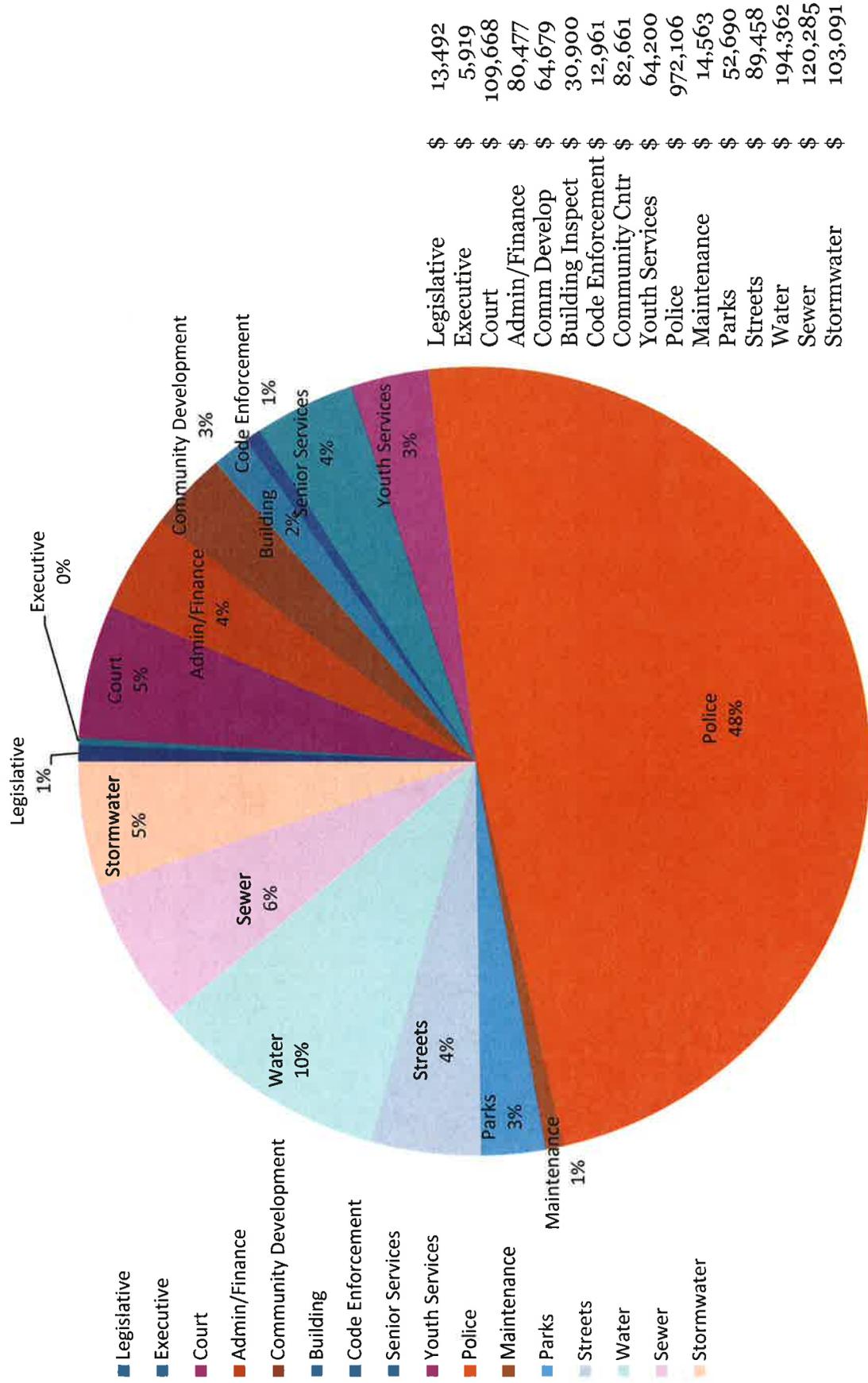
Taxes	\$ 1,977,551
Licenses & Permits	\$ 159,235
Intergovernmental	\$ 119,933
Charges for Goods & Svcs	\$ 116,573
Fines & Penalties	\$ 92,168
Donations/Bldg Use/Misc	\$ 129,055

General Fund Allocations

Department	Allocation (\$)
Legislative	15,283
Executive	14,279
Court	168,214
Admin./Finance	119,959
Legal	208,836
Central Services	164,073
Law Enforcement	1,444,285
Code Enforcement	12,961
Disaster/Emergency	2,624
Natural Resources	139,151
Bldg/Planning/Comm Dev	109,460
Substance Abuse	89,519
Senior Community Cntr	63,093
Youth Community Cntr	
Parks	



Salaries, Wages and Employee Benefits





Agenda Staff Report

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: October 28, 2013
SUBJECT: Confirmation of the Mayor's appointment of a Finance Director

ATTACHMENTS: Application packet of Richard Gould

Previous Council Review Date: N/A

Summary: The position of Finance Director was posted at City Hall and advertised in the paper of record (Auburn Reporter), posted on the city's website, and on the AWC JobNet website for two weeks. The closing date for accepting applications was October 25, 2013.

Mr. Gould has been serving the city well since he was brought in July 23rd and has demonstrated the skill and knowledge required to successfully lead the department. His appointment as the Finance Director would mean a seamless transition in that department.

Recommendation/Action: Recommend the confirmation of the Mayor's appointment of Richard Gould as the City of Pacific Finance Director.

Motion for Consideration: I move to confirm the Mayor's appointment of Richard Gould as the City of Pacific Finance Director.

Budget Impact:

Alternatives:

Richard A. Gould

OBJECTIVE

A self-starter, who takes the initiative looking to apply my expertise in accounting procedures along with my team-building skills toward the service of the organization

SUMMARY OF QUALIFICATIONS

Fund Accounting
General Ledger
Internal Controls
Consulting/Analysis
Cash Mgmt/Reconciliations

BARS Codes
Investment Portfolio Mgmt
State Audit Preparation
Financial Statements
Accounts Payable/Receivable

GASB 34/CAFR
Budgeting
Supervisory/Team Mgmt
GAAP
Fixed Assets

PROFESSIONAL EXPERIENCE

MuniTemps

Pacific, Washington

July '13 – Current

Interim-Finance Director: Identified and began correcting systemic problems with the City of Pacific's finance department. Prepared 2012 financial reports, reconciled cash, prepared financial reports for 2013 through third quarter. Initiated the transition from Springbrook to BIAS financial systems due to internal problems. Reestablished positive working relationships with the directors of the City's other departments such as police. Prepared preliminary budget for 2014 including a presentation at the Council Budget Retreat. Managed a staff of 2 while hiring to bring staff to full capacity. Worked with the Mayor to establish goals and objectives for the City of Pacific. Worked with the IT department (City of Auburn) to upgrade City technology (hardware and software) to increase efficiency of staff output. Worked with the Mayor and Council to negotiate with the Teamsters Union regarding staff's salary and benefits.

Financial Consulting – Municipalities, Small Businesses and Non profits

Renton, Washington

April '12 – Current

Accounting Consultant: Providing support services for small business entities. Currently providing data input for QuickBooks for financial reports, understanding data flows, and professional consulting as needed. Review 1099's and handling various tax filings.

Acres of Diamonds

Duvall, Washington

Nov '08 – April '12

Financial Consultant: Preparation of month end close, reconciling as well as provided process improvements to accounts payable, Quarterly and Annual Financial Statements and related reports. Assist Board and sit on Finance Committee.

City of Snohomish

Snohomish, Washington

June '08 – Oct '08

Accounting Supervisor: Responsible for the day-to-day operation of the City's financial accounting and reporting systems. Assisted with the 2007 Annual Report and the 2009 Budget. Developed reports for fixed asset inventory and cost analysis.

Robert Half Associates

Various Assignments

May '07 – March '08

Consultant/Financial Specialist (SPS): Special projects for municipal entities (Marysville and Federal Way) including financial reporting, daily cash reconciliation & analysis and fixed asset maintenance.

MuniFinancial

Bellevue, Washington

May '06 – April '07

Senior Analyst: Prepare reports for local governments such as cities, counties, and school districts related to utility rate studies, impact fee studies, urban growth management planning, administration of special taxes, assessments and standby charges, disclosure, financial studies to identify funding sources. Bond arbitrage reporting.

RECEIVED
CITY OF PACIFIC

OCT 24 2013

CITY CLERK
PERSONNEL MANAGER

City of Shoreline

Shoreline, Washington

July '04 – Mar '06

Staff Accountant: Responsible for Fixed Asset tracking, assistance in Investment Portfolio management, daily cash flow, general ledger reconciliation, as well as research and analysis. Projects consisted of CAFR (GASB34), Annual Report and State Audit preparation.

Si View Metropolitan Parks District

North Bend, Washington

Mar '04–Nov '04

Financial Consultant: For start-up of organization I set up the chart of accounts (BARS Codes), prepared the 2003 Annual Report, advised the Executive Director and Board on financial matters in relation to starting up the entity as well as the budget and assisted with WA State Audit. Staff training was also involved.

City of Carnation

Carnation, Washington

Mar '98 – May '04

Finance Director: Reorganized and set up accounting systems following a nine month period with no financial processes or reporting being carried out. I instituted an upgrade to ASP financial systems from DOS to Windows, changed utility billing systems from ASP to Continental Billing Systems, prepared five annual budgets, facilitated one biennial and three annual audits, initiated monthly and quarterly financial reporting. Staff management was involved which included hiring, training, team meetings, reviews, and termination. **Interim City Manager (June 2002 – March 2003):** Managed Interlocal Agreements with King County Sheriff, King County Waste Water Department, and Snoqualmie Tribe to bring a health clinic to the community. Projects included preliminary planning for city sewer installation and research of police service options.

City of Newcastle

Newcastle, Washington

1997

Consultant: Assignment priority was to reorganize the accounting department, working on special projects, creating spreadsheets for specific project analysis, and bank reconciliations.

Midcom Communications

Seattle, Washington

1994 – 1996

Carrier Cost Accountant: Created spreadsheets for inventory control, contract implementation, costing, revenue recognition, and gross margin analysis associated with assigned carriers. This included estimating revenue and cost of sales based on raw tape counts of traffic and associated charges and reconciling the relevant general ledger accounts and billing runs to those estimates and each other.

BDO Seidman CPA Firm

Seattle, Washington

1992 – 1993

Controller/Accountant: Managed “systems” (professional staff), prepared internal financial reports for Managing Partner and external reports for National Service Center to prepare National Financial Statements. AR and collections management as well as imprest account reconciliation. Also responsible for Emerging Business Practice Systems which included preparation of compilations, financial statements, business and payroll tax reports for over 10 client, (companies, partnerships, etc.)

EDUCATION/TRAINING

* Management Degree (BA)		2011
Univ of Washington/ City Univ	Seattle, Washington	cum Laude
* GASB34 Training by WFOA	Washington	2004
* Professional Development I, II & III	Seattle, WA	July 2001
* BARS Training	Lynnwood, WA	August 2000
* WFOA and PFOA Training	Washington	1998 – 2004
* AGC Construction Acct Workshop	Seattle, Washington	January 1998

Software Experience

Basic Four, IFAS-Bi Tech, Oracle, AREV, Peachtree, Paradox, ASP, Timberline, AS400, ACCPAC Plus, Continental Billing, QuickBooks, Advanced Excel, Word, PowerPoint, Eden

City of Pacific

EMPLOYMENT APPLICATION

AN EQUAL OPPORTUNITY EMPLOYER

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

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

PLEASE PRINT IN INK

NAME (As it appears on Social Security Card / Work Permit Card)	Gould <small>Last</small>	Richard <small>First</small>	A. <small>M.I.</small>
SOCIAL SECURITY NUMBER	[REDACTED]		
ADDRESS	[REDACTED]		
CITY, STATE, ZIP	Renton, WA 98056		
HOME TELEPHONE	[REDACTED]	MESSAGE CONTACT	[REDACTED]
DAYTIME TELEPHONE	[REDACTED]	ARE YOU AT LEAST 18 YEARS OLD?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
OTHER NAMES YOU HAVE USED:			
POSITION APPLIED FOR:	Finance Director	SALARY REQUIREMENTS:	\$ 80,000.00
REFERRED FOR THIS POSITION BY:	MuniTemps & Leanne Guier	DATE AVAILABLE:	Already working at Pacific as Interim Finance Director
HAVE YOU EVER BEEN EMPLOYED BY THIS ORGANIZATION? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		WHEN?	DEPARTMENT:
SUPERVISOR:		REASON FOR LEAVING:	
HAVE YOU EVER BEEN CONVICTED OF A FELONY? A CONVICTION WILL NOT NECESSARILY DISQUALIFY AN APPLICANT FROM EMPLOYMENT <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If Yes, Give location, date, charge and disposition of case(s) on a separate page	IF APPLYING FOR A POSITION WHICH REQUIRES DRIVING A VEHICLE, PLEASE PROVIDE THE FOLLOWING INFORMATION: I HAVE A VALID DRIVER'S LICENSE WA <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO D.L.# [REDACTED] STATE	CAN YOU, IF HIRED, SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

U.S. MILITARY SERVICE

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

_____ Branch of Service

From: _____ To: _____
Dates Served Type of Discharge

EDUCATION / SKILLS

EDUCATIONAL LEVEL	NAME	CITY	STATE	CIRCLE YRS. COMPLETED				UNITS COMPLETED	DEGREE	MAJOR
				9	10	11	12			
HIGH SCHOOL	Boca Ciega	Gulfport	Florida						Diploma-Yes	Pre-College
COMMUNITY or JUNIOR COLL				1	2					
				1	2					
BUSINESS or TRADE SCHOOL				1	2					
COLLEGE or UNIVERSITY	University of Washington	Seattle, WA		1	2	3	4	90	no	Business
	City University of Seattle, WA			1	2	3	4	90	Yes	Management
GRADUATE SCHOOL										

COMPUTER SOFTWARE SKILLS

COMPUTER SOFTWARE	Name of Software	Your Proficiency With The Software		
Word Processing	MS Word	<input type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Spreadsheet	MS Excel	<input checked="" type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Database	Oracle, Paradox, and SQL	<input type="checkbox"/> Skilled	<input checked="" type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Other	MS PowerPoint	<input type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar

LICENSES / CERTIFICATIONS / ORGANIZATIONS

PROFESSIONAL LICENSES and CERTIFICATIONS (Job Related)	TYPES OF LICENSES and CERTIFICATES	DATE ISSUED	REGISTRATION NUMBER	STATE	EXPIRES MO / YR
		PD I, II, & III	2001		WA

PROFESSIONAL, SCHOLASTIC and OTHER ORGANIZATIONS (Job Related)	NAME	DATE	NAME	DATE

Exclude memberships that indicate your race, religion, color, national origin, ancestry, sex, age, disability or veteran status

JOB RELATED TRAINING

NAME OF COURSE	YEAR COMPLETED	NAME OF COURSE	YEAR COMPLETED
WFOA, AWC, and SAQ training for Fund Accounting and related.	1998-2007		

EMPLOYMENT HISTORY

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

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

FROM (Mo/Yr) 07/2013 TO (Mo/Yr) current_ TOTAL _____ YRS 3 MOS. YOUR POSITION Interim-Finance Director

EMPLOYER: MuniTemps YOUR SUPERVISOR **Tony Herrera**

ADDRESS: 14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638 PHONE 866-406-6864

TYPE OF BUSINESS Municipal Staffing Solutions REASON FOR LEAVING still employed

BASE SALARY \$32.50 / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
START FINAL

BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES Managed Finance Department, staff of 3 and identified and resolved systemic problems. Prepared all financial reports, annual report for Auditors and annual budget prep.

FROM (Mo/Yr) 11/2008 TO (Mo/Yr) 11/2012 TOTAL 4_ YRS MOS. YOUR POSITION _Financial Consultant_

EMPLOYER: (Clients) Ohman & Associates, Acres of Diamonds YOUR SUPERVISOR Lorraine Ohman and Vivian Zoller

ADDRESS: Renton, WA and Duvall, WA PHONE (206) 760-9080 & (425) 788-5178

TYPE OF BUSINESS Small Business support and Non-Profit for Homeless women and children REASON FOR LEAVING Relocated and projects ended

BASE SALARY 15.00 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
START FINAL

BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES

FROM (Mo/Yr) 06/2008 TO (Mo/Yr) 10/2008 TOTAL _____ YRS 5 MOS. YOUR POSITION Accounting Supervisor

EMPLOYER: City of Snohomish YOUR SUPERVISOR Danny Weinberg

ADDRESS: 116 Union Avenue, Snohomish, WA 98290 PHONE (360) 568-3115

TYPE OF BUSINESS Municipality REASON FOR LEAVING Laid off due to economic downturn

BASE SALARY \$35_ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
START FINAL

BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES Providing support services for small business entities. Currently providing data input for QuickBooks for financial reports, understanding data flows, and professional consulting as needed. Review 1099's and handling various tax filings. Preparation of month end close, reconciling as well as provided process improvements to accounts payable, Quarterly and Annual Financial Statements and related reports. Assist Board and sit on Finance Committee.

FROM (Mo/Yr) 05/2007 TO (Mo/Yr) 03/2008 TOTAL _____ YRS 11 MOS. YOUR POSITION **Financial Specialist**

EMPLOYER: **Robert Half and Account Temps** YOUR SUPERVISOR **Stefanie Hirota**

ADDRESS: **13920 SE Eastgate Way, Suite 420, Bellevue, WA 98005** PHONE **(425) 653-2600**

TYPE OF BUSINESS Robert Half Finance & Accounting is the world's first and largest specialized financial recruitment agency REASON FOR LEAVING Laid off due to lack of work/projects

BASE SALARY \$%,000 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
START FINAL

BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES : **Special projects for municipal entities (Marysville and Federal Way) including financial reporting, reconciliation & analysis and fixed asset maintenance.**

FROM (Mo/Yr) 05/2006 TO (Mo/Yr) 04/2007 TOTAL 1YRS _____ MOS. YOUR POSITION **Senior Analyst**

EMPLOYER: **MuniFinancial**

YOUR SUPERVISOR **Lynn Nordby**

ADDRESS: **3633 136th Place SE Suite 205 Bellevue, WA 98006** PHONE **(206) 459-8492**

TYPE OF BUSINESS Business Consulting Services Management Consulting Services REASON FOR LEAVING Office closed

BASE SALARY 4,833.33 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
START FINAL

BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES Prepare reports for local governments such as cities, counties, and school districts related to utility rate studies, impact fee studies, urban growth management planning, administration of special taxes, assessments and standby charges, disclosure, financial studies to identify funding sources. Bond arbitrage reporting.

(ATTACH ADDITIONAL PAGE IF NECESSARY)

EXPLANATION OF INTERRUPTIONS IN EMPLOYMENT HISTORY

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

While I worked as a consultant between late 2008 until 2013 I went back to school for two years (2009-2011) to get my 4 year BA in Management.

(ATTACH ADDITIONAL PAGE IF NECESSARY)

REFERENCES

NAME Dianne Nelson
ADDRESS 806 W. Main St.
CITY,STATE,ZIP Monroe, WA 98272
DAYTIME PHONE (360) 863-4518
RELATIONSHIP Peer
(No Relatives)

NAME Woody Edvalson
ADDRESS 9002 Main St E
CITY,STATE,ZIP_ Bonney Lake, WA 98391
DAYTIME PHONE (253) 447-4310
RELATIONSHIP former supervisor
(No Relatives)

NAME Toni Ann Nelson
ADDRESS _____
CITY,STATE,ZIP Spokane, WA
DAYTIME PHONE (509) 228-9346
RELATIONSHIP Peer
(No Relatives)

NAME Lynn Nordby
ADDRESS _____
CITY,STATE,ZIP Seattle, WA
DAYTIME PHONE (206) 459-8492
RELATIONSHIP former supervisor
(No Relatives)

EMERGENCY CONTACT

NAME Jackie Gould RELATIONSHIP Spouse
ADDRESS [REDACTED] CITY, STATE, ZIP Renton, WA 98056
HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]

AUTHORIZATION AND AGREEMENT

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF APPLICANT



DATE 10-24-2013

FAIR CREDIT REPORTING ACT Disclosure and Authorization Statement

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

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

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

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

Richard A. Gould

Name (please print)

Richard A. Gould

Signature

10/24/2013

Date Signed

(PLEASE RETURN THIS PAGE WITH YOUR COMPLETED APPLICATION)

360 DEGREE REFERENCE SHEET

Name (Please Print): Richard A. Gould **Date:** 7/23/2013

Past Employers:

Company Name	Supervisor Name	Supervisor's Title	City/Location	Phone #
1 City of Snohomish	Daniel Weinberg	Support Services Director	Snohomish	360-568-3115
2 City of Shoreline	Al Juarez	Operations Manager	Shoreline	253-447-4314
3 City of Carnation	Woody Edvalson	City Manager	Carnation	253-447-4310

Peers (Coworkers)

Name	Company	Title	City/Location	Phone #
1 Dianne Nelson	City of Monroe	Finance Director	Monroe	360-863-4518
2 Toni Ann Nelson	State Auditors Office	Auditor/Small City Trouble Shooter	Spokane	509-228-9346
3 Dianna Bruland	City of Snohomish	Senior Accountant	Snohomish	360-568-3115
4 Greg Hill	Roth Hill	President	Bellevue	425-869-9448
5 Phil Olbrechts	Ogden Murphy Wallace	City Attorney	Seattle	206-447-7000

Subordinates (People who reported to you):

Name	Company	Title	City/Location	Phone #
1 Debby Zuber	City of Carnation	Accounting Clerk	Carnation	425-844-9268
2 Kelly Hankinson	City of Carnation	Treasurer	Carnation	425-333-4192
3 Albert Subandhi	MuniFinancial	Financial Analyst	Bellevue	425-442-6098

For Office Use Only	
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City's first manager steps down suddenly

BY NICK PERRY
Seattle Times Eastside bureau

Carnation's first city manager has resigned and left his job — all in the same day.

Woody Edvalson had served as city manager since fall 1999, when Carnation switched from a strong-mayor system of government to a paid-manager system.

Before that, Edvalson worked for one year as city administrator.

"It's a very delicate subject," said Councilman Bob Patterson. "There has been, at times, some friction between

CARNATION

the council and the manager. He obviously didn't feel comfortable there."

Edvalson did not return calls yesterday.

In his resignation letter submitted Monday, he said, "It appears to be in the mutual best interest of the city and myself that we conclude this employment relationship."

City Finance Director Richard Gould will serve as interim manager until a permanent replacement is

found. Gould said he will perform both finance and manager roles.

Establishing a sewage system — currently a series of septic tanks — and improving the economy will be among the priorities for the new city manager, said Mayor Stuart Lisk.

Carnation is happy with the city-manager form of government, Lisk said.

Carnation is close to signing a deal with King County that would see a new sewage system in place by 2006 or 2007, Patterson said.

Under the agreement, the county

would build and operate a \$15 million plant, and the city would install pipes to homes, for another \$15 million.

Carnation has about 1,900 residents and has functioned as a city under different names for more than 90 years. The city operates with nine full-time employees and has an annual budget of \$4.1 million.

The city manager's job pays from \$60,000 to \$65,000 a year, with added benefits of \$15,000 to \$20,000.

Nick Perry can be reached at 206-515-5639 or nperry@seattletimes.com.

Mayor thanks those who served city well

I would like to express my thanks to the City of Carnation for their recent recognition of my work as Mayor. It was indeed an honor serving the City during the past four years.

I would like to acknowledge and recognize several individuals who have made outstanding accomplishments for the City of Carnation these past two years as well. The City recently received a clean audit review by the State Auditor for the FY 1998. This is the result of the excellent work of Finance Director Rich Gould. Rich came to the City in early 1998 when finances were in total disarray. He brought the City back to fiscal accountability. Mary Orness played a major part in assisting in this process and maintaining the city clerk records during this same period.

Police services for Carnation were much in the news two years ago. Officers Bill Brown and Scott Allen have continued as members of the Carnation Police Department for this entire period. I wish to publicly thank them for their loyalty and service these past two years. They continue to serve Carnation residents well and have bright law enforcement careers with the King County Sheriff's Department.

Woody Edvalson has brought professional-ism and competence to the city staff these past twelve months. I was pleased to see him assume the role of city manager and know the city will continue to be well served in the coming years. Lastly I wish to thank my fellow Councilmember and former Mayor Pro-Tem Ron Chapin for his work these past four years. Ron and I worked together during some very difficult times. Ron was the person behind the scenes that I could always count on for support. Thank you Carnation for the opportunity to have served you these past four years.

David H. Hunter, Carnation Mayor 1998-1999



Transforming Homeless Women, One Step at a Time

P.O. Box 1672 • Duvall, WA 98019
(425) 788-9999

info@acresofdiamonds.org
www.acresofdiamonds.org

April 5, 2012

To Whom It May Concern::

Acres of Diamonds significantly benefitted from Richard Gould's skills and experience as a financial consultant. Over the last four years he generously volunteered his time to assist with our organization's financial record keeping and reporting. We are thankful for his diligent and skillful work.

As part of his recent volunteer responsibilities, Richard performed some detailed auditing of our historical financials and assisted in some difficult problem solving. We value Richard's contributions and are thankful for his generosity.

Sincerely,

Julie Lindgren

President of the Board

Acres of Diamonds

www.acresofdiamonds.org

CITY OF PACIFIC

Agenda Staff Report

Agenda Item No.	<u>Consent Agenda 9A</u>	Meeting Date:	<u>October 28, 2013</u>
	<u>Claim Voucher & Payroll</u>		<u>Richard Gould</u>
<u>Subject:</u>	<u>Approval</u>	Prepared by:	<u>Finance Director</u>

Summary:

Approval of Payroll for the period of September 16, 2013 through September 30, 2013; Claims Vouchers for September 24, 2013 through October 15, 2013.

Payroll Auto Deposit	\$	56,300.63
Payroll Checks # 4713 - 4716		1,230.86
Electronic Claims # 488 - 492		33,845.58
489 skipped		
Claim Checks: #42446 - 42491		116,912.30
Voided Claim Check #42358		-169.73
Total Expenditures	\$	<u>208,119.64</u>

Recommendation: Approval of payment for Payroll and Claims

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

Attachments:

Check Registers and Payroll Expense itemization.

Payroll

Computer Check Register

User: padams

Printed: 10/16/2013 - 10:56AM

Batch: 00502-10-2013 Computer



Check No	Check Date	Employee Information	Amount
4713	10/18/2013	GARBER Katherine Garberding	92.35
4714	10/18/2013	HULSG Gary Hulsey	92.08
4715	10/18/2013	STEIC Clinton Steiger	92.08
4716	10/18/2013	FLARW Wanda Flarity	954.35
Total Number of Employees: 4		Total for Payroll Check Run:	1,230.86

Auto Deposit Payroll in the Amount of:

\$ 56300.63

Total Expenditures:

\$ 57531.49

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: 10/28/13

Council member: _____

Council member: _____

Council member: _____

Reviewed for Accuracy:

Finance Director: [Signature]

Date: 10-25-2013

Payroll

ACH Check Register

User: 'padams'
Printed: 10/16/2013 - 11:09AM
Batch: 502-10-2013
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
10/18/2013	0	ADAMP	Pamela Walasek	1,716.58
10/18/2013	0	BARNK	Kenneth Barnett	1,703.23
10/18/2013	0	BOS M	Michel Bos	2,872.99
10/18/2013	0	BROOB	Bill Brookhart	1,892.38
10/18/2013	0	CALKJ	John Calkins	4,036.72
10/18/2013	0	FUTJO	Joanne Futch	1,224.55
10/18/2013	0	GALER	Roger Gale	2,674.66
10/18/2013	0	GARRB	Betty Garrison	1,006.12
10/18/2013	0	GUIERL	Leanne Guier	317.71
10/18/2013	0	Hong	Joshua Hong	2,817.56
10/18/2013	0	JONEJ	John Jones	91.25
10/18/2013	0	KIM	Michael Kim	2,629.94
10/18/2013	0	Knauf	Charles Knauf	89.28
10/18/2013	0	KORAS	Steven Koransky	383.44
10/18/2013	0	LARSG	Gary Larson	1,681.39
10/18/2013	0	MASSE	Edwin Massey Jr	3,288.45
10/18/2013	0	MCCUT	Thomas McCulley Jr	1,993.86
10/18/2013	0	MCMAJ	James McMahan	92.08
10/18/2013	0	MORGJ	James Morgan	1,756.86
10/18/2013	0	NEWTD	David Newton	2,499.95
10/18/2013	0	PUTNJ	Joshua Putnam	92.08
10/18/2013	0	QUACJ	Jon Quackenbush	196.15
10/18/2013	0	RODRM	Michael Rodriguez	1,578.20
10/18/2013	0	RYDBK	Kelly Rydberg	1,554.07
10/18/2013	0	SCHUJ	James Schunke	1,891.34
10/18/2013	0	SHERR	Raymond Sherman	209.50
10/18/2013	0	SHOOS	Stephanie Shook	1,787.09
10/18/2013	0	SLAGT	Jed Slagter	2,023.18
10/18/2013	0	SOLVA	Angelica Solvang	1,694.50
10/18/2013	0	STEPR	Robert Stephens	2,656.44
10/18/2013	0	STEVEN	Amy Stevenson-Ness	1,681.44
10/18/2013	0	THACD	Darcie Thach	1,353.14
10/18/2013	0	WALKT	Trenity Walker	92.08
10/18/2013	0	WESJS	Joe West	2,648.41
10/18/2013	0	WIECP	Paula Wiech	861.64
10/18/2013	0	WILDC	Corrine Wildoner	1,212.37

Total Employees:

36

Total:

56,300.63

Payroll

Pay Type Register



User: padams
 Printed: 10/23/2013 - 2:24PM
 Check Date Range: 10/18/2013 to 10/18/2013
 Period Date Range: All
 Batch Info: All
 Pay Types: AD, B, C, CA, CD, CO, CP, DS, E2, E4, EO, ET, F, FH, FL, FT, H, HO, HP, L, MP, O, OC, OD, OO, OT, P, PC, PO, R, RDS, RF, RM, RP, S, SB, SP, TC, U, V, VP, ZA, ZB, ZC, ZD, ZM, ZP, ZS

Pay Type	Description	Hours	Amount
C	Comp time taken	14.00	404.18
CA	Cleaning allowance	0.00	270.00
E2	Education Premium 2%	0.00	58.45
E4	Education Premium 4%	0.00	464.76
H	Holiday	188.80	5,199.44
HO	Holiday -- Off Day	42.00	1,652.14
L	Longevity	0.00	1,286.05
OC	Work Out of Class	0.00	610.94
OO	Out of Class OT	0.00	156.49
OT	Overtime	84.25	2,935.66
PO	Police Overtime	78.50	3,925.28
R	Regular	2,008.13	59,736.29
RM	Reimbursement	0.00	-16.76
S	Sick leave	72.25	1,904.94
V	Vacation	67.25	2,136.98
ZC	Contract Benefits-Retirement	0.00	236.42
ZM	Contract Benefits-Medical	0.00	559.35
Report Total		2,555.18	81,520.61

Payroll

Deduction Register - Totals Only



User: padams
Printed: 10/23/2013 - 2:25 PM
Check Date Range: 10/18/2013 to 10/18/2013
Period End Range: All
Batch Info: All
Deductions: Den-R, FICAR, FICARR, H UnR, Hlth-R, H-R-A, L&I-R, LOEFFR, LTD-R, MEDIR, PERS1R, PERS3R, PERSR, PERSXR, SUI, VisionTotals Only

	Amount
Den-R: Dental Ins-Employer	55.19
FICAR: FICA Employer Portion	4,951.83
H UnR: Health Ins-Union Employer	14,323.38
Hlth-R: Health Ins-Employer Non-Union	651.32
L&I-R: Workers Comp-Employer	1,053.70
LOEFFR: LOEFF-Employer	1,716.12
LTD-R: LTD-employer	259.33
MEDIR: Medicare Employer Portion	1,158.12
PERS1R: Pers 1-Employer	117.18
PERS3R: Pers 3-Employer	216.11
PERSR: PERS 2 Employer	3,295.27
SUI: State Unemployment Tax	151.33
Vision: Vision Ins-Non-Union	16.82
	<hr/> <hr/>
Report Total:	27,965.70
	<hr/> <hr/>



City Council Minutes

Workshop
Monday, October 7, 2013
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Council Members Jones, Putnam, Steiger, Council President Walker, Mayor Pro Tem McMahan and Mayor Guier

Absent: Council Member Garberding and Council Member Hulsey

STAFF PRESENT

Interim Public Works Director Ken Barnett, Court Administrator Kelly Rydberg, Contract Interim Finance Director Richard Gould, and City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Steiger requested a discussion regarding copy savings. Council President Walker added the discussion as item H on the agenda.

Amended Agenda approved by unanimous consent of the Council.

AGENDA ITEMS

A. IT Issues Discussion

Interim Finance Director Richard Gould introduced Ron Tiedeman, City of Auburn Innovation and Technology.

Mr. Tiedeman discussed several topics that need to be completed including:

- Website update and domain name renewal and hosting.
According to specifications provided by previous administration, work on a new website is 100 percent complete and can go live. The domain name and website host must be renewed by November 4, 2013.
- Council Chamber Updates
Adding additional microphones; Assistive Listening for ADA compliance; Audio/Visual broadcast ability; iPad devices for Council; and wireless technology.
- City Hall network and cabling
- Standardized Office application of Microsoft Office 2013 and asset tracking
- Surveillance equipment around the building and DVMS recording server.

Mr. Tiedeman stated he would forward a list of technology priorities and recommendations with estimated costs for 2014 to the City Clerk.

Direction by consensus of Council: Move the domain name and hosting forward to the Council meeting October 15, 2013

B. Stadel Utility Bill Request

Finance Director Gould advised Council that no action is required. Ordinance 1767 does not allow this type of billing

Direction by consensus of Council: A letter and copy of the ordinance will be sent to Mrs. Stadel.

C. Discussion: Resolution No. 2013-0XX regarding Laptop Computer Purchase and reimbursement for Municipal Court

Court Administrator Rydberg outlined the reimbursement program for Municipal Court computers and the process for ordering a new laptop for the judge.

Direction by consensus of Council: Move forward to the Council meeting of October 15, 2013.

D. Discussion: Adoption of Resolution No. 2013-0xx and execution of an Interlocal Agreement with Association of Washington Cities regarding the transition to self-insurance by the Employee Benefit Trust

Amy Stevenson-Ness, City Clerk, advised council of the change to self-insurance by the AWC EBT and the requirement of an interlocal agreement to continue participation in the EBT.

Direction by consensus of Council: Move forward to the Council meeting on October 15, 2013.

E. Discussion: Resolution No. 2013-0xx Skillings Connolly Proposed Contract Amendment No 11 for Steward Road Design Services

Direction by consensus of Council: As Director Barnett was unable to attend the meeting, the item has been postponed to the Council meeting on October 15, 2013.

F. Discussion: Resolution No 2013-0xx Acceptance of the Department of Ecology Coordinated Prevention Grant (CPG)

Direction by consensus of Council: As Director Barnett was unable to attend the meeting, the item has been postponed to the Council meeting on October 15, 2013.

G. Discussion: Minutes for meetings: March 11, 2013; March 25, 2013; April 1, 2013; April 8, 2013; April 15, 2013; April 22, 2013; May 13, 2013; May 20, 2013; May 20, 2013 Special Meeting, May 28, 2013; June 3, 2013.

City Clerk Stevenson-Ness advised council that the amended minutes for the meetings in 2013 have been presented for review and approval at the meeting on October 15, 2013, and asked that any corrections be forwarded to her by October 10.

Direction by consensus of Council: Move forward to the Council meeting on October 15, 2013.

H. Copy Savings for agenda

Council Member Steiger expressed his concern about the amount of paper being used for council agendas. He suggested that Council use their notebooks and have the appropriate Council items moved from week to week to save resources.

Council Member McMahan requested that the electronic version of the agenda be a full version.

Executive Session: Contract Negotiations per RCW 42.30.140(4)(a)
Council President Walker announced that the Council would convene to an executive session for contract negotiations at 7:10 p.m. for 15 minutes and recessed the meeting.

At 7:37, Council President Walker announced that the executive session would take another 15 minutes.

At 7:52, Council President Walker announced that the executive session would take another 30 minutes.

Council President Walker reconvened the workshop at 8:21.

ADJOURN

Council President Walker adjourned the workshop at 8:22 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Regular Meeting
Tuesday, October 15, 2013
6:30 p.m.

Regular Meeting
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Council Members Garberding, Hulsey, Putnam, Steiger.

Absent: Council Member Jones, Council President Walker (arrived at 6:38 p.m.), and Mayor Pro Tem McMahan (arrived at 6:38 p.m.)

COUNCIL MEMBER HULSEY MOVED to excuse Council Members Jones, McMahan . Seconded by Council Member Putnam. The motion was voted on and carried 4-0.

STAFF PRESENT

City Attorney Ken Luce; Public Safety Director John Calkins, Senior Services Assistant Darcie Thach, Contract Interim Finance Director Richard Gould, City Clerk Amy Stevenson-Ness

ADDITIONS TO/APPROVAL OF AGENDA

Agenda approved by unanimous consent of the Council.

AUDIENCE COMMENT

Jeanne Fancher/Kate Hull presented information regarding Make a Difference Day on October 26th, sponsored by Park Board, White River Valley Lions, and Pacific Partnerships. The group will meet at the Senior Center at 9 a.m. to do work at the Terry Home Boggy Garden, have lunch at noon, then help people in the community at 1. If you know someone who needs help, give them a flyer and have them call to arrange assistance (Walker and McMahan arrived here at 6:38 p.m.)

They also gave information about the Voters' Forum on October 22; Shawn Skager will be the moderator. The Council also invited as long as they don't discuss City business.

Frank Aurich, requested a zoning variance to place shipping containers in a residential area. He was referred to the Public Works Department.

Justin Solt, 4817 Monte Vista Dr E, Edgewood, addressed Council regarding the medical marijuana moratorium. He was referred to the Planning Commission

RECOGNITION

Public Safety Director John Calkins presented Lt. Massey, Stephanie Shook, and Officer Kim with Commendations for their

Chief Calkins presented a commendation to Lt. Massey for his never ending loyalty to the City of Pacific and for his work coordinating the open house event.

Chief Calkins presented Stephanie Shook with a commendation for unending, tireless efforts to make the organization the best they can be with hundreds of volunteer hours.

Chief Calkins presented Officer Michael Kim with a commendation for his quick reaction/decision making in a very difficult apprehension of a suspect.

PRESENTATION

Sergeant Pete Connell, Valley Regional Fire Authority, on behalf of Auburn Area Medic Campaign presented two Automated External Defibrillators to the City of Pacific Police Department and to Chief Calkins.

Chief Calkins thanked the organization and Sergeant Connell for the donation.

REPORTS

MAYOR

Mayor Guier announced upcoming activities:

- Make a Difference Day on 10/26; will be at Boggy Garden at Terry Home. State Representative Roger Freeman will also be in attendance;
- Flood/Storm Preparedness Open House on 10/30 at 6:30 p.m. in the City gym. This is a meeting for flood affected citizens and those interested in winter storm preparedness; King County, Pierce County, and Army Corps of Engineers will be in attendance
- 24th Annual Holiday Bazaar, 11/9 in the City Gym
- Flag pole plaque dedication, Veterans' Day, 11/11 at 11 am;
- Tree Lighting, 11/29, lights go up on November 9

<ul style="list-style-type: none"> The budget process is under way. Budget hearings will be held on Tuesday 11/12 and Monday 11/25
<p>FINANCE Interim Finance Director Richard Gould advised the BIAS software installation process is underway. He also stated he is working on 2012 Financial report, and hopes to have it completed by the end of October.</p>
<p>COURT Stats provided to Council</p>
<p>PUBLIC SAFETY Public Safety Director Calkins reported flyers for the flood preparedness meeting will be passed out on 10/19 by the Explorers. The new Evidence Tech will start on 11/1 and comes highly recommended.</p>
<p>COMMUNITY/SENIOR/YOUTH SERVICES Senior Center Assistant Director Darcie Thach reported that they got new chairs for the senior center and bought extra for events and in case a crowd shows up. The new bus driver starts on Monday. Medicaid/DSHS are still coming Mondays and Tuesdays through October. She is selling baked goods to benefit the Senior Center every Tuesday on Taco Tuesday</p>
<p>COUNCIL – Council Member Steiger questioned if the City had received a release letter from Springbrook to ensure there would be no further obligation to them. Mayor Pro Tem McMahan stated he would be traveling for work and absent on 10/21.</p>
<p>BOARDS AND COMMITTEES SCA: The Mayor was unable to attend the SCA meeting. VRFA: Council President Walker advised that the VRFA passed a resolution of support for the Medic One levy to help fund basic and advanced life support;</p>

OLD BUSINESS

A. Adoption of Resolution 2013-072 authorizing the purchase of a laptop computer for Judge Rochon and allowing the court administrator to sign the purchase reimbursement agreement with the AOC, obtain a purchase order from Finance, and authorize the purchase and set up of software for the computer by Auburn’s IT department.

Court Administrator Kelly Rydberg presented the information to Council regarding the computer purchase.

COUNCIL MEMBER PUTNAM MOVED to adopt Resolution 2013-072 authorizing the purchase of a laptop computer for the municipal court and allowing the court administrator to sign the documents required to purchase the computer and software and obtain reimbursement from the AOC for the computer. Seconded by Council Member Walker.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulseley, McMahan, Putnam, Steiger, Walker
Excused: Jones

The motion carried 6-0.

B. Adoption of Resolution 2013-073 authorizing the execution of an interlocal agreement with AWC for participation in the Employee Benefit Trust Self-Insurance Program.

City Clerk Amy Stevenson-Ness presented information to the Council concerning the AWC's Employee Benefit Trust's move to self-insurance.

COUNCIL MEMBER HULSEY MOVED to adopt Resolution 2013-073 authorizing the execution of an interlocal agreement with AWC for participation in the Employee Benefit Trust Self-Insurance Program. Seconded by Council Member Putnam.

Roll Call vote was taken resulting as follows:

Ayes: Garberding, Hulseley, McMahan, Putnam, Steiger, Walker
Excused: Jones

The motion carried 6-0.

NEW BUSINESS

A. Adoption of Resolution No. 2013-074, authorizing the execution of Supplement No. 11 to a contract with Skillings Connolly for additional engineering design services associated with additional work for the final phase of the Stewart Road Improvement Projects.

Mayor Guier moved the agenda item to the workshop on October 21, 2013.

B. Adoption of Resolution No. 2013-075, authorizing the execution of the Department of Ecology Coordinated Prevention Grant Agreement No. G1400197, in the amount of \$19,102 paid from a King County grant, for waste reduction and recycling of hard to recycle items.

Mayor Guier moved the agenda item to the workshop on October 21, 2013.

C. Authorizing the expenditure of up to \$250 to secure the City of Pacific's internet domain name and website.

COUNCIL MEMBER PUTNAM MOVED to authorize the expenditure of up to \$250 to secure the City of Pacific's internet domain name and/or website. Seconded by Council Member Walker.

Voice vote was taken and the motion carried 6-0.

CONSENT AGENDA

- A. Claim Voucher & Payroll Approval
- B. Approval of the minutes of September 3, 2013, workshop and September 9, 2013, regular meeting

COUNCIL MEMBER HULSEY MOVED to approve the Consent Agenda. Seconded by Council Member Putnam. Voice vote was taken and the motion carried 6-0.

EXECUTIVE SESSION for Contract Negotiations per RCW 42.30.140(4)(a). Mayor Guier announced a 15 minute executive session.

COUNCILMEMBER STEIGER MOVED to adjourn to executive session at 7:18 p.m. Seconded by Council Member Putnam. Voice vote was taken and the motion carried 6-0.

At 7:33, Mayor Guier announced an extension of 10 minutes.

At 7:33, Mayor Guier announced an extension of 5 minutes.

Mayor Guier reconvened the meeting at 7:48 p.m.

ADJOURN

Mayor Guier adjourned the meeting at 7:48 p.m.

Amy Stevenson-Ness, City Clerk