



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

October 20, 2014
Monday

Special 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. **EXECUTIVE SESSION FOR COLLECTIVE BARGAINING PER RCW 42.30.140 (4)(a)**
 5. **ACTION ITEM**
- (3) **A. AB 14-171: Resolution No. 2014-209:** Authorizing the execution of an agreement with Pierce County Planning and Land Services for permitting and inspection Services. (10 min.)
(Jack Dodge)
6. **DISCUSSION ITEMS**
- (11) **A. AB 14-165: Resolution No. 2014-204:** Authorizing the renewal of a Memorandum of Agreement with Catholic Community Services of Western Washington for the provision of a senior meal program from January 1, 2015 through December 31, 2016. (5 min.)
(Darcie Thach)
- (19) **B. AB 14-166: Resolution No. 2014-205:** Authorizing the execution of an agreement with Intolight for Stewart Road Street Lighting System in the amount of \$127,080.51. (5 min.)
(Jim Morgan)
- (29) **C. AB 14-167: Resolution No. 2014-206:** Approving the right of way purchase offer to a property owner on Valentine Avenue for construction of improvements to the Valentine Avenue corridor. (5 min.)
(Lance Newkirk)
- (35) **D. AB 14-168: Resolution No. 2014-207:** Approving the right of way purchase offer to a property owner on Valentine Avenue for construction of improvements to the Valentine Avenue corridor. (5 min.)
(Lance Newkirk)
- (41) **E. AB 14-169: Resolution No. 2014-208:** Authorizing the execution of a contract with AHBL for engineering design services associated with the Pierce County portion of the West Valley Highway Improvement Project. (10 min.)
(Lance Newkirk)

- (129) F. AB 14-170: Ordinance No. 2014-1879:** Repealing Chapter 16.16 of the Pacific Municipal Code and adopting a new Chapter 16.16 for new procedures for review of all actions under SEPA
(Jack Dodge)

(10 min.)
- (159) G. AB 14-172: Ordinance No. 2014-1880:** Establishing the position of Chief of Police and Adopting Pacific Municipal Code Sections 2.28.020 and 2.28.030 authorizing Employment of a Chief of Police and requiring the Chief of Police to post a bond and take an oath of office.
(Richard Gould)

(20 min.)
- (165) H. AB 14-173: Resolution No. 2014-210:** Setting the time and place for public hearings to take public testimony on the City's final budget for 2015.
(Richard Gould)

(5 min.)
- (169) I. AB 14-174: Approval of the Third Quarter Financial Report**
(Richard Gould)

(15 min.)

7. ADJOURN

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

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

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



Agenda Bill No. 14-171

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: October 20, 2014
SUBJECT: Agreement with Pierce County Planning and Land Services Department for building inspection and plan review

ATTACHMENTS:

- Resolution No. 2014-209
- Agreement between City of Pacific and Pierce County Planning and Land Services Department

Previous Council Review Date: N/A

Summary: While the building inspector/code enforcement officer is on long-term leave, the City is in need of building inspection and plan review services. Pierce County Planning and Land Services Department has agreed to provide these services in a temporary capacity until a temporary employee can be hired to perform these duties.

Recommended Action: Staff recommends approval of the agreement in order to continue receiving inspection/plan review services.

Motion for Consideration: "I move to approve Resolution No. 2014-209, authorizing the mayor to execute an agreement with Pierce County Planning and Land Services Department for building inspection and plan review."

Budget Impact: \$100 per hour

Alternatives: The Council may choose not to approve the agreement which will result in an interruption of services to the public.

**PACIFIC
WASHINGTON
RESOLUTION NO. 2014-209**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH PIERCE
COUNTY PLANNING AND LAND SERVICES DEPARTMENT RELATING
TO BUILDING INSPECTION AND PLAN REVIEW**

WHEREAS, the Building Inspector/Code Enforcement Officer for the City of Pacific is on long term medical leave; and

WHEREAS, the City of Pacific is in need of building inspection and plan review services; and

WHEREAS, Pierce County Planning and Land Services has agreed to provide a building inspector as needed when the inspector is unavailable; and

WHEREAS, the City of Pacific and Pierce County Planning and Land Services agree it is in the best interest of the citizens to allow a county inspector to provide plan review and inspection services while the City inspector is unavailable to avoid interruption of services;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City of Pacific, Washington, City Council authorizes the Mayor to sign an Agreement between the City of Pacific and Pierce County Planning and Land Services Department for building inspection and plan review services as described in Exhibit A to this Resolution.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 20th DAY OF OCTOBER, 2014.

APPROVED

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

SEP 23 2014

COMMUNITY DEVELOPMENT
CITY OF PACIFIC

AGREEMENT BETWEEN THE CITY OF PACIFIC AND PIERCE COUNTY PLANNING AND LAND SERVICES DEPARTMENT RELATING TO BUILDING INSPECTION AND PLAN REVIEW

1. PARTIES

This agreement (hereinafter "AGREEMENT") is made by and between the city of Pacific (hereinafter referred to as the "CITY") and Pierce County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington and shall be administered cooperatively by the parties. The AGREEMENT does not provide for the acquisition, holding or disposal of real or personal property. There shall be no financing of any joint or cooperative undertaking pursuant to this AGREEMENT. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this AGREEMENT.

2. EFFECTIVE DATE OF AGREEMENT

This AGREEMENT shall be effective between the CITY and the COUNTY on 9/15, 2014.

3. PURPOSE AND RECITALS

- 3.1 The CITY has requested and the COUNTY has agreed to provide a building inspector as needed during times when their inspector is unavailable.
- 3.2 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to allow a COUNTY inspector to provide plan and inspection services while the CITY inspector is unavailable to avoid interruption of services.
- 3.3 The CITY and COUNTY both acknowledge that in fulfilling responsibilities under this AGREEMENT that would otherwise under law be the responsibility of the other jurisdiction, each party acts as the agent of the other party.
- 3.4 The CITY agrees to compensate the COUNTY at the rate of \$100.00 (one hundred dollars) an hour for the inspector's time including travel time to and from the CITY.

4. APPLICABILITY AND SCOPE

The CITY and COUNTY agree that this AGREEMENT shall apply when requested by the CITY with a 14 day advance notice. Notice may be waived for emergencies.

5. INDEMNIFICATION AND DEFENSE

- 5.1 The CITY shall defend, indemnify and hold harmless the COUNTY, its officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the willful misconduct of the COUNTY, its officers, employees, or agents.
- 5.2 No liability shall be attached to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. The CITY does not intend by this AGREEMENT to assume any contractual obligations to anyone other than the COUNTY.
- 5.3 The COUNTY does not intend by this AGREEMENT to assume any contractual obligations to anyone other than the CITY. The CITY and COUNTY do not intend there to be any third-party beneficiary to this AGREEMENT.

6. ASSIGNMENT

Neither the CITY nor the COUNTY shall transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

7. WAIVER

Failure by any party to this AGREEMENT to enforce any provision of this AGREEMENT or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance.

8. SEVERABILITY

If any provision of this AGREEMENT or its application is held invalid, the remainder of the AGREEMENT or the application of the remainder of the AGREEMENT shall not be affected and shall remain in full force and effect.

9. ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements of the parties with respect to any matter governed by this AGREEMENT, and no prior agreements regarding any matter governed by this AGREEMENT shall be effective for any purpose.

10. GOVERNING LAW; VENUE; ATTORNEY FEES

This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Pierce County.

11. CONTACTS FOR AGREEMENT

The contact persons for this AGREEMENT are:

For CITY:

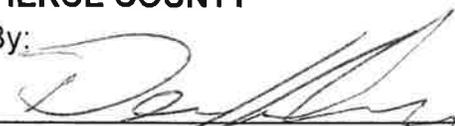
City of Pacific
100 3rd Avenue SE
Pacific, WA 98047
(253) 929-1110

For COUNTY:

Rick Hopkins, Building Official
Pierce County Planning & Land Services
2401 South 35th Street
Tacoma, WA 98409
(253) 798-7126

PIERCE COUNTY

Date: 9/19/14

By: 

Dennis Hanberg, Director
Pierce County Planning & Land Services Department

Approved as to form:

Date: 9.27.14



Jill Guernsey, Deputy Prosecuting Attorney
Pierce County

CITY OF PACIFIC

Date: _____

By: _____

Leanne Guier, Mayor
City of Pacific

Approved as to form:

Date: _____

City Attorney
City of Pacific



Agenda Bill No. 14-165

TO: Mayor Guier and City Council Members
FROM: Darcie Thach, Community Services
MEETING DATE: October 20, 2014
SUBJECT: **Memorandum of Agreement with Catholic Community Services of Western Washington**

ATTACHMENTS: Resolution 2014-204
Memorandum of Agreement between Catholic Community Services and the City of Pacific.

Previous Council Review Date: N/A

Summary: Catholic Community Services of Western Washington senior meal program serves nutritious meals to the eligible population-seniors 60 years of age or older-in a congregate setting, enabling participants to socialize and participate in other activities that may be provided. Lunches through this program are served Tuesday through Friday, in a congregate setting.

The contract is for a 2-year period from January 1, 2015 through December 31, 2016.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-204.

Motion for Consideration: Move to approve Resolution No. 2014-204, authorizing a Memorandum of Agreement between Catholic Community Services of Western Washington and the City of Pacific.

Budget Impact: None

Alternatives: No nutritious senior lunch meal program Tuesday through Friday.

**PACIFIC
WASHINGTON
RESOLUTION NO. 2014-204**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF
AGREEMENT, RENEWING THE SENIOR LUNCH PROGRAM WITH
CATHOLIC COMMUNITY SERVICES**

WHEREAS, the City Council of the City of Pacific wishes to renew the annual Memorandum of Agreement with Catholic Community Services; and

WHEREAS, Catholic Community Services provides seniors, 60 years of age or older, lunches at the Pacific Algona Senior Center, Tuesday through Friday; and

WHEREAS, the term of the Catholic Community Services Memorandum of Agreement shall be from January 1, 2015 to December 31, 2016.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City of Pacific, Washington, City Council authorizes the Mayor to sign the Memorandum of Agreement between the City and Catholic Community Services for the provision of a senior lunch program at the Pacific-Algona Senior Center, for the years 2015 and 2016, for the period January 1, 2015 to December 31, 2016.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF OCTOBER, 2014.

APPROVED

Leanne Guier, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Memorandum of
Agreement Between
CATHOLIC COMMUNITY SERVICES OF: WESTERN WASHINGTON
And
THE CITY OF
PACIFIC

1. Parties: The City of Pacific hereinafter referred to as the "City" agrees to cooperate with Catholic Community Services of Western Washington Senior Nutrition Program, hereinafter referred to as "Program", in the provision of a senior meal program.

2. Purpose: The purpose of the senior meal program is to serve nutritious meals to the eligible population – seniors 60 years of age or older – in a congregate setting, enabling participants to socialize and participate in other activities that may be provided. The program is funded by Title III C of the Older Americans Act in a project administered by the Department of Social and Health Services through Seattle Aging and Disability Services. Use of these funds is strictly limited by federal regulations and state of Washington Standards.

The State of Washington senior nutrition standards state "the provider shall ensure that preference is given to low-income and minority individuals and to those with the greatest economic and social need." Program and the City agree to this standard.

3. Days of Operation: The City agrees to provide facilities at the Pacific Algona Senior Center between the hours of 9:00 a.m. and 2:00p.m. Tuesday through Friday for Program to operate the senior meal site. The facilities to be used by Program include kitchen, kitchen equipment, dining room, tables and chairs, restrooms and storage area. Program will supply cookware, dishes, utensils paper products and cleaning supplies necessary for meal site operations. A key for building access, or mutually acceptable arrangements, is required for the delivery of food products before or after times of operation. Program will leave the areas clean, orderly, and sanitary after each use.

4. Annual Inspections Each Congregate Meal Site is required to have an annual fire and food service inspection. The City will coordinate with the local fire prevention district for inspections and the Program will coordinate the Health Department's food service inspection. Upon receipt of the inspection results, the City will ensure the Program has a copy of the fire inspection and the Program will ensure that the City has a copy of the health department inspection. A copy of each inspection will be posted in a public area at the Meal Site.

5. Equipment Repairs; Any malfunction to kitchen equipment will be reported in writing to the Senior Center office. Program agrees to be responsible for payment of necessary repairs to the stove, dishwasher, refrigerators, freezer and /or other kitchen equipment when damage or loss is due to use by Program.

6. Staff: Program shall employ a Meal Site Coordinator at the site who will be supervised by Program Senior Nutrition Program Manager. The Meal Site Coordinator will be responsible for food preparation, cooking, sign in, data collection, donation collection, and clean up.

7. **Volunteers:** The program's vitality is dependent on its volunteers. The City shall provide the Meal Site Coordinator with volunteer(s) to support the meal site program. The Meal Site Coordinator will direct the City's volunteer(s) daily work assignments during the time the volunteers are supporting the meal site program. Should issues arise with any volunteers; the Program Meal Site Coordinator will work collaboratively with designated City staff to resolve.
8. **Food Handler's Permit:** All staff and volunteers who handle food must have a current health permit. Program agrees to reimburse volunteers for their health card permit. The City agrees to support Program in its policy that no one may handle or serve food without a valid permit.
9. **Menu Development/Food Service:** Program will develop menus, with input from the site, which comply with the Older American's Act. Participants will be given the opportunity to be involved in the menu planning process, and participant food preferences (e.g., likes and dislikes, cultural preferences) will be solicited in the development of menus. Program will provide all food, beverages, and supplies necessary to serve participants at the site.
10. **Safety:** The City will provide the maintenance of the facility. Should Program staff discover damage to the facilities, it will be Program's responsibility to report such findings to the City. It is recognized that there is mutual responsibility to protect the security of the City's and Program's equipment and supplies.
11. **Nutrition Education:** In recognition that good nutrition prolongs independence by maintaining physical strength, mobility, endurance, hearing, vision, and cognitive abilities, Program will provide nutrition education to both the participants as well as City staff. Program will provide a variety of educational opportunities for participants, including monthly memos and semi-annual on-site educational programs. Program will involve the City in the planning and offering of this education. The City will cooperate with Program in these efforts.
12. **Nutrition Risk Screening:** As required by Federal and State standards, Program must administer the 10 questions from the Nutrition Screening Initiative Checklist. For participants whose screening indicates nutritional risk, a Registered Dietitian from Program will contact those participants and offer suggestions to help improve their nutritional health. A Registered Dietitian from Program will also be available to discuss nutrition with any participant who so desires.
13. **Donations:** Program must abide by the state of Washington senior nutrition standards which requires that "service providers must provide each person served a meal funded by Title III or SCSA with the opportunity to make a voluntary and confidential donation to the cost of the meal." Program will collect these donations in accordance with the standards and with sensitivity to the participant's financial status.
14. **Conflict:** With the understanding that problems do occur from time to time, Program and the City pledge to resolve problems in an expedient and collaborative way. If problems arise with Program personnel or with the meal site operation which have not been resolved by the Program Meal Site Coordinator, the City shall bring such problems to the immediate

attention of the Program Senior Nutrition Program Manager who will then work with the City to resolve such problems in an expedient manner. All parties involved will be notified on how the problems will be resolved as well as the on-going efforts to resolve the conflict.

15. Closures:

- a) Needs of the City: Should the City require use of the dining facility which necessitates a meal site closure, Program appreciates at least one (1) weeks' notice.

- b) Holidays: Meal service will not be available on days Program designates as holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Day and the day after Christmas. Specific calendar days vary for some holidays and will be published annually by Program and supplied to the City.

- c) Inclement Weather: If the local school district is closed due to inclement weather, Program will not provide meal service. If schools are delayed by one to two hours, Program will provide meal service. The City will assist Program in communicating this policy to participants.

16. Liability: Program agrees to indemnify and hold the City, its elected officials, officers, employees and agents, harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Program, its partners, shareholders, agents, and employees.

17. Insurance: Program shall maintain a comprehensive general liability insurance policy with limits of a minimum of one million dollars per occurrence (\$1,000,000.00) covering all volunteers, agents, and employees of Catholic Community Services while engaged in Catholic Community Services activities. This coverage includes personal injury, bodily injury or property claims of Catholic Community Services and its agents.

18. Term: The term of this agreement shall be from January 1, 2015 to December 31, 2016

19. Termination: This agreement may be terminated with or without cause by providing thirty (30) days written notice by either party.

CATHOLIC COMMUNITY SERVICES

CITY OF PACIFIC

Peter Nazzal,
Long Term Care Director

Leanne Guier
Mayor

Date

Date



Agenda Staff Report

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: October 27, 2014
SUBJECT: **Intolight (PSE) Lighting for Stewart Road**

ATTACHMENTS: Resolution
Agreement
Memo of explanation

Previous Council Review Date:

Summary: The City has completed the design of the Stewart Road project. A critical element of the project is street lighting. Intolight (an element of Puget Sound Energy (PSE)) is the proposed provider and installer of the street lighting equipment. Intolight has provided a quote to supply and install the street lighting.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-205.

Motion for Consideration: Move to approve Resolution No. 2014-205, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PACIFIC AND INTOLIGHT FOR STEWART ROAD STREET LIGHTING SYSTEM.

Budget Impact: \$127,080.51. This will be a project cost.

Alternatives: None.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 -205

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PACIFIC AND INTOLIGHT FOR STEWART ROAD STREET LIGHTING SYSTEM

WHEREAS, the City of Pacific is proposing the construction of improvement on Stewart Road; and

WHEREAS, these improvements include street lighting for public safety; and

WHEREAS, Puget Sound Energy, Inc. owns and operates Intolight for the purposes of designing and installing street lighting systems; and

WHEREAS, Intolight has provided a quote for costs to install the Stewart Road street lighting system..

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute a Custom Street Lighting Order with Intolight for \$127,080.51, 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 COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF OCTOBER, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CITY ATTORNEY



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

RECEIVED
CITY OF PACIFIC
OCT 16 2014
COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

**STREET LIGHTING
AUTHORIZATION LETTER**

July 30th, 2014

Jim Morgan
City Engineer
City of Pacific
100 – 3rd Ave SE
Pacific, WA 98047

17 Street Light – Stewart Road / Thornton Ave. Improvement

Dear Jim:

The cost for the installation of 17- 30' mounting height (MH) Green, Octagonal Concrete Poles, with 17-150 Watt LED, Green, King K803 Luminaires on 10' Aluminum "Z" arms and secondary circuitry is \$ **127,080.51**. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for **90 days**.

After reviewing the enclosed please sign and return this Letter and the Custom Street Lighting Order. **Return one copy of each in the self-address envelope provided, and retain the other copy for your file.** Upon receipt of the signed agreement there is a 10-week waiting period for us to procure the necessary materials. Payment of **\$127,080.51** will be requested upon completion.

The following are conditions that may be required before construction of this system:

1. In the area where we are placing our cables and equipment, it is assumed the area is at grade.
2. Locate and mark all privately owned underground facilities.
3. Right-of-way and/or Easements may also be required from you or adjacent property owners.
4. Customer is responsible for proper pole locations.
5. PSE will provide the poles, luminaires, hand holes and circuitry. The developer is to provide trenching, back filling and pole hole to the depth of 5' lined with an 18" corrugated plastic culvert pipe or equivalent (no cardboard Sonotubes, please) for the 12' pole. PSE street light tube and cables for lighting will be in the same trench as the other dry utilities.
6. The pricing does not include any applicable City taxes.

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 425.456.2526.

Sincerely,

Danielle Troupe
Account Manager, Lighting Services

The above contingencies are accepted and authorization is given:

By: _____ Date: _____



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

PROJECT NAME: Stewart Road / Thornton Ave. Improvement
LOCATION: City of Pacific

Order #: 105075632

CUSTOM STREET LIGHTING ORDER

This order dated July 30th, 2014 to PUGET SOUND ENERGY, Inc. (PSE) from Mr. Jim Morgan, City of Pacific (Customer) covers the installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE's Schedule 51, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be \$127,080.51. Value of the system used to determine the monthly facilities charge is \$104,266.91.

Description:

- (17) 150 Watt, Green, King K803 Luminaires on 10' Aluminum "Z" arms
- (17) 30' Mounting Height Green, Octagonal Concrete Poles plus circuitry.

Full payment of installation charge, paid by Customer, will be requested upon completion.

Monthly facilities charge is equal to 0.180% x value of the system:
 $0.00180 \times 104,266.91 = \187.61

The basis of the monthly energy charge under Rate Schedule 52 is as follows:

17 -150 watt LED units x \$5.84	=	<u>\$ 99.28</u>
Total monthly energy charge		<u>\$ 99.28</u>

The total monthly charge for this installation is:

Monthly facilities charge	\$ 187.61
Monthly energy charge	<u>\$ 99.28</u>
Total monthly charge:	\$ 286.89



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

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CUSTOM STREET LIGHTING ORDER (Continued)
PROJECT NAME: Stewart Road / Thornton Ave. Improvement

Initially, Monthly Billing will be sent to Mr. Jim Morgan, City of Pacific

Please write the name and address you want the monthly bill sent to:

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 51.

Customer: City of Pacific

By: _____

Date: _____

Please Print Name: _____

Title: _____

Company: Puget Sound Energy

By. 

Danielle Troupe

Date: July 30th, 2014

Title: Account Manager



Memorandum

DATE: October 15, 2014
TO: Mayor Leanne Guier
Richard Gould
FROM: Jim Morgan
RE: Intolight Contract for Stewart Road
FILE: M-141015- Stewart Road Intolight Contract
cc: Lance Newkirk
Amy Stevenson-Ness

The Stewart Road project began more than a decade ago. The most recent incarnation of the project began in 2010 when the City received a TIB (Transportation Improvement Board) Grant to begin Stewart Road from SR 167 to Thornton Avenue. The following year the City received funds from TIB to construct Stewart Road from Thornton to Valentine.

A critical element of the Stewart Road Project is street lighting for public safety. In 2010, the City reviewed the options of having the street lighting designed and constructed by Intolight (a PSE company) or have a different designer and installer. All of the street lighting in the City to that point had been designed and installed by Intolight and maintained in perpetuity by PSE. This O&M is included in the monthly power costs paid to PSE. The City Purchasing Policy 100-025 Section 1.4 does permit a sole source for vendors. We believe that the inclusion of the O&M with the design and construction is adequate justification to use this vendor.

The alternative to the Intolight arrangement is that the City would bid for different designs and alternative construction contractors. With this alternative, the City is then required to pay for the annual operation and maintenance of the street lighting facilities and/or have staff perform these functions.

In August 2014 we put forward an agenda item for a contract with Intolight to construct the street lighting on Stewart Road. The City attorney would not approve this contract because the formal bidding process had not been followed. It is important to note the following:

- Intolight is responsible for all of the current street lighting in the city.
- The decision to use Intolight was made in 2010.
- If we change at this late date we may still be responsible for the design efforts made to date on the project.
- Using a vendor other than Intolight will require the City to contract with another vendor for O&M, develop an ILA with an adjacent jurisdiction for O&M, or invest in specialized training for staff to perform these function.
- If O&M is to be performed in house, additional equipment and supplies will be required.

The Stewart Road project is under construction. We are requesting that the contract with Intolight be approved. If it is not approved, We will need to advertise for a new design firm, and contractor. We will also need to prepare a plan for future O&M of these street lights.



Agenda Bill No. 14-167

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: October 27, 2014

SUBJECT: Right of Way Acquisition

ATTACHMENTS: Resolution and Agreement

Previous Council Review Date: None

Summary: The City has been working to construct needed improvements to the Valentine Avenue corridor. A critical element of the project is the acquisition of right of way conducted by City of Sumner staff. The property owner has requested an increase in the offer. The Sumner staff have concluded that the increase is warranted. Current Pacific ROW acquisition standards do not permit current staff to approve this acquisition.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-206.

Motion for Consideration: Move to approve Resolution No. 2014-206, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE RIGHT OF WAY PURCHASE OFFER TO THE PROPERTY OWNER OF ___ VALENTINE AVENUE.

Budget Impact: The City will pay for right of way acquisition from the proceeds of the Local Improvement District (LID) and other project funds.

Alternatives: This agreement is one more element allowing the City to finalize the Valentine Avenue project.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 - 206

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE
RIGHT OF WAY PURCHASE OFFER TO THE PROPERTY OWNER OF ____
VALENTINE AVENUE.**

WHEREAS, the City of Pacific in conjunction with the City of Sumner are constructing improvements to the Valentine (136th) Avenue corridor adjacent to property owned by numerous property owners, and

WHEREAS, the project is acquiring a portion of the properties for the purposes of widening Valentine Avenue, and

WHEREAS, the City of Sumner by inter-local agreement is acting as an agent of the City of Pacific for the purposes of negotiating the right-of-way acquisition,

WHEREAS, the current City of Pacific right-of-way acquisition procedures for the acquisition right-of-way do not permit Pacific staff to sign off on an administrative settlement,

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

Section 1. The Pacific City Council hereby authorizes the City of Sumner to expend funds in the total amount of approximately \$14,650 for the purchase of real property from the property owner of ____ Valentine Avenue (Pierce County Parcel No. _____) for required right-of-way for the Valentine Avenue Project. A copy of said contract is attached and incorporated hereto and designated Exhibit "A" and incorporated by reference herein.

Section 2. The Mayor of the City of Pacific is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
RESOLUTION NO:



Administrative Settlement Memorandum

Date: October 16, 2014
 TO: City of Pacific & File
 FROM: C. Ted Hill
 CC: Jim Morgan
 RE: Parcel #60, Sumner Capital

Amount of Approved AOS:..... \$10,610.00
 Amount of Proposed Administrative Settlement: \$1,585.38
 Amount of Proposed Total Settlement:..... \$3,685.38

The initial \$10,610 offer made to the property owner was not accepted and the owner requested a full appraisal. The full appraisal increased the value of the property by \$2,290.00. The owner is still not satisfied with the revised value and is requesting the \$750 review fee and an additional \$1,000. This would be a \$4,040.00 increase over the original Administrative offer. The owner did sign a possession and use agreement and has received a check for the original appraised value of \$10,610.

The City attorney indicates the cost of condemnation at approximately \$60,000 to \$120,000, not including just compensation. Going to trial could result in delay of the project.

Due to the aforementioned factors, it is recommended that a new offer of \$14,650 (adjusted value) be presented to the owner. Only a check for the \$4,040 is to be processed at this point.

	City Appraisal	Proposed Settlement	Difference
2,827 s.f. of land in easement	\$10,610 (\$3.75/s.f.)	\$14,650 (\$5.18/s.f.)	\$4,040 (\$1.43/s.f.)
		Total \$14,650	

 Charles "Ted" Hill, P.E.
 Associated City Engineer (Sumner)

 Lance Newkirk
 Public Works Manager(Pacific)



Agenda Bill No. 14-168

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: October 27, 2014

SUBJECT: Right of Way Acquisition

ATTACHMENTS: Resolution and Agreement

Previous Council Review Date: None

Summary: The City has been working to construct needed improvements to the Valentine Avenue corridor. A critical element of the project is the acquisition of right of way conducted by City of Sumner staff. The property owner has requested an increase in the offer. The Sumner staff have concluded that the increase is warranted. Current Pacific ROW acquisition standards do not permit current staff to approve this acquisition.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-207.

Motion for Consideration: Move to approve Resolution No. 2014-207, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE RIGHT OF WAY PURCHASE OFFER TO THE PROPERTY OWNER OF ___ VALENTINE AVENUE.

Budget Impact: The City will pay for right of way acquisition from the proceeds of the Local Improvement District (LID) and other project funds..

Alternatives: This agreement is one more element allowing the City to finalize the Valentine Avenue project.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 -

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING THE
RIGHT OF WAY PURCHASE OFFER TO THE PROPERTY OWNER OF ____
VALENTINE AVENUE.**

WHEREAS, the City of Pacific in conjunction with the City of Sumner are constructing improvements to the Valentine (136th) Avenue corridor adjacent to property owned by numerous property owners, and

WHEREAS, the project is acquiring a portion of the properties for the purposes of widening Valentine Avenue, and

WHEREAS, the City of Sumner by inter-local agreement is acting as an agent of the City of Pacific for the purposes of negotiating the right-of-way acquisition,

WHEREAS, the current City of Pacific right-of-way acquisition procedures for the acquisition right-of-way do not permit Pacific staff to sign off on an administrative settlement,

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

Section 1. The Pacific City Council hereby authorizes the City of Sumner to expend funds in the total amount of approximately \$3685.38 for the purchase of real property from the property owner of ____ Valentine Avenue (Pierce County Parcel No. _____) for required right-of-way for the Valentine Avenue Project. A copy of said contract is attached and incorporated hereto and designated Exhibit "A" and incorporated by reference herein.

Section 2. The Mayor of the City of Pacific is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
RESOLUTION NO:



Administrative Settlement Memorandum

Date: July 28, 2014
 TO: City of Pacific & File
 FROM: C. Ted Hill
 CC: Ken Barnett
 RE: Parcel #8, Robert G. Oliver Et all

Amount of Approved AOS:..... \$2,100
 Amount of Proposed Administrative Settlement: \$1,585.38
 Amount of Proposed Total Settlement:..... \$3,685.38

The initial \$2,100 offer made to the property owner has been countered to match existing county assessor’s value. The owner claims they are being assessed for more than what the City is offering. A check of the County Assessor’s office records indicates that this is the case.

The subject property was appraised at \$4.09/s.f.. The county assessed value is \$7.17/s.f.. This looks like one that was just apprised too long ago and is an easy adjustment to meet current market value.

The City attorney indicates the cost of condemnation at approximately \$60,000 to \$120,000, not including just compensation. Going to trial could result in delay of the project.

Due to the aforementioned factors, it is recommended that a new offer of \$3,685.38 (assessor information) be presented to the owner.

	City Appraisal	Proposed Settlement	Difference
514 s.f. of land in fee	\$2,100 (\$4.09/s.f.)	\$3,685.38 (\$7.17/s.f.)	\$1,585.38 (\$3.08/s.f.)
		Total \$3,685.38	

 Charles “Ted” Hill, P.E.
 Associated City Engineer (Sumner)

 Lance Newkirk
 Public Works Manager(Pacific)



Agenda Bill No. 14-169

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: October 27, 2014
SUBJECT: West Valley Contract - Pierce

ATTACHMENTS:

- Resolution No. 2014-208
- AHBL Proposed Contract for the Pierce County portion of West Valley Highway Design Services

Previous Council Review Date:

Summary: The attached Resolution provides approval of expenditures with AHBL, Inc. for design engineering services for the Pierce County portion of the West Valley Highway Improvement projects. The Pacific City Council previously authorized by Resolution a professional services agreement between the City of Pacific and AHBL for design engineering services for the King County portion of the West Valley Highway 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. 2014-208.

Motion for Consideration: Move to approve Resolution No. 2014-208, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A CONTRACT WITH AHBL FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE PIERCE COUNTY PORTION OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECT.

Budget Impact: If accepted by City Council, the costs of the services is \$110,000.00 and would be paid from the PSRC grant and the remainder from the City's Street Construction funds.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-208

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A CONTRACT WITH AHBL FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE PIERCE COUNTY PORTION OF THE WEST VALLEY HIGHWAY IMPROVEMENT PROJECT.

WHEREAS, in 2012 the Puget Sound Regional Council selected the King County portion of the West Valley Highway Rehabilitation Project in Pacific to receive design funding; and

WHEREAS, in 2012 the Puget Sound Regional Council placed the Pierce County portion of the West Valley Highway Rehabilitation Project on the contingency list; and

WHEREAS the City Council, by Resolution No 2013-064 approved a contract with AHBL for preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

WHEREAS, the Puget Sound Regional Council has selected to now fund the Pierce County Portion of the West Valley Highway Rehabilitation Project to receive additional funding; and

WHEREAS AHBL began the preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

WHEREAS AHBL assisted the City of Pacific in completing the application for the Pierce County portion of the West Valley Highway Rehabilitation Project; and

WHEREAS staff believes that the stakeholders will be best served by utilizing a single design to assure continuity in the West Valley Highway Rehabilitation Project.

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 the contract authorized by between the City of Pacific and AHBL for preliminary design engineering services for the Pierce County portion of the West Valley Highway Rehabilitation Project.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone AHBL, Inc. 2215 North 30th Street Suite 300 Tacoma, WA 98403 PH (253) 383-2422	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		
Federal Aid Number _____	Project Title And Work Description West Valley Highway - Pierce County Segment.	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>219.69</u> % Fixed Fee \$ _____ <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-0915991	
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date May 31, 2015
	Total Amount Authorized \$	109,991.33
	Management Reserve Fund \$	_____
	Maximum Amount Payable \$	109,991.33

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this 22 day of September, 2014,
between the Local Agency of City of Pacific, Washington, hereinafter called the "AGENCY",
and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment”, hereafter referred to as “CLAIM”, under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit “M-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “M-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “M-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “M-4” Certificate of Current Cost or Pricing Data. Exhibit “M-3” is required only in AGREEMENTS over \$100,000 and Exhibit “M-4” is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant Sean Comfort, Principal AHB, Inc. Agency _____

Exhibit A-1

Scope of Work

West Valley Highway Improvements

AHBL, Inc.

EXHIBIT A-1
City of Pacific
West Valley Highway

AHBL
Scope of Work

July 01, 2014

INTRODUCTION

The following Scope of Work is prepared by AHBL, Inc. (CONSULTANT) for the City of Pacific (CITY), providing for Preliminary Engineering (PE), Plans, Specifications, and Estimates (PS&E) for the West Valley Highway project. The following Scope of Work details the work that will be provided by the CONSULTANT for the West Valley Highway project (PROJECT). This Scope of Work outlines the effort necessary to design the PROJECT, develop PS&E, and to support the CITY's Advertisement and Award of the PROJECT. This Scope of Work does not provide for construction administration services by the CONSULTANT.

The PROJECT is Capital Improvement Project No. CIP __-__. The PROJECT is funded by the City of Pacific, and FHWA sources. The PROJECT will be designed and administered in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines, City of Pacific Municipal Code and standards, and City of Pacific design standards. Improvements to be included within the PROJECT are anticipated to be the following design:

- Demolition and removal of existing paved areas that have settled, heaved, or exhibited significant longitudinal cracking.
- Demolition and removal and replacement of existing driveways (which do not meet current City standards) to properties fronting West Valley Highway.
- ADA ramps to ADA PROWAG Standards.
- New curb, gutter and sidewalk.
- To increase safety within the vehicular traveled way, adjust the center line profile and design speed of the highway to meet FHWA standards.
- Widening of the traveled way to three lanes in order to provide a northbound, southbound, center turn lane and pedestrian/bicycle access.
- Replacement of the existing pavement section with a new pavement section which will include a northbound, southbound and center turn lane.
- New storm water quantity, quality and storm water conveyance/detention facilities.
- Adjustment of utilities to grade as necessary.

Typical roadway sections, summary of quantities, quantity tabs, large scale drawings of the project showing work features, channelization plans, work zone traffic control plans, and performance based specifications will be utilized to create a PS&E package meeting the requirements of the Local Agency Guidelines and City of Pacific requirements.

This PROJECT is currently funded for the preliminary design phase only. Construction funding is anticipated to be available in early 2015. This Scope of Work provides for design SEPA/NEPA documentation and preliminary design package. ROW, environmental permitting, final PS&E and Construction phase services will be completed when additional funding is available.

SCOPE OF WORK

Task 1.0 Management/Coordination/Administration

This task covers the effort required to manage the contract and assure that the PROJECT meets the client's expectations for schedule, budget, and quality of product. The CONSULTANT shall:

- 1.1 Provide professional engineering project management to complete preliminary design.
- 1.2 Prepare and update a detailed project schedule.
- 1.3 Provide monthly progress reports in memorandum format to the CITY.
- 1.4 Provide monthly progress billing to the CITY.
- 1.5 Coordinate with CITY staff at monthly project meetings (estimated 8 meetings).
- 1.6 Provided QA/QC reviews of all submittals (10% and 30% submittals)

Products:

- Monthly progress memo and invoicing.
- Project schedule utilizing Microsoft Project.
- Meeting minutes for CONSULTANT/CITY meetings.
- QA/QC of all submittal packages.

Assumptions:

- The PROJECT will last approximately 8 months.
- The Consultant will coordinate with the WSDOT and the City of Pacific as necessary to facilitate the design and permitting of the portion of the PROJECT within the City of Pacific.
- The CITY will pay CONSULTANT and invoice Local Programs for reimbursement. CONSULTANT invoicing is not required to meet Local Program requirements.

Task 2.0 Geotechnical Investigation

This task covers the effort required by the Geotechnical Engineer to visit the site, perform field borings and other testing of existing soils and document areas of "pavement failure" within the PROJECT site, and provide review of construction documents. The Geotechnical Engineer will visit the site and prepare a project letter describing their opinion on the cause of the existing pavement failures based on their visual observations. This letter will also provide recommendations for appropriate surface repairs for each type(s) of failure(s) observed, HMA overlay mix recommendations, overlay thickness recommendation, and recommendations for construction methods during placement. The geotechnical engineer will also review the bid documents for conformance with their recommendations; provide verbal comment and any recommendations to the preliminary engineering documents, as necessary, to the CONSULTANT.

Products:

- Geotechnical Assessment from the Geotechnical Engineer outlining existing conditions and recommendations for new pavement sections and site preparation.

Assumptions:

- Existing traffic analysis or truck analysis will be performed by the Transportation Engineer TRANSPRO GROUP and will be provided to the Geotechnical Engineer for use in preparing pavement section recommendations.
- Subsurface investigation of subgrade within the existing traveled way and slopes adjacent to the road will also be performed to determine the condition of the current road surface and subgrade as well as the presence of groundwater adjacent to the road surface.
- Recommended pavement repairs are anticipated to include removal of road section within the majority of the project length and recommendations for a new pavement section to replace the existing pavement, base and sub-base materials.

Task 3.0 Environmental Permitting

This task covers the effort to coordinate with the CITY, WSDOT and other consultants, as necessary, for completion of the environmental permitting of the PROJECT. It is anticipated that the following environmental approvals will be required:

- NEPA Documented Categorical Exclusion (DCE)
- SEPA Determination

Products:

- Draft and Final Environmental Classification Summary (ECS)
- Draft and Final SEPA Checklist
- Wetland Delineation Report and Mitigation Plan
- Letter of Area of Potential Effects
- Cultural Resources Survey
- Environmental Justice Analysis
- Air Quality Analysis

Assumptions:

- The PROJECT meets requirements for a NEPA DCE.
- No Army Corps of Engineers, Washington Department of Ecology, Washington Department of Fish and Wildlife or Washington Department of Natural Resources Permits will be required for the PROJECT.
- SEPA Determination will be prepared and issued by the CITY's SEPA Official.
- SEPA Determination will not be withdrawn and/or reissued for the project.

Task 4.0 Preliminary Design

This task provides for the completion of the 30% design effort identifying type, size, and locations of the improvements, followed by the 60% design effort documenting design decisions, as outlined in the WSDOT Design Manual. The following issues will be addressed during the preliminary design:

- 4.1 Review existing documentation for the PROJECT.
- 4.2 Perform a site visit to document limits of existing pavement failure and proposed drainage improvements.
- 4.3 Prepare base map for use in plan preparation utilizing the survey data completed by the CONSULTANT. Survey base map will be prepared on King County horizontal and vertical datum (NAD 83/91 and NAVD 88, respectively) and will note all improvements, utilities and limits of existing pavement failure within the project limits. Rights of way for West Valley Highway and intersections of crossing streets shall be calculated and shown on survey base map.
- 4.4 Prepare preliminary design drawings outlining PROJECT limits, proposed drainage improvements, impacts to roadside ditches, and proposed discharge locations.
- 4.5 Prepare preliminary power pole relocation drawing, if necessary, to facilitate proposed drainage improvements. Attend coordination meeting with utility purveyor to coordinate relocation locations.
- 4.6 Prepare Storm Drainage Report outlining how the PROJECT meets requirements of the City of Pacific Municipal Code and WSDOT Highway Runoff Manual. The PROJECT will create more than 5,000 square feet of new impervious surface and water quantity and quality control will be required.
- 4.7 Define recommendations for PROJECT phasing based on preliminary design level engineer's estimates. Determine the amount of future funds needed to complete the ROW Acquisition, Final PS&E and Construction of the project.
- 4.8 Complete quality review of design documents to be submitted to the CITY.
- 4.9 Complete preliminary roadway design and channelization plans.

Products:

Products produced for the preliminary design Scope of Work will include the entire length of proposed improvements as described above. At the end of the preliminary design scope, limits of phasing will be established. Construction documents are further described in the PS&E Section below.

- 30% & 60% design submittal shall include the following items:
 - Baseline Design Schedule
 - Preliminary horizontal alignment based on existing road centerline
 - Preliminary Drainage Plan
 - Memorandum outlining preliminary drainage design and code requirements
 - Engineer's Estimate
 - Preliminary typical cross sections
 - Preliminary Drainage Layout
 - Preliminary Stormwater Design Report
 - Preliminary Geotechnical Recommendations
 - Preliminary Resurfacing Report
 - Preliminary utility relocation drawing, if required
 - Draft submittal document for CITY and Local Programs review and comment
 - Final submittal of document

Assumptions:

- Preliminary design will be completed as one package with no phasing.
- Coordination with neighboring property owners and any Public Involvement will be completed by the CITY. The CONSULTANT will provide support with maps and details needed for public discussion/display at City Council meetings.

- Required modifications to existing Transportation Improvement Plan (TIP) will be completed by the CITY.
- The CITY will coordinate any needed utility relocations as part of franchise agreement, including preparation of letters and construction schedule for relocation, if required. CONSULTANT will be asked to provide support and drawings showing conflicts and relocations.
- Value Engineering and Cost Risk Assessment are not required for the PROJECT. If these items are needed, they will be authorized under separate contract or completed by the CITY.
- 30% & 60% design will be accepted by CITY prior to the completion of this project.
- No National Pollutant Discharge Elimination System (NPDES) permit will be required for the 30% & 60% design phase of the PROJECT.
- No deviations from standards will be required.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil 3D.2014.....
.....
.....

B. Roadway Design Files

Civil 3D.2014.....
.....
.....

C. Computer Aided Drafting Files

Civil 3D.2014.....
.....
.....

D. Specify the Agency's Right to Review Product with the Consultant

n/a.....
.....
.....

E. Specify the Electronic Deliverables to Be Provided to the Agency

PDF.....
.....
.....

F. Specify What Agency Furnished Services and Information Is to Be Provided

.....
.....
.....

II. Any Other Electronic Files to Be Provided

.....
.....
.....

III. Methods to Electronically Exchange Data

Email.....
AHBL Infoexchange Server.....
.....

A. Agency Software Suite

.....
.....

B. Electronic Messaging System

.....
.....

C. File Transfers Format

pdf.....
.....
.....

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

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

Project: West Valley Highway Pierce County Segment Design

Consultant: ABHL, Inc.

Direct Salary Cost (DSC) Original

Classification	Man Hours	Direct Labor			Cost
				Rate	
Principal Civil	21.50	X	\$	64.52	\$ 1,387.18
PM Civil	60.50	X	\$	46.15	\$ 2,792.08
PE 5 Civil	30.75	X	\$	38.63	\$ 1,187.87
PE 4 Civil	119.75	X	\$	35.38	\$ 4,236.76
Proj Admin Civil	3.50	X	\$	28.23	\$ 98.81
Tech 2 Civil	70.00	X	\$	27.57	\$ 1,929.90
Word Proc	3.00	X	\$	23.08	\$ 69.24
Prin. Planning	57.75	X	\$	52.89	\$ 3,054.40
Planner 3	35.00	X	\$	26.39	\$ 923.65
Landscape Project Manager	13.50	X	\$	32.21	\$ 434.84
Principal Survey	6.75	X	\$	52.89	\$ 357.01
PM Survey	13.25	X	\$	42.71	\$ 565.91
Survey Tech	16.75	X	\$	27.24	\$ 456.27
Chief of Parties	3.50	X	\$	39.04	\$ 136.64
Party Chief	33.00	X	\$	28.85	\$ 952.05
Chainman	33.00	X	\$	20.00	\$ 660.00
Original Contract Sub TOTAL DSC					\$ 19,242.59

Overhead (OH Cost -- including Salary Additives)

(original) **OH Rate X DSC of** 219.69% X \$ 19,242.59 : \$ 42,274.03
Subtotal \$ 42,274.03

Fixed Fee (FF)

(original) **FF Rate x DSC of** 30.00% X \$ 19,242.59 : \$ 5,772.78
Subtotal \$ 5,772.78

Reimbursables

Printing/reproductions \$ 1,500.00
Mileage \$ 307.36
Locate Services for Survey \$ 2,208.00
SubTotal Reimbursables = \$ 4,015.36

Subconsultants

AMEC \$ 19,391.18
CRC \$ 3,371.73
Landau \$ 11,100.00
Transpo \$ 4,823.67

Subconsultant Total \$ 38,686.58

Grand Total

Contract Total \$ 109,991.33
\$ 109,991.33

Exhibit E-1

Fee- Lump/Fixed/Unit

(backup)

West Valley Highway Improvements

AHBL, Inc.

AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design

9/22/2014

AHBL Overhead rate
Negotiated Fixed Fee

219.69%
30.00%

TASK 1	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING						PLANNING				
				SC Principal Civil	TS PM Civil	MSK PE 5 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SS Landscape PM	SC Planner 3	
	Through Design	\$0.00	0.00											
1.1	Provide Professional Project Management	\$943.22	4.75	2.75	2									0
1.2	Prepare and Update Monthly Schedule	\$3,278.85	20.00	2.5	8	3	3				3.5			0
1.3	Provide monthly progress reports in memorandum format to the City	\$2,855.87	17.25	2.5	6	1	4				3.75			0
1.4	Provide monthly progress billing to the City	\$983.96	5.50	1.5	4									
1.5	Coordinate with City Staff/WSDOT	\$4,558.49	26.00	3	8		3				12			0
1.6	Provide QA/QC reviews of all submittals (30%, 60%, 90%, and PS&E submittals)	\$0.00	0.00											
Total	TASK 1 Management/Coordination/Administration	\$12,620.39	73.50	12.25	28.00	4.00	10.00	0.00	0.00	0.00	19.25	0.00	0.00	
	Billing Rate			\$225.62/hr	\$161.38/hr	\$135.09/hr	\$123.72/hr	\$98.72/hr	\$96.41/hr	\$80.71/hr	\$184.95/hr	\$112.64/hr	\$92.28/hr	
	Task Total - Civil	\$ 9,060.08		\$ 2,763.84	\$ 4,518.69	\$ 540.34	\$ 1,237.20	\$ -	\$ -	\$ -	\$ 3,560.31	\$ -	\$ -	
	Task Total - Planning	\$ 3,560.31												
	Task Total - Survey	\$ -												
	TASK 1 Management/Coordination/Administration	\$ 12,620.39												

TASK 2	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING						PLANNING				
				SC Principal Civil	TS PM Civil	MS PE 4 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SS Landscape PM	SC Planner 3	
2.1	APE Map, Letter & Coordination	\$646.75	5.00								2			3
2.2	Complete Draft ECS	\$3,142.24	22.00								12			10
2.3	Complete Final Draft ECS	\$785.75	5.00								3.5			1.5
2.4	Complete Final ECS	\$415.85	3.00								1.5			1.5
2.5	Prepare Mitigation Plans in AutoCAD	\$1,705.53	14.50								1	13.5		
2.6	Coordinate with Suconsultants, Review Reports	\$1,849.51	10.00								10			0
2.7	Prepare Environmental Justice Report	\$554.66	3.50								2.5			1
2.8	Prepare Air Quality Checklist	\$727.84	5.00							1	3			1
2.9	Prepare SEPA Checklist, Monitor Decision	\$2,123.67	20.00								3			17
Total	TASK 2 Environmental Permitting	\$11,951.81	88.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	38.50	13.50	35.00	
	Hourly Rate			\$225.62/hr	\$161.38/hr	\$135.09/hr	\$123.72/hr	\$98.72/hr	\$96.41/hr	\$80.71/hr	\$184.95/hr	\$112.64/hr	\$92.28/hr	
	Task Total - Civil	\$ 80.71		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.71	\$ 7,120.62	\$ 1,520.57	\$ 3,229.91	
	Task Total - Planning	\$ 11,871.10												
	Task Total - Survey	\$ -												
	TASK 2 Environmental Permitting	\$ 11,951.81												

TASK 3	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING						PLANNING				
				SC Principal Civil	TS PM Civil	MS PE 4 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SS Landscape PM	SC Planner 3	
3.1	Prepare plan sheets 1"=40' plan views per sheet, 16 sheets	\$10,445.05	88.50		10	3	42			33.5				
3.2	Prepare 30%/60% Detail Sheets	\$2,897.92	26.00		3.5		6			16.5				
3.3	Prepare 30%/60% summary memo	\$3,418.92	25.50	1.5	2.5	1.5	20							
3.4	Prepare 30%/60% Cost Estimate	\$2,432.32	17.25	1.5	2.5	4.5	8.75							
3.5	Prepare 30%/60% Outline Specifications	\$2,900.52	21.50	1.5	2.5	7	8.5							
3.6	Quality Review (30% & 60%)	\$2,444.57	14.75	4	4.5	3.75	2.5							
3.7	Submittal 30%/60% to City and WSDOT for review	\$1,157.79	9.00		3.5		2	3.5						
3.8	30% & 60% Plan revisions	\$6,082.25	51.25	0.75	3.5	7	20			20				
Total	TASK 3 Preliminary Design	\$31,779.33	253.75	9.25	32.50	26.75	109.75	3.50	70.00	2.00	0.00	0.00	0.00	
	Hourly Rate			\$225.62/hr	\$161.38/hr	\$135.09/hr	\$123.72/hr	\$98.72/hr	\$96.41/hr	\$80.71/hr	\$184.95/hr	\$112.64/hr	\$92.28/hr	
	Task Total - Civil	\$ 31,779.33		\$ 2,086.98	\$ 5,244.91	\$ 3,613.53	\$ 13,578.31	\$ 345.51	\$ 6,748.67	\$ 161.42	\$ -	\$ -	\$ -	
	Task Total - Planning	\$ -												
	Task Total - Survey	\$ -												
	TASK 3 Preliminary Design	\$ 31,779.33												

**AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design**

9/22/2014

TASK 4	Work Task Survey	Total Task Cost (\$)	Total Task Hours	LAND SURVEYING															
				DF	BD	TD	DR	RC	CD										
				Principal Survey	PM Survey	Survey Tech	Chief of Parties	Party Chief	Chainman										
4.1	Research Record Drawing and other record Data	\$ 448.06	3.00		3														
4.2	Boundary/ROW Mapping	\$ 1,854.53	12.00	1.75	10.25														
4.3	Topographic Survey-field	\$ 5,637.18	66.00						33	33									
4.4	Topographic Survey-office	\$ 1,930.46	18.75			15.25	3.5												
4.5	Quality Review	\$ 554.85	3.00	3															
4.6	Plan Revisions	\$ 512.79	3.50			2	1.5												
Total	TASK 4 Survey	\$10,937.87	106.25	6.75	13.25	16.75	3.50	33.00	33.00	0.00									
	Hourly Rate			\$184.95/hr	\$149.35/hr	\$95.26/hr	\$136.52/hr	\$100.89/hr	\$69.94/hr	\$0.00/hr									
	Task Total - Survey	\$ 10,937.87		\$ 1,248.42	\$ 1,978.92	\$ 1,595.53	\$ 477.82	\$ 3,329.22	\$ 2,307.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TASK 4 Survey	\$ 10,937.87																	

PROJECT SUMMARY

	CIVIL	PLANNING	SURVEY	TOTAL		
TASK 1 Management/Coordination/Administration	\$ 9,060.08	\$ 3,560.31	\$ -	\$ 12,620.39		
TASK 2 Environmental Permitting	\$ 80.71	\$ 11,871.10	\$ -	\$ 11,951.81		
TASK 3 Preliminary Design	\$ 31,779.33	\$ -	\$ -	\$ 31,779.33		
TASK 4 Survey	\$ -	\$ -	\$ 10,937.87	\$ 10,937.87	From E-1	Back check Diff
PROJECT TOTAL	\$ 40,920.12	\$ 15,431.41	\$ 10,937.87	\$ 67,289.40	\$ 67,289.40	\$ -
Reimbursable Expenses						
Locate Services for Survey				\$ 2,208.00		
Reproduction				\$ 1,500.00		
Mileage (34mi round trip AHBL to Pacific x 16 Round trips)				\$ 307.36	From E-1	Back check Diff
Total				\$ 4,015.36	\$ 4,015.36	\$ -
Subconsultant						
AMEC				\$ 19,391.18		
CRC				\$ 3,371.73		
Landau Associates				\$ 11,100.00		
Transpo				\$ 4,823.67	From E-1	Back check Diff
Total Subconsultant				\$ 38,686.58	\$ 38,686.58	\$ -
					From E-1	Back check Diff
Grand Total				\$ 109,991.33	\$ 109,991.33	\$ -

AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design

6/30/2014

AHBL Overhead rate
Negotiated Fixed Fee

220.00%
30.00%

TASK 1	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING						PLANNING				
				SC Principal Civil	TS PM Civil	MSK PE 5 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SS Landscape PM	SC Planner 3	
	Through Design	\$0.00	0.00											
1.1	Provide Professional Project Management	\$944.06	4.75	2.75	2									0
1.2	Prepare and Update Monthly Schedule	\$3,281.76	20.00	2.5	8	3	3				3.5			0
1.3	Provide monthly progress reports in memorandum format to the City	\$2,858.41	17.25	2.5	6	1	4				3.75			0
1.4	Provide monthly progress billing to the City	\$984.83	5.50	1.5	4									
1.5	Coordinate with City Staff/WSDOT	\$4,562.53	26.00	3	8		3				12			0
1.6	Provide QA/QC reviews of all submittals (30%, 60%, 90%, and PS&E submittals)	\$0.00	0.00											
Total	TASK 1 Management/Coordination/Administration	\$12,631.58	73.50	12.25	28.00	4.00	10.00	0.00	0.00	0.00	19.25	0.00	0.00	
	Hourly Rate			\$225.82/hr	\$161.53/hr	\$135.21/hr	\$123.83/hr	\$98.81/hr	\$96.50/hr	\$80.78/hr	\$185.12/hr	\$112.74/hr	\$92.37/hr	
	Task Total - Civil	\$ 9,068.12		\$ 2,766.30	\$ 4,522.70	\$ 540.82	\$ 1,238.30	\$ -	\$ -	\$ -	\$ 3,563.46	\$ -	\$ -	
	Task Total - Planning	\$ 3,563.46												
	Task Total - Survey	\$ -												
	TASK 1 Management/Coordination/Administration	\$ 12,631.58												

TASK 2	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING						PLANNING				
				SC Principal Civil	TS PM Civil	MS PE 4 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SS Landscape PM	SC Planner 3	
2.1	APE Map, Letter & Coordination	\$647.33	5.00								2			3
2.2	Complete Draft ECS	\$3,145.03	22.00								12			10
2.3	Complete Final Draft ECS	\$786.45	5.00								3.5			1.5
2.4	Complete Final ECS	\$416.22	3.00								1.5			1.5
2.5	Prepare Mitigation Plans in AutoCAD	\$1,707.04	14.50								1	13.5		
2.6	Coordinate with Suconsultants, Review Reports	\$1,851.15	10.00								10			0
2.7	Prepare Environmental Justice Report	\$555.15	3.50								2.5			1
2.8	Prepare Air Quality Checklist	\$728.49	5.00							1	3			1
2.9	Prepare SEPA Checklist, Monitor Decision	\$2,125.55	20.00								3			17
Total	TASK 2 Environmental Permitting	\$11,962.41	88.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	38.50	13.50	35.00	
	Hourly Rate			\$225.82/hr	\$161.53/hr	\$135.21/hr	\$123.83/hr	\$98.81/hr	\$96.50/hr	\$80.78/hr	\$185.12/hr	\$112.74/hr	\$92.37/hr	
	Task Total - Civil	\$ 80.78		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.78	\$ 7,126.93	\$ 1,521.92	\$ 3,232.78	
	Task Total - Planning	\$ 11,881.63												
	Task Total - Survey	\$ -												
	TASK 2 Environmental Permitting	\$ 11,962.41												

TASK 3	Work Task	Total Task Cost (\$)	Total Task Hours	CIVIL ENGINEERING						PLANNING				
				SC Principal Civil	TS PM Civil	MS PE 4 Civil	AB PE 4 Civil	Sheri Proj Admin Civil	Frank Tech 2 Civil	LK Word Proc	LK Prin. Planning	SS Landscape PM	SC Planner 3	
3.1	Prepare plan sheets 1"=40' plan views per sheet, 16 sheets	\$10,454.31	88.50		10	3	42			33.5				
3.2	Prepare 30%/60% Detail Sheets	\$2,900.49	26.00		3.5		6			16.5				
3.3	Prepare 30%/60% summary memo	\$3,421.95	25.50	1.5	2.5	1.5	20							
3.4	Prepare 30%/60% Cost Estimate	\$2,372.56	16.75	1.5	2.5	4.5	8.25							
3.5	Prepare 30%/60% Outline Specifications	\$2,872.14	21.25	1.5	2.5	7	8.25							
3.6	Quality Review (30% & 60%)	\$2,446.74	14.75	4	4.5	3.75	2.5							
3.7	Submittal 30%/60% to City and WSDOT for review	\$1,158.82	9.00		3.5		2	3.5						
3.8	30% & 60% Plan revisions	\$6,087.64	51.25	0.75	3.5	7	20		20					
Total	TASK 3 Preliminary Design	\$31,714.63	253.00	9.25	32.50	26.75	109.00	3.50	70.00	2.00	0.00	0.00	0.00	
	Hourly Rate			\$225.82/hr	\$161.53/hr	\$135.21/hr	\$123.83/hr	\$98.81/hr	\$96.50/hr	\$80.78/hr	\$185.12/hr	\$112.74/hr	\$92.37/hr	
	Task Total - Civil	\$ 31,714.63		\$ 2,088.84	\$ 5,249.56	\$ 3,616.73	\$ 13,497.47	\$ 345.82	\$ 6,754.65	\$ 161.56	\$ -	\$ -	\$ -	
	Task Total - Planning	\$ -												
	Task Total - Survey	\$ -												
	TASK 3 Preliminary Design	\$ 31,714.63												

**AHBL Staff Hours per Task
West Valley Highway Pierce County Segment Design**

6/30/2014

TASK 4	Work Task Survey	Total Task Cost (\$)	Total Task Hours	LAND SURVEYING														
				DF	BD	TD	DR	RC	CD									
				Principal Survey	PM Survey	Survey Tech	Chief of Parties	Party Chief	Chainman									
4.1	Research Record Drawing and other record Data	\$ 448.46	3.00		3													
4.2	Boundary/ROW Mapping	\$ 1,856.17	12.00	1.75	10.25													
4.3	Topographic Survey-field	\$ 5,642.18	66.00						33	33								
4.4	Topographic Survey-office	\$ 1,932.18	18.75			15.25	3.5											
4.5	Quality Review	\$ 555.35	3.00	3														
4.6	Plan Revisions	\$ 513.24	3.50			2	1.5											
Total	TASK 4 Survey	\$10,947.56	106.25	6.75	13.25	16.75	3.50	33.00	33.00	0.00								
	Hourly Rate			\$185.12/hr	\$149.49/hr	\$95.34/hr	\$136.64/hr	\$100.98/hr	\$70.00/hr	\$0.00/hr								
	Task Total - Survey	\$ 10,947.56		\$ 1,249.53	\$ 1,980.68	\$ 1,596.95	\$ 478.24	\$ 3,332.18	\$ 2,310.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TASK 4 Survey \$ 10,947.56

PROJECT SUMMARY

	CIVIL	PLANNING	SURVEY	TOTAL		
TASK 1 Management/Coordination/Administration	\$ 9,068.12	\$ 3,563.46	\$ -	\$ 12,631.58		
TASK 2 Environmental Permitting	\$ 80.78	\$ 11,881.63	\$ -	\$ 11,962.41		
TASK 3 Preliminary Design	\$ 31,714.63	\$ -	\$ -	\$ 31,714.63		
TASK 4 Survey	\$ -	\$ -	\$ 10,947.56	\$ 10,947.56	From E-1	Back check Diff
PROJECT TOTAL	\$ 40,863.52	\$ 15,445.09	\$ 10,947.56	\$ 67,256.18	\$ 67,256.18	\$ -
Reimbursable Expenses						
Locate Services for Survey				\$ 2,208.00		
Reproduction				\$ 1,500.00		
Mileage (34mi round trip AHBL to Pacific x 16 Round trips)				\$ 307.36	From E-1	Back check Diff
Total				\$ 4,015.36	\$ 4,015.36	\$ -
Subconsultant						
AMEC				\$ 19,391.18		
CRC				\$ 3,371.73		
Theresa Dusek				\$ 11,122.00		
Transpo				\$ 4,823.67	From E-1	Back check Diff
Total Subconsultant				\$ 38,708.58	\$ 38,708.58	\$ -
					From E-1	Back check Diff
Grand Total				\$ 109,980.11	\$ 109,980.11	\$ -

Exhibit F
Overhead Cost
(backup)
West Valley Highway Improvements

AHBL, Inc.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 8, 2014

AHBL, Inc.
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350

Subject: AHBL, Inc. – Provisional Indirect Cost Rate

Dear: Ms. Joyce Bell:

We have provisionally accepted your Indirect Cost Rate (ICR) of 219.69% for your firm. This ICR shall be good until 180 days following your FYE14 closing date. This rate will be applicable for Local Agency contracts only.

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

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

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ

AHBL, Inc.
Overhead Schedule
December 31, 2013

Account	P & L Amount	Unallowable Adjustment		Adjusted Amount	%
Direct Labor Base	3,018,882	10,868	L	<u>3,008,014</u>	
Salary O.M.					
Health Care	755,016	9,448	H	745,568	24.79%
Disability Insurance	14,252			14,252	0.47%
Life Insurance	2,600			2,600	0.09%
Officer Life Insurance	10,750	10,750	K	0	0.00%
Bonuses	598,768	450,718	P	148,050	4.92%
Holiday	198,144			198,144	6.59%
Sick	100,305			100,305	3.33%
Vacation	444,512			444,512	14.78%
Pension & 401K	67,909			67,909	2.26%
Payroll Taxes	669,173			669,173	22.25%
Deferred Comp.	1,041,499	238,233	I	803,266	26.70%
Total Salary O.M.	<u>3,902,928</u>	<u>709,149</u>		<u>3,193,779</u>	<u>106.18%</u>
General & Administrative					
Indirect Salaries	2,022,287	361,371	A,L,S	1,660,915	55.22%
Advertising/Marketing	31,924	31,924	A	0	0.00%
Bank Charges	2,632			2,632	0.09%
Computer & Software	191,225			191,225	6.36%
Contributions	9,744	9,744	C	0	0.00%
Equipment Rental	26,583			26,583	0.88%
Depreciation/Amortization	212,422	143,775	N,O	68,647	2.28%
Dues & Subscriptions	26,612	3,525	R	23,087	0.77%
Education	17,309			17,309	0.58%
Entertainment	9,955	9,955	E	(0)	0.00%
Employee Relations	58,936	52,753	D,F,G	6,183	0.21%
Insurance-General	106,826			106,826	3.55%
Office Supplies	76,690			76,690	2.55%
Parking/Auto Expenses	42,655	13,802	Q	28,853	0.96%
Postage	7,087			7,087	0.24%
Printing	60,747	2,161	A	58,586	1.95%
Professional Services	75,314	36,680	J	38,634	1.28%
Interest Expense	1,667	1,667	B	(0)	0.00%
Professional Registration	12,335			12,335	0.41%
Recruitment	23,214			23,214	0.77%
Temporary Help	12,445			12,445	0.41%
Rent/Utilities	703,911	12,260	M	691,651	22.99%
Tenant Improvements	1,022			1,022	0.03%
Repairs & Maintenance	16,320			16,320	0.54%
Taxes	234,673			234,673	7.80%
Telephone	95,810			95,810	3.19%
Travel	16,385	2,607	T	13,778	0.46%
Total General & Administrative	<u>4,096,731</u>	<u>682,225</u>		<u>3,414,506</u>	<u>113.51%</u>
Total Overhead Expenses	<u>7,999,658</u>	<u>1,391,374</u>		<u>6,608,285</u>	<u>219.69%</u>
Overhead Rate	<u>264.99%</u>			<u>219.69%</u>	

AHBL, Inc.
Overhead Schedule
December 31, 2013

References

- A** Advertising unallowable per 48 CFR 31.205-1(f).
- B** Interest unallowable per 48 CFR 31.205-20.
- C** Contributions unallowable per 48 CFR 31.205-8.
- D** Gifts unallowable per 48 CFR 31.205-13.
- E** Entertainment unallowable per 48 CFR 31.205-14.
- F** Alcoholic beverages unallowable per 58 CFR 31.205-51.
- G** Local meals unallowable per 48 CFR 31.205-14, WSDOT Audit Guide for Consultants CH. 6-Overhead Costs & WSDOT accounting Manual M13-82, Ch. 10, section 3.6-Meals
- H** Fringe Benefits estimate associated with the disallowed portion of Marketing Labor unallowable per 48 CFR 31.205-1(f) & AASHTO Audit Guide Ch. 8.13 & 8.24
- I** Deferred Comp unallowable per 48 CFR 31.205-6 (k).
- J** Unallowable legal fees per 48 CFR 31.205-3 & 31.205-27.
- K** Key persons life insurance unallowable per 48 CFR 31.205-19
- L** Unallowable estimated overtime premium per WSDOT policy
- M** Common Control Rent Adjustment per 48 CFR 31.205-36 (b) (3)
- N** Section 179 Unallowable
- O** Re-organizational costs unallowable per 31.205-27(a)
- P** Anniversary bonus in the amount of \$17,500 and principal bonus in the amount of \$433,218 unallowable per 48 CFR 31.205-6(f) and 2012 AASHTO Audit Guide Ch. 7.11
- Q** Principal parking in the amount of \$11,580 and principal auto leases in the amount of \$34,673.61 unallowable per 48 CFR 31.201-2(d), 48 CFR 31.201-3 and 48 CFR 31.205-6(m)
- R** Costs of memberships in civic and community organization unallowable per 48 CFR 31.205-1(f)(7).
- S** Excess executive compensation for **\$215,626** is unallowable per 48 CFR 31.205-6(p)

Exhibit G

Subcontracted work

West Valley Highway Improvements

AMEC Environmental & Infrastructure, Inc.

June 18, 2014
Project No. 4-917-17647-A

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

Attention: Mr. Sean Comfort, P.E.

Subject: Proposal for Preliminary Geotechnical Study
West Valley Highway, County Line Road to 8th Street E
Pacific, Washington

Dear Sean:

At your request, AMEC Environment & Infrastructure, Inc. (AMEC), is pleased to submit this proposal to conduct a preliminary geotechnical evaluation for the above-referenced project. The contents of this proposal are based on written and verbal information supplied by you, on our recent site visit, and on our knowledge of subsurface conditions in the site vicinity.

SITE AND PROJECT DESCRIPTION

A portion of West Valley Highway, approximately 0.5 mile in length, from County Line Road to 8th Street SE, located within the City of Pacific and Pierce County, is to be evaluated for improvements. The roadway is relatively flat but bordered by steep slopes to the west. Businesses on the east side of the roadway are supported on fill pads along the lower valley to the east.

The proposed improvements would include minor realignment and potential widening to three lanes with a sidewalk on one side. Proposed improvements would also include repairs to pavement and drainage and mitigation of potential slope instability and settlement hazards along the alignment.

Based on our recent site visit, previous explorations in the site vicinity, and discussions with the design team, we expect that the roadway is underlain by alluvial soils in a generally soft or loose condition. In some areas, the roadway may be underlain by landslide debris, colluvium, or fill due to past hillside instability. Groundwater probably lies at depths on the order of 5 to 10 feet below existing grades, although perched water might exist at shallower depths.

SCOPE OF WORK

This scope of work is for geotechnical engineering to the City of Pacific, under subcontract with AHBL, Inc. This scope of work is for a preliminary geotechnical assessment of 0.5 mile of West Valley Highway from County Line Road to 8th Street E in Pierce County. AMEC will perform a site reconnaissance and explore the subsurface conditions, interpret the site surficial geology based on exploration and testing, analyze the impact of the proposed improvements such as settlement and slope stability, and offer design recommendations for the improvements. Proposed improvements that will require geotechnical engineering include widening the roads by constructing fill embankments and/or retaining walls, drainage improvements, and new pavement designs.

AMEC's scope of work will be as follows:

1. Contract Administration. This includes setting up a contract with AHBL and with AMEC subcontracted services for field exploration and laboratory testing.
2. Review and Site Reconnaissance. Review readily available soil borings in the site vicinity and any available plans from previous road construction on or adjacent to the site. Walk the site to document the surface conditions and to plan exploration methods and locations.
3. Field Preparation. Make application to City of Pacific for a street use permit, identifying proposed boring locations. Prepare a traffic control plan, as required. Schedule drilling, traffic control and lab testing subcontractors. Notify the Underground Utility Location Center.
4. Field Exploration.
 - a. Drill two hollow-stem auger borings through the existing pavement, up to 10 feet deep. These will be for evaluating existing pavement conditions and to measure the pavement, base course, and fill thickness. These borings will also be used for establishing subgrade conditions for assessing new pavement design.
 - b. Drill two hollow-stem auger borings up to 30 feet deep along the shoulder of West Valley Highway to investigate subsurface conditions for new improvements including drainage, slope cuts, and retaining walls to support fill for widening of West Valley Highway. No wells will be installed; groundwater levels will be noted at time of drilling.
5. Laboratory testing and QA/QC. Selected soil samples collected from the explorations will be tested by a subcontracted local laboratory for engineering and index properties. Testing of index properties will likely include moisture content, grain size distribution, and Atterberg limits.
6. Geologic Interpretation. After reviewing geologic maps of the site vicinity, exploration logs, laboratory testing results, an assessment will be made of geologic conditions along the roadway alignment.

7. Engineering Analysis. Preliminary analyses will be conducted in order to estimate settlements due to new fill embankments. Recommendations for types and locations of retaining walls will be provided. Estimates of vertical bearing capacities and lateral earth pressures will be provided for retaining walls. Pavement sections for new roadway and pavement overlay/restoration will be provided, based on AASHTO pavement design methods.
8. Report Preparation. After completing the tasks described above, a Draft Geotechnical Engineering Report will be provided that summarizes the site subsurface conditions and provides conclusions and engineering design recommendations, as described above. After the project team has reviewed the draft report and provided comments, a final stamped and signed report will be provided.
9. Meeting. Attend one meeting with project team.
10. Additional Services. If requested, AMEC could provide additional services such as providing subsurface investigations, supplemental analysis, and reporting for final design of retaining walls. AMEC could also provide geotechnical services during subsequent bid and construction support. A scope and budget for any requested additional tasks will be determined at a later time.

Assumptions

- The City will provide available information such as construction as-builts and geotechnical reports from nearby projects prior to AMEC's field exploration tasks.
- AMEC will provide traffic control plans for Right of Way street use permits. The permit will be provided by the City.
- Access to drill within the City right-of-way will be coordinated by the City.
- Access to any private property will be coordinated by the City.
- Utility locates for City-owned facilities will be provided by the City. AMEC will use the WA One-Call service for utility locates. Private utility locate subcontractors will not be needed to locate utilities.
- Field exploration can be conducted during normal business hours (Monday through Friday, 8 am to 5 pm).
- Base survey maps showing topography and existing structures will be provided for AMEC's use prior to the field exploration.
- Plans showing the proposed improvements will be provided to AMEC for the engineering analyses and report preparation tasks.

- Current and projected traffic volumes will be provided for preliminary pavement design.
- This geotechnical study is in support of preliminary design and cost estimates for the roadway improvements. Additional subsurface explorations, analysis and reporting will be required in support of final plans, specifications and cost estimates.

Deliverables

- Traffic Control Plan
- Draft Geotechnical Engineering Report
- Final Geotechnical Engineering Report, incorporating any review comments

COST AND SCHEDULE

AMEC services will be performed on a time-and-expenses basis as a subconsultant to AHBL, Inc., under a WSDOT Local Agency Guidelines (LAG) agreement. Exhibit G1 presenting our estimated breakdown of labor and costs and Exhibit G2 presenting our current WSDOT-audited overhead rates are attached.

CLOSURE

We appreciate the opportunity to submit this proposal, and we look forward to serving your geotechnical needs. We understand this proposal will be an attachment to your standard subconsultant agreement. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

AMEC Environment & Infrastructure, Inc.



James S. Dransfield, P.E.
Principal



Reviewed by:
Todd D. Wentworth, P.E., L.G.

Enclosures: Exhibit G1
Exhibit G2

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

**AMEC Environmental &
Infrastructure, Inc.**



EXHIBIT G1 - SUMMARY OF COSTS
 West Valley Highway - Pierce County Segment
 Geotechnical Report
 Pacific, Washington

AMEC Environment & Infrastructure, Inc.

DIRECT SALARY COST (DSC):

Task	Classification (AMEC Class Code)	Hours	x	Hourly Rate	=	Cost	Task Total
	Principal (618 to 624)	17		\$69.95		\$1,189.15	
	Associate (617)	1		\$49.92		\$49.92	
	Senior Project Engineer (616)	34		\$41.62		\$1,415.08	
	Senior Project Geologist (615)	43		\$41.89		\$1,801.27	
	Project Engineer/ Geologist (614)	0		\$38.03		\$0.00	
	Senior Staff Engineer/ Geologist (613)	0		\$32.10		\$0.00	
	Staff Engineer/ Geologist (611 to 612)	0		\$31.37		\$0.00	
	CAD Drafting (516)	6		\$30.29		\$181.74	
	Word Processing (806)	3		\$19.38		\$58.14	
	Clerical (805 to 807)	4		\$23.39		\$93.56	
	TOTAL DSC	108					\$4,788.86

OVERHEAD COST (OH COST - including salary additives):

OH Rate of 1.6711 x DSC 1.6711 x \$4,788.86 = \$8,002.66

FIXED FEE (FF):

FF Rate of 0.30 x (DSC) 0.3 x \$4,788.86 = \$1,436.66

REIMBURSABLES:

Field Expenses (mileage, equipment, etc.) \$81.00
 Subcontract Expenses (driller, traffic, lab) (0% mark-up) \$5,082.00
TOTAL REIMBURSABLES = **\$5,163.00**

TOTAL **\$19,391.18**

Exhibit G-3

Subconsultant Overhead Cost

West Valley Highway

Improvements

**AMEC Environmental &
Infrastructure, Inc.**



June 17, 2014

TO: Erik Jonson, WSDOT Contracts Administrator
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager

SUBJECT: AMEC Environment & Infrastructure, Inc.'s Indirect Cost Rate
for fiscal year end December 31, 2013.

The Georgia Department of Transportation (GDOT) has concluded their cognizant review of AMEC Environment & Infrastructure, Inc. for the above referenced fiscal year. GDOT is the Cognizant State for AMEC Environment & Infrastructure, Inc. As such GDOT has performed its cognizant review and accepted the audit performed by Sellers, Richardson, Holman & West, LLP. GDOT provided us a copy of the acceptance letter along with the CPA audit report.

Based on GDOT's acceptance of AMEC Environment & Infrastructure, Inc.'s Indirect Cost Rate, we are issuing this letter establishing AMEC Environment & Infrastructure, Inc.'s rates for the fiscal year ending December 31, 2013 at:

Home Office/Corporate: 167.11%
Field/Project Office: 144.99%

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov

MR:bs

Attachment

cc: Steve McKerney
File

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 12, 2014

Thomas J. Logan, P.E., President
AMEC Environment & Infrastructure, Inc.
1105 Lakewood Parkway, Suite 300
Atlanta, Georgia 30009

Dear Mr. Thomas J. Logan:

We have performed a cognizant review of the audit, and supporting workpapers, of the Indirect Cost Rates of AMEC Environment & Infrastructure, Inc. for the year ended **December 31, 2013** in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm of Sellers Richardson Holman & West, LLP. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineer's Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits and General Overhead, and the related Auditor's Report, did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Home office/Corporate: **167.11%**
Field/Project Office: **144.99%**

For all years that work is performed under cost-plus fee contracts with the Georgia Department of Transportation, you are required to submit an indirect cost (overhead) audit report prepared in accordance with the Federal Acquisition Regulations, Subpart 31.2, prepared by an independent Certified Public Accounting (CPA) firm or cognizant agency.

If you have questions or concerns, please don't hesitate to contact William Jones, Jr., Audit Program Manager, at (404) 347-0314 or wjones@dot.ga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Nix".

Josh Nix, CPA
Transportation Accounts Administrator
Office of Audits

FHWA Order 4470.1A
Appendix A. Example Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: AMEC Environment & Infrastructure, Inc.

Indirect Cost Rate Proposal: 167.11% Home Office – 144.99% Field

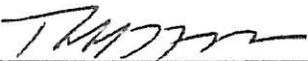
Date of Proposal Preparation (mm/dd/yyyy): 05/16/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2013 to 12/31/2013
(Fiscal Year 2013)

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

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

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

Signature: 

Name of Certifying Official (Print): Robert J. Feighery

Title: Vice President, Contracts & Compliance

Date of Certification (mm/dd/yyyy): 05/19/2014

COMPANY CONFIDENTIAL

Exhibit G

Subcontracted work

West Valley Highway Improvements

LANDAU ASSOCIATES

August 11, 2014

AHBL
2215 North 30th Street, Suite 300
Tacoma, Washington 98406

Attn: Lisa Klein

**RE: NATURAL RESOURCES SUPPORT SERVICES
WEST VALLEY IMPROVEMENTS PROJECT
COUNTY LINE ROAD TO 8TH STREET EAST
PACIFIC, WASHINGTON**

Dear Lisa:

Landau Associates is pleased to present this proposed scope of services and cost estimate for natural resources support services for the West Valley Improvement Project, County Line Road to South 8th Street in the City of Pacific (City), Washington. The proposed scope of services presented in this letter is based on discussions with and information provided by AHBL. Presented below is a summary of our project understanding and our proposed scope of services.

PROJECT BACKGROUND

The City plans to repair and upgrade portions of the West Valley Highway from County line Road to the City limits at 8th Street East. Due to drainage from the hillside to the west, elevated groundwater, and significant average daily traffic, the roadway pavement has failed in many locations. The project will reconstruct the roadway to its sub-base, and add a center turn lane, non-motorized facilities and stormwater facilities. Roadway widening may be required for project sidewalks and retaining walls may be required along portions of the roadway/sidewalk prism.

Landau Associates understands that AHBL is leading the environmental permit process, and that our proposed scope of services will support delineation of wetlands/waterways, mitigation planning, agency support, and evaluation of sensitive species/habitats in the project area. The City anticipates federal funds will be used for the project. As a result, the natural resources support services will be completed to satisfy State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA) requirements for the proposed project.

PROPOSED SCOPE OF SERVICES

The following defines Landau Associates' proposed tasks for natural resources support associated with the proposed project.

Task 1. Wetland/Waterway Delineation

Landau Associates will conduct wetland delineations in accordance with the 2010 USACE *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region*. The ordinary high water mark of waterways will be delineated using guidance provided in the Washington State Department of Ecology's *Determining The Ordinary High Water Mark on Streams in Washington State*.

Landau Associates will compile and review environmental information from readily available public domain resources to gain a general understanding of potential wetland issues at the site. Public domain resources include, but are not limited to:

- Natural Resources Conservation Service Soil Survey data
- National Wetlands Inventory mapping
- FEMA floodplain mapping
- Local Critical Areas mapping
- U.S. Geological Survey topographic mapping
- Recent aerial photography.

The field investigation will include an examination of vegetation, soils, and hydrology within the study area along the proposed roadway improvements. Flagging will be placed along the wetland/waterway boundaries and will be confined to areas within 100 ft of the project footprint. Any wetland/waterway habitat that extends beyond the project footprint will be estimated both visually and using public domain resources to assess extent. Included in this task is time to provide the project surveyors with a hand-sketch of wetland/waterway boundaries to assist the surveyors to locate project flagging. We also included time to review the survey map and request any necessary changes to accurately represent existing wetland/waterway conditions.

Wetlands within the study area will be rated in accordance with the Washington State Department of Ecology's (Ecology) *Washington State Wetland Rating System for Western Washington*, and buffer widths will be determined in compliance with the Critical Areas Regulations. Waterway typing and buffer widths are based on Chapter 23.60 of the City of Pacific Code, and the water typing system presented in Chapter 222-15-130 of the Washington Administrative Code (WAC).

Assumptions:

- Flagging will be placed only within the project boundaries where accessible.
- Access permission to properties will be provided by the City.

Deliverables:

- Site sketch identifying wetland/waterway flagging.

Task 2. Critical Areas Report

Landau Associates will prepare a critical areas report describing impacts and mitigation. Landau Associates will support AHBL in the calculation of the area of impacts to wetlands, waterways, and/or their buffers, based on the 30 percent project plans. Areas of impact will be calculated in AutoCAD and will be summarized in the Critical Areas Report described below.

Landau Associates will support AHBL in determining adequate impact avoidance measures. A conceptual compensatory mitigation plan will be developed by Landau Associates for unavoidable impacts to wetlands/waterways and buffers. The conceptual compensatory mitigation will include a clearing and planting plan, as necessary.

Landau Associates will prepare a draft Critical Areas Report to meet standards of the City and other regulatory agencies. The report will include information from the wetland and waterway delineation, and incorporate any necessary mitigation. This will include:

- A summary of the methodology used
- The size and rating of each wetland and waterway; a characterization of wetland vegetation, soils, and hydrology; and field data sheets
- A scaled site map showing the locations of wetland/waterway boundaries and buffers, locations of wetland data plots, and site topography
- Supporting photographs
- A description of impacts to wetland/waterways and buffers
- A conceptual compensatory mitigation planting plan (equivalent to 30 percent level) including: mitigation goals, objectives, and performance standards; a timeline for mitigation monitoring and reporting; and contingency plans, as necessary.

The draft report will be provided to AHBL and the City for review. Comments will be reviewed and incorporated into an Agency Review Draft Wetland and Waterway Critical Areas Report. The report will be used in pre-application meetings for the purposes of discussing potential project impacts, proposed mitigation, and determination of agency jurisdiction. A final report will be prepared following the preapplication meeting (refer to Task 3).

Assumptions:

- Mitigation specifications will not be required as part of the report and/or conceptual design.
- Mitigation can be accommodated on site (within the project limits). If offsite mitigation is required, the City will identify a suitable site to accommodate the required mitigation.
- Jurisdictional ditches, if present, will be replaced in-kind.
- Mitigation options will be limited to restoration and/or enhancement.
- 30 percent design plans will be suitable for impact calculation and development of conceptual mitigation plans.
- AHBL will provide scaled site map identify existing wetlands/waterways/buffers for inclusion in the report.
- AHBL will provide scaled site map identifying areas of wetland/waterway/buffers impacts for inclusion in the report.
- Impact and mitigation plan sheets will be developed by AHBL in coordination with Landau Associates.
- This scope of services does not include preparation of a Joint Aquatic Resources Permit Application (JARPA).

Deliverables:

- An electronic (Adobe PDF) and paper copy of the draft Critical Areas Report.
- An electronic (Adobe PDF) and three paper copy of the final Critical Areas Report.

Task 3. Agency Coordination

Landau Associates will request preapplication meetings with representatives from the U.S. Army Corps of Engineers (USACE), Washington Department of Fish and Wildlife (WDFW) and the City for purposes of describing the proposed project, impacts, and mitigation, determining project-specific application/permitting requirements, and modifications to proposed mitigation plan, if necessary. This task includes one site visit for purpose on agency meeting. Following preapplication meetings, Landau Associates will provide documented meeting summary to attendees.

Assumptions:

- Request for preapplication meeting will be limited to email invitation and will not require preparation of a JARPA.
- One onsite meeting will be held with all agency representatives from the City, WDFW and USACE in attendance.

Deliverables:

- Meeting summary in email format.

Task 4. Project Sensitive Species/Habitat Review

Landau Associates will assist in providing responses in the WSDOT Environmental Classification Summary (ECS) form in Parts 4 and 5 regarding sensitive species/habitats, including listings under the Endangered Species Act. Efforts include review of online species listings/databases, and are limited to preparation of responses in the ECS form.

Assumptions:

- Preparation of a Biological Assessment or letter of No Effect is not included in this task.
- AHBL will provide copy of the project ECS form.
- AHBL will provide project details regarding construction and stormwater management.

Deliverables:

- An electronic (Adobe PDF or MSWord) copy of the ECS form.

Task 5. Project Coordination

Landau Associates will manage the project to efficiently complete the necessary studies and applications, and to communicate project progress with AHBL. Scope elements covered under this task include communications with the AHBL, in-house project administration, scheduling, direction of staff, and preparation of progress reports, schedule updates, and invoicing.

ESTIMATED COST

We estimate the cost for our proposed scope of services will be \$11,100 in general accordance with the following approximate breakdown:

TASK NAME	ESTIMATE
Task 1. Wetland/Waterway Delineation	\$2,500
Task 2 Critical Areas Report	\$6,400
Task 3 Agency Coordination	\$900
Task 4 Project Sensitive Species/Habitat Review	\$600
Task 5 Project Coordination	\$700
ESTIMATED TOTAL	\$ 11,100

We propose to provide the above-described services on a cost plus-fixed fee basis according to the budget set forth above and shown in the attached tables. The budget estimate is based on an assumed

level of effort for each of the scope items. It is possible that the level of effort actually required to complete a specific scope item will differ from that currently being assumed, and it may be appropriate to reallocate authorized budget amounts between the tasks or request additional budget as required to meet the needs of the project. In the event that project requirements change or unexpected conditions are disclosed that appear to require further field effort, study, or analysis, we will contact you and seek your approval for modification to the scope of services and budget, as appropriate.

AUTHORIZATION

We anticipate that you will develop a subconsultant agreement to formalize our working relationship on this project. Please let us know how we can assist you in that process.

* * * * *

We appreciate the opportunity to work with AHBL and the City of Pacific on this project. Please contact us if you have any questions about our proposed scope of services and budget for this project.

LANDAU ASSOCIATES, INC.



Steven J. Quarterman
Associate Ecologist

SJQ/rgm
2015-1393

Attachments: Tables 1 - 5

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

LANDAU ASSOCIATES

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Project: West Valley Highway - Pierce County Segment

Subconsultant: Landau Associates

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor Rate		Cost
Sr. Associate	1	X	\$ 59.13		\$ 59.13
Associate	59		\$ 42.98		\$ 2,535.82
Senior Staff	15	X	\$ 26.68		\$ 400.20
Senior CAD	2		\$ 33.32		\$ 66.64
Project Coordinator	6		\$ 27.66		<u>\$ 165.96</u>
TOTA DSC					\$ 3,227.75

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 209.53% X \$ 3,227.75 = \$ 6,763.10

Fixed Fee (FF)

FF Rate x DSC of 30.0% X \$ 3,227.75 = \$ 968.33

Reimbursable

Mileage 50 miles at 0.565	\$ 61.25
Reproductions/copies	<u>\$ 79.57</u>

Total Reimbursables = \$ 140.82

Subconsultant Total \$ 11,100.00

Grand Total \$ 11,100.00

Exhibit G-3

Subconsultant Overhead Cost

West Valley Highway

Improvements

LANDAU ASSOCIATES



December 4, 2013

TO: Erik Jonson, WSDOT Contracts Administrator
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager 

SUBJECT: Landau Associates, Inc. Indirect Cost Rate for fiscal year end
June 30, 2013

We accept the audit work performed by T. Wayne Owens & Associates, PC related to Landau Associates Indirect Cost Rate for the above referenced fiscal year. T. Wayne Owens audited Landau Associates indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing Landau Associates Indirect Cost Rate for fiscal year ending June 30, 2013 at 209.53% of direct labor (rate includes .38% Facilities Cost of Capital).

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

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov

Attachment

cc: Steve McKerney
File

LANDAU ASSOCIATES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2013

<u>Description</u>	<u>Financial Stmt Expense</u>	<u>Unallowable Costs</u>	<u>FAR Ref</u>	<u>Total Proposed</u>	<u>% of Direct Labor</u>
Direct Labor	\$ 3,280,234	\$ -		\$ 3,280,234	
INDIRECT COSTS					
Fringe Benefits:					
Vacation, sick, and holiday	\$ 532,750	\$ -		\$ 532,750	
Retirement plan	274,062	-		274,062	
Employee group insurance	682,019	-		682,019	
Incentive compensation	485,442	(31,979)	(1)	453,463	
Payroll taxes	545,742	(19,001)	(2)	526,741	
Workers compensation	39,697	-		39,697	
Other employee benefits	62,374	(44,202)	(3)	18,172	
Total Fringe Benefits	<u>\$ 2,622,086</u>	<u>\$ (95,182)</u>		<u>\$ 2,526,904</u>	77.03%
General Overhead:					
Indirect labor	\$ 2,591,223	\$ (216,518)	(1)(3)(4)(5)	\$ 2,374,705	
Accounting Fees	20,550	-		20,550	
Advertising	23,908	(23,908)	(5)	-	
Automobile expense	65,037	-		65,037	
Bank charges	6,409	-		6,409	
Contributions	28,071	(28,071)	(6)(7)	-	
Depreciation and amortization	247,629	-		247,629	
Dues and professional licenses	79,368	(45,463)	(5)(6)(7)	33,905	
Entertainment	20,634	(20,634)	(3)(8)	-	
Insurance	151,232	-		151,232	
Interest	8,305	(8,305)	(9)	-	
Leased equipment	105,951	-		105,951	
Meals expense	32,474	(9,702)	(3)(5)(10)	22,772	
Office supplies and postage	213,734	(12,994)	(5)(11)	200,740	
Professional services	91,757	(7,115)	(4)	84,642	
Recruitment expense	24,994	-		24,994	
Rent	675,173	-		675,173	
Repairs and maintenance	3,500	-		3,500	
Seminars and professional education	76,511	(9,750)	(5)	66,761	
Supplies	43,729	-		43,729	
Taxes	469,992	(197,802)	(12)	272,190	
Telecommunications	119,748	-		119,748	
Travel	84,125	(6,601)	(3)(5)(13)	77,524	
Recovery accounts	(263,219)	-		(263,219)	
Total General Overhead	<u>\$ 4,920,835</u>	<u>\$ (586,863)</u>		<u>\$ 4,333,972</u>	132.12%
Total Indirect Costs	<u>\$ 7,542,921</u>	<u>\$ (682,045)</u>		<u>\$ 6,860,876</u>	209.15%
Facilities Capital Cost of Money (FCCM)				<u>\$ 12,338</u>	0.38%

See accompanying auditors' report and notes.

LANDAU ASSOCIATES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED JUNE 30, 2013

- (1) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (2) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.205-14 - Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (4) 31.205-27 (a) (2) - Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- (5) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (6) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (7) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (8) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (9) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (10) 31.205-46 (a) 2 Travel costs – Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (11) 31.201-3 (b) (1) Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.
- (12) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable.
- (13) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.

Exhibit G

Subcontracted work

West Valley Highway Improvements

Transpo Group, Inc.

EXHIBIT A

Scope of Work

Client Name:	AHBL		
Project Name:	West Valley Highway Reconstruction (County Line Rd. to Jovita Blvd)		
Exhibit Dated:	June 13, 2014	TG:	13172.PR

Scope of Services

Transpo Group will provide transportation engineering services as a subconsultant to AHBL. Transpo will perform a traffic study to inventory and evaluate traffic safety, traffic volumes, vehicle speeds, and vehicle classifications. Transpo will support AHBL in developing roadway alternatives to address the identified needs as part of the reconstruction effort.

Traffic Study

Data Collection. Assemble all available study maps, plans and relevant transportation data from the City. Collect 24-hour speed and classification data at two locations along the corridor. Data will be collected for one entire week, and will include direction of travel, day of the week, and time of day in one hour increments. Speed data will be collected in 5 mph increments by vehicle type. Vehicle types will be identified by standard Federal Highway Administration (FHWA) vehicle classifications.

Field Visit. Perform a field visit to walk the corridor and inventory the traffic control features, signage, and striping. In addition, physical and geometric information about the corridor will be inventoried to assist in identifying whether reduced speed limits or vehicle weight restrictions could be justified.

Assessment of Existing and Future Conditions. Review and summarize the existing traffic volumes, speed, and classification data collected for the corridor. Assemble and summarize historical collision data for the corridor, and identify trends and issues to be addressed. Information that will be summarized includes:

- Speed data
- Daily traffic volumes
- Vehicle classification data
- Intersection turning movements for AM and PM peak hour conditions
- Collision history

The speed data will be summarized to provide the average, peak, and 85th percentile speeds by hour of day. Vehicle classification data will be summarized by FHWA vehicle type by hour of the day. The summary will also include average speeds by type of vehicle and an estimate of the total tonnage the corridor typically serves on an average weekday.

Based on the assessment of existing conditions, design year travel forecasts will be determined based on historical growth rates observed in the area, along with the likelihood for potential development consistent with the City's land use plan.

Development of Improvement Strategies. Based on the findings of the traffic study, potential improvement strategies will be identified. Each will be reviewed to determine whether they should be incorporated into the preliminary design. A draft technical memorandum will be prepared documenting the traffic data collected, the findings, and the resulting strategies and recommended improvements. Items to

be considered when developing the improvement strategies could include speed limit modifications, signage, traffic control, channelization, traffic calming, or other similar design measures. Potential improvement concepts will be presented and reviewed with the project team and City staff, resulting in the identification of a preferred course of action. Following discussions with the team and City staff, the technical memorandum will be finalized.

Consultant Deliverables:

- Updated traffic data including daily traffic volumes, peak hour turning movements, speeds, and vehicle classification counts.
- Summary of collision data.
- Travel forecasts for a 2035 horizon year.
- Matrix or graphics highlighting potential improvements.
- Draft and final technical memorandum summarizing the traffic study and improvement strategies (PDF electronic copy only)

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

Transpo Group, Inc.

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Project: West Valley Highway - Pierce County Segment

Subconsultant: Transpo Group

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor		Cost
				Rate	
Principal	4	X	\$	58.05	\$ 232.20
Senior Engineer I	2	X	\$	44.88	\$ 89.76
Engineer III	8	X	\$	32.07	\$ 256.56
Engineer I	16	X	\$	27.84	\$ 445.44
Project Admin III	2	X	\$	36.55	\$ 73.10
TOTA DSC					<u>\$ 1,097.06</u>

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 195.75% X \$ 1,097.06 = \$ 2,147.49

Fixed Fee (FF)

FF Rate x DSC of 30.0% X \$ 1,097.06 = \$ 329.12

Reimbursable

collision data	0			35	\$ -
traffic counts	2			625	\$ 1,250.00
mileage	0			0.565	<u>\$ -</u>

Total Reimbursables = \$ 1,250.00

Subconsultant Total \$ 4,823.67

Grand Total \$ 4,823.67

Exhibit G-3
Subconsultant Overhead Cost
West Valley Highway
Improvements

Transpo Group, Inc.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 13, 2014

Transpo Group
11730 - 118th Avenue NE, Suite 600
Kirkland, WA 98034

Subject: Indirect Cost Rates (ICR) FYE 2013

Dear Mr. Jon Pascal:

Transmitted herewith is the WSDOT Audit Office's memo of acceptance of your firm's FYE ICR 2013. This approval is good until 180 days following your firm's FYE 2014 closing date and is good for all WSDOT agreements including Local Agency contracts. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in blue ink that reads "Erik Jonson".

Erik Jonson
Manager, Consultant Services Office

EKJ:kal



June 12, 2014

TO: Erik Jonson, WSDOT Contract Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager 

SUBJECT: Transpo Group Indirect Cost Rate
for fiscal year end December 31, 2013

We have accepted the Indirect Cost Rate proposed by Transpo Group for fye 12-31-13 based on our risk assessment.

We did not complete a review of this firm's Indirect Cost Rate schedule, and this rate is still subject to audit.

Based on our risk assessment we are issuing this memo establishing Transpo Group's Indirect Cost Rate for fiscal year ending December 31, 2013, at 195.75% of direct labor.

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

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

Transpo Group will need to have an in depth review next year (fye 2014), and should provide a FAR compliant Indirect Cost Rate for that purpose.

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

Cc: Steve McKerney
File

Exhibit G

Subcontracted work

West Valley Highway Improvements

**Cultural Resource
Consultants, Inc.**



Cultural Resource Consultants, Inc.

Project Scope and Fee Agreement

Client Information

Company	Phone	Fax	website
AHBL, Inc.	253-383-2422	fax: 253-383-2572	
Mailing Address	City	State	Zip
2215 North 30th Street, Suite 300	Tacoma	WA	98403-3350

Project Manager Information

Name	Direct Line	Cell	Email
Lisa Klein	253-383-2422		lklein@ahbl.com

Project Information

Project Title	Client Project Number	CRC Project Number		
West Valley Highway, Pacific		1405E		
Project Location	City			
West Valley Highway, between the County Line Rd & 8th St E (Jovita Blvd E)	Pacific			
Section	Township	Range	County	Total Project Area
0	0	0	Pierce	1/2 linear mile

Project Schedule

Anticipated Completion Date:

May - August 2014 CRC anticipates completion of field investigation within 30 days of receipt of APE and APE concurrence letters. A final report will be submitted within 30 days of fieldwork completion.

Project Description

AHBL, Inc., on behalf of the City of Pacific, is requesting a cultural resources assessment prior roadway improvements on the West Valley Highway project in Pacific. Phase II of the West Valley Highway project in Pacific is between the County Line Road and 8th Street E (Jovita Blvd E), approximately 1/2 mile in length and approximately 100' on either side of the right-of-way. No structures will be removed during this roadway improvements project. APE correspondence, including SHPO concurrence letter, will be received prior to the start of this project.

Project Assumptions

- * This scope and budget is based upon information provided on 13 May 2014. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.
- * This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area. It would be necessary to adjust the budget if additional sites are found. This budget was prepared with the assumption that no more than twenty (20) shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- * This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
- * This scope assumes that no meetings with clients and/or stakeholders will be required.
- * This scope assumes that project proponents can provide immediate Right Of Entry to CRC so the project may be completed within the stated project schedule.
- * This scope assumes that all relevant project information, prior reports including geotechnical reports, design plans and project maps will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- * If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- * This budget assumes the client will provide utility locator services, per Washington State Law (RCW 19.122), prior to CRC field investigations.
- * CRC assumes our report will be submitted to DAHP (cover page provided; however, the client should include their own cover letter requesting review) within 15 days of receipt of said report for review. CRC cannot be held liable for reports prepared but not submitted to DAHP in a timely manner. Additional fees may apply for additional services required as part of DAHP's review process for reports submitted after 15 days of receipt.

* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Project Deliverables

CRC will provide the following project components as part of this cultural resources assessment.

Task 1 - Background Research

CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area.

Task 2 - Tribal Contact

CRC will contact the cultural resources staff of tribes that may have an interest in the project area.

Task 3 - Field Identification

CRC will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

Task 4 - Documentation of Findings

CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

Task 5 - Cultural Resources Assessment Report

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically and on a CD.

Exhibit G-1

Subconsultant Fee

West Valley Highway Improvements

**Cultural Resource
Consultants, Inc.**

Exhibit G -1
Subconsultant Fee Determination Summary Sheet
(mandatory when Subconsultants are utilized)

Project: West Valley highway Pierce County Segment

Subconsultant: Cultural Resources Consultants

Direct Salary Cost (DSC)

Classification	Man Hours		Direct Labor Rate	Cost
TASK 1				
Principal Investigator	3	X	\$ 63.88	\$ 191.64
Project Archaeologist I	34	X	\$ 34.70	\$ 1,179.80
Office Manager	3	X	\$ 31.94	\$ 95.82

TOTA DSC \$ 1,467.26

Overhead (OH Cost -- including Salary Additives)

OH Rate X DSC of 95.0% X \$ 1,467.26 = \$ 1,393.90

Fixed Fee (FF)

FF Rate x DSC of 30.0% X \$ 1,467.26 = \$ 440.18

Reimbursable

Photo & Graphic Supplies \$ 15.00
Mileage \$ 55.39

Total Reimbursables = \$ 70.39

Subconsultant Total \$ 3,371.73

Grand Total \$ 3,371.73

Exhibit G-3
Subconsultant Overhead Cost
West Valley Highway
Improvements

**Cultural Resource
Consultants, Inc.**



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 1, 2014

Cultural Resource Consultants, Inc.
P.O. Box 10668
Bainbridge Island, WA 98110

Subject: Cultural Resource Consultants, Inc. - Indirect Cost Rate

Dear: Ms. Teresa Peterson:

We have accepted the Indirect Cost Rate (ICR) of 95% for your firm. This ICR shall be good until 180 days following your FYE14 closing date. This rate will be applicable to all WSDOT agreements including Local Agency contracts.

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

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

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ

Cultural Resource Consultants, Inc.
 Indirect Cost Rate Schedule
 For the Year Ended 31 December 2013

Description	Statement
Direct Labor	\$ 318,738
Indirect Costs:	
Fringe Benefits	
Vacation Pay	\$ 42,834
Sick Pay	\$ 2,156
Holiday Pay	\$ 18,751
Payroll Taxes	\$ 33,758
Health Insurance	\$ 47,804
Workers' Comp. Insurance	\$ 4,532
Profit Sharing (401-k)	\$ 12,405
Unemployment Taxes	\$ 6,976
Employee Recognition	\$ 62
Total Fringe Benefits	\$ 169,278
General Overhead	
Indirect Labor	\$ 63,042
Rent	\$ 9,463
Maintenance & Repairs	\$ -
Automobile	\$ 9,536
Travel - Meals	\$ 2,132
Insurance	\$ 13,615
Telephone	\$ 7,067
Equipment, Library, Lab & Field	\$ 1,781
Taxes & Licenses	\$ 13,391
Depreciation & Amortization	\$ 44
Dues & Subscriptions	\$ 513
Employee Train/Recruit/Moving	\$ 59
Advertising	\$ -
Professional Fees	\$ 1,320
Postage & Delivery	\$ 780
Bank Service Charges	\$ 221
Interest	\$ 9,006
Computer	\$ 645
Supplies & Miscellaneous	\$ 3,265
Total General Overhead	\$ 135,880
Total Indirect Costs & Overhead	\$ 305,158
Indirect Cost Rate (Less FCC)	\$ 0.95
Facilities Cost of Capital	\$ 305,158
Indirect Cost Rate (Includes FCC)	

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General’s Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim (s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Sean Comfort, PE and duly authorized representative of the firm of AHBL, Inc. whose address is 2215 N. 30th Street, Suite 300, Tacoma WA 98403 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

09/22/2014

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Pacific, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): AHBL, Inc.

09/22/2014

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): AHBL, Inc.

9/22/2014

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of West Valley High - Pierce County Segment * are accurate, complete, and current as of September 22, 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm AHBL, Inc.

Name Sean Comfort, Principal AHBL, Inc.

Title Principal

Date of Execution*** September 22, 2014

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



Agenda Bill No. 14-170

TO: Mayor Guier and City Council Members

FROM: Jack Dodge, Community Development Manager

MEETING DATE: October 20, 2014

SUBJECT: New SEPA (State Environmental Policy Act) Regulations

ATTACHMENTS:

- Draft Ordinance No. 2014-1879

Previous Council Review Date: N/A

Summary: The current SEPA regulations under Chapter 16.16 of the Pacific Municipal Code (PMC) are outdated, weak and unclear regarding the SEPA review process. For example, the current code *does not* provide for an administrative appeal process for a SEPA determination (DNS, MDNS, & DS).¹ This could lead to the following issues:

- Without an administrative appeal process any appeals of the SEPA determination would come at the time the underlying action (development permit) receives a “Notice of Decision” (NOD). This could lead to expensive revisions of a project proposal involving considerable staff time. By the time an NOD is issued for project approval, plans have been finalized and changes to the plans are more expensive to implement.
- This would leave a project proposal open to a SEPA appeal for an extended period of time for up to a year or more (depending on the project). An appeal of a SEPA determination at this time could seriously delay a project in that SEPA review may have to start over again on appeal.

The new SEPA regulations allow an administrative appeal process for SEPA determinations (Section 16.16.260). This provides the following benefits for both staff and applicants in the following manner.

- This allows the City and applicant to resolve potential environmental issues through a SEPA determination at the start of a project proposal versus the end of the review. This saves both the City, the applicant, and appellant (should there be an appeal) substantial costs in that development plans have not yet been finalized and modifications to the plans are much less expensive and time consuming.
- The administrative appeal process allows the SEPA review process to be completed and finalized at the beginning of a project proposal. A SEPA determination would have a defined comment period and appeal period. Once these periods both expire (with no appeal), the SEPA review process is finalized regarding the project proposal. No further SEPA review is required.

Other Changes to the SEPA Regulations

¹ DNS (Determination of Nonsignificance); MDNS (Mitigated Determination of Nonsignificance); DS (Determination of Significance)

- While not a change, the new SEPA regulations retain the modified exempt levels (projects exempt from SEPA review) for specified project types that are adopted under current codes. For example, under Washington Administrative Code (WAC) 197-11-800, commercial, office, or service buildings are exempt from SEPA review if they are 4,000 sq. ft. or less in gross floor area. Current code raised the exempt level to 12,000 square feet (16.16.100). The WAC allows a City to raise certain exempt levels which was done in 2001.
- The changes disallows categorical exemptions in the following “Critical Areas” (16.16.280)
 - * Wetlands
 - * Habitat Conservation Areas
- Adopts by reference a variety of code and plan documents as “substantive” SEPA policies (such as the Comprehensive Plan or the City’s Six Year Road Program). These documents can be used to require SEPA mitigation conditions on project proposals where current code provisions do not mitigate an impact (16.16.250(D)).

Recommended Action: None at this time – Initial Review

Motion for Consideration: None Required

Budget Impact: N/A

Alternatives: None

ORDINANCE NO. 2014-1879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT (SEPA), REPEALING THE CITY’S CURRENT PROCEDURES FOR IMPLEMENTATION OF SEPA AND ADOPTING NEW PROCEDURES FOR REVIEW OF ALL “ACTIONS” UNDER SEPA, ISSUANCE OF THRESHOLD DECISIONS, PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS, PUBLIC NOTICE, COMMENT AND APPEALS; REPEALING CHAPTER 16.16 AND ADOPTING A NEW CHAPTER 16.16 OF THE PACIFIC MUNICIPAL CODE.

WHEREAS, the City’s Environmental Policy Code (chapter 16.16 PMC) adopts all of chapter 197-11 WAC by reference, a procedure that does not allow for local amendments; and

WHEREAS, because the Washington State Legislature has adopted new SEPA Rules since 2001, these new Rules have not been incorporated by reference into the City’s Environmental Policy Code chapter 16.16 PMC; and

WHEREAS, on _____, the City’s SEPA Responsible Official determined that the adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an ordinance relating to procedures only; and

WHEREAS, on _____, a copy of this ordinance was sent to the Washington State Department of Commerce, pursuant to RCW 36.70A.106; and

WHEREAS, on _____, 2014, the City Council held a first reading of this Ordinance; and

WHEREAS, on _____, 2014, this Ordinance was considered by the City Council in a second reading; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Chapter 16.16 of the Pacific Municipal Code is hereby repealed.

Section 2. A new chapter 16.16 is hereby added to the Pacific Municipal Code, which shall read as follows:

Chapter 16.16

**ENVIRONMENTAL REVIEW
STATE ENVIRONMENTAL POLICY ACT (SEPA)**

Sections.

- 16.16.010 Authority.**
- 16.16.020 Definitions adopted by reference.**
- 16.16.030 Additional definitions.**
- 16.16.040 Process.**
- 16.16.050 Designation of responsible official.**
- 16.16.060 Lead agency determination and responsibilities.**
- 16.16.070 Transfer of lead agency status to state agency.**
- 16.16.080 Categorical exemptions – Adoption by reference.**
- 16.16.090 Categorical exemptions – Determination.**
- 16.16.100 Flexible thresholds for categorical exemptions.**
- 16.16.110 Integration with permit and land use decisions.**
- 16.16.120 Integration of SEPA with project permit decisions.**
- 16.16.130 Threshold determinations.**
- 16.16.140 Environmental checklist.**
- 16.16.150 Timing.**
- 16.16.160 Mitigated DNS.**
- 16.16.170 Environmental impact statement.**
- 16.16.180 Preparation of EIS – Additional considerations.**
- 16.16.190 Additional elements to be covered by EIS.**
- 16.16.200 Commenting.**
- 16.16.210 Public notice.**
- 16.16.220 Designation of official to perform consulted agency responsibilities for the City.**
- 16.16.230 Using existing environmental documents.**
- 16.16.240 SEPA and agency decisions.**
- 16.16.250 Substantive authority.**

16.16.260	Appeals.
16.16.260	Notice/statute of limitations.
16.16.270	Agency compliance.
16.16.280	Critical areas.
16.16.290	Fees.
16.16.300	Adoption of forms by reference.

16.16.010 Authority. The City adopts this chapter under the State Environmental Policy Act (SEPA), RCW 43.21C.120 and the SEPA Rules, chapter 197-11 WAC. This ordinance contains the City's SEPA procedures and policies. The SEPA Rules, chapter 197-11 WAC must be used in conjunction with this chapter.

16.16.020 Definitions. This part contains the basic requirements that apply to the SEPA process. The City adopts the following sections of chapter 197-11 of the Washington Administrative Code by reference:

WAC

197-11-040	Definitions.
197-11-220	SEPA/GMA definitions.
197-11-700	Definitions.
197-11-702	Act.
197-11-704	Action.
197-11-706	Addendum.
197-11-708	Adoption.
197-11-710	Affected Tribe.
197-11-712	Affecting.
197-11-714	Agency.
197-11-716	Applicant.
197-11-718	Built Environment.
197-11-720	Categorical exemption.
197-11-721	Consolidated appeal.
197-11-724	Consulted agency.
197-11-726	Cost-benefit analysis.
197-11-728	County/city.
197-11-730	Decision-maker.
197-11-732	Department.
197-11-734	Determination of nonsignificance (DNS).
197-11-736	Determination of significance (DS).
197-11-738	EIS.
197-11-740	Environment.
197-11-742	Environmental checklist.
197-11-744	Environmental document.
197-11-746	Environmental review.
197-11-750	Expanded scoping.

197-11-752	Impacts.
197-11-754	Incorporation by reference.
197-11-756	Lands covered by water.
197-11-758	Lead agency.
197-11-760	License.
197-11-762	Local agency.
197-11-764	Major action.
197-11-766	Mitigated DNS.
197-11-768	Mitigation.
197-11-770	Natural environment.
197-11-772	NEPA.
197-11-774	Nonproject.
197-11-775	Open record hearing.
197-11-776	Phased review.
197-11-778	Preparation.
197-11-780	Private project.
197-11-782	Probable.
197-11-784	Proposal.
197-11-786	Reasonable alternative.
197-11-788	Responsible official.
197-11-790	SEPA.
197-11-792	Scope.
197-11-793	Scoping.
197-11-794	Significant.
197-11-796	State agency.
197-11-797	Threshold determination.
197-11-799	Underlying government action.

16.16.030 Additional definitions. In addition to those definitions contained with WAC 197-11-700 through 197-11-799 and 197-11-220, when used in this chapter, the following terms shall have the following meanings, unless the context indicates otherwise:

- A. “Department” means any division, unit or department of the City.
- B. “Ordinance” or “chapter” means the ordinance, resolution or other procedure used by the City to adopt regulatory requirements.
- C. “Early notice” means the City’s response to an applicant stating whether it considers issuance of a determination of significance likely for the applicant’s proposal (mitigated determination of nonsignificance (MDNS) procedures).

16.16.040. Process. The City adopts the following sections of Chapter 197-11 WAC by reference:

WAC

- 197-11-050 Lead Agency.
- 197-11-055 Timing of the SEPA Process.
- 197-11-060 Content of Environmental Review.
- 197-11-070 Limitations on actions during SEPA Process.
- 197-11-080 Incomplete or unavailable information.
- 197-11-090 Supporting documents.
- 197-11-100 Information required of applicants
- 197-11-158 GMA project review – reliance on existing plans, laws and regulations.
- 197-11-164 Planned actions – definitions and criteria.
- 197-11-168 Ordinances or resolutions designating planned actions.
- 197-11-172 Planned actions – project review.
- 197-11-210 SEPA/GMA integration.
- 197-11-228 Overall SEPA/GMA integration procedures.
- 197-11-230 Timing of an integrated GMA/SEPA process.
- 197-11-232 SEPA/GMA integration procedures for preliminary planning, environmental analysis, and expanded scoping.
- 197-11-235 Documents.
- 197-11-238 Monitoring.
- 197-11-250 SEPA/Model Toxics Control Act Integration.
- 197-11-253 SEPA Lead Agency for MTCA actions.
- 197-11-256 Preliminary evaluation.
- 197-11-259 Determination of nonsignificance and EIS for MTCA remedial actions.
- 197-11-265 Early scoping for MTCA remedial actions.
- 197-11-268 MTCA interim actions.

16.16.050 Designation of responsible official.

- A. For those proposals for which the City is the lead agency, the responsible official shall be the Community Development Manager.
- B. For all proposals for which the City is the lead agency, the responsible official shall make the threshold determination, supervise scoping and preparation of any required environmental impact statement (EIS) and perform any other functions assigned to the “lead agency” or responsible official” by those sections of the SEPA rules that were adopted by reference in this chapter.

16.16.060 Lead agency determination and responsibilities.

- A. The SEPA Responsible Official shall determine the lead agency for any application for or initiation of a proposal that involves a nonexempt action, as provided in WAC 197-11-050, unless the lead agency has been

previously determined or if another agency is in the process of determining the lead agency.

B. When the City is the lead agency for a proposal, the SEPA Responsible Official shall supervise compliance with the necessary threshold determination requirements, and if an EIS is necessary, shall supervise preparation of the EIS.

C. When the City is not the lead agency for a proposal, all departments of the City shall use and consider, as appropriate, either the DNS or the final EIS of the lead agency in making decisions on the proposal. No City department shall prepare or require preparation of a DNS or EIS in addition to that prepared by the lead agency, unless required under WAC 197-11-600. In some cases, the City may conduct supplemental environmental review under WAC 197-11-600.

D. If the City or any of its departments receives a lead agency determination made by any other agency that appears inconsistent with the criteria of WAC 197-11-253 or 197-11-922 through 197-11-940, it may object to the determination. Any objection must be made to the agency originally making the determination and resolved within fifteen days of receipt of the determination, or the City must petition the department of ecology for lead agency determination under WAC 197-11-946 within the fifteen day time period. Any such petition on behalf of the City may be initiated by the Community Development Manager.

E. Departments of the City are authorized to make agreements as to lead agency status or shared lead agency duties for a proposal under WAC 197-11-942 and 197-11-944; PROVIDED, that the responsible official and any department that will incur responsibilities as the result of such agreement approve the agreement.

F. Any department making a lead agency determination for a private project shall require sufficient information from the applicant to identify which other agencies have jurisdiction over the proposal.

16.16.070. Transfer of lead agency status to a state agency. For any proposal for a private project where the City would be the lead agency and for which one or more state agencies have jurisdiction, the City's responsible official may elect to transfer the lead agency duties to a state agency. The state agency with jurisdiction appearing first on the priority listing in WAC 197-11-936 shall be the lead agency and the City shall be an agency with jurisdiction. To transfer lead agency duties, the City's responsible official must transmit a notice of the transfer together with any relevant information available on the proposal to the appropriate state agency with jurisdiction. The responsible official of the City

shall also give notice of the transfer to the private applicant and any other agencies with jurisdiction over the proposal.

16.16.080 Categorical exemptions – Adoption by reference. The City adopts the following rules for categorical exemptions from chapter 197-11 WAC:

WAC

- 197-11-300 Purpose of this part.
- 197-11-305 Categorical exemptions.
- 197-11-800 Categorical exemptions.
- 197-11-880 Emergencies.
- 197-11-890 Petitioning DOE to change exemptions.

16.16.080 Categorical exemptions – Determination.

A. Each department within the City that receives an application for a license or, in the case of governmental proposals, the department initiating the proposal, shall determine whether the license, permit and/or proposal is exempt. The department's determination that a proposal is exempt shall be final and is not subject to administrative review. If a proposal is exempt, none of the procedural requirements of this chapter apply to the proposal. The City shall not require completion of an environmental checklist for an exempt proposal.

B. In determining whether or not a proposal is exempt, the Department shall make certain that the proposal is properly defined and shall identify the governmental licenses required (WAC 197-11-070). If a proposal includes exempt and non-exempt actions, the Department shall determine the lead agency, even if the license application that triggers the Department's consideration is exempt.

C. If a proposal includes both exempt and nonexempt actions, the City may authorize exempt actions prior to compliance with the procedural requirements of this chapter, except that:

1. The City shall not give authorization for:
 - a. any nonexempt action;
 - b. any action that would have an adverse environmental impact; or
 - c. any action that would limit the choice of alternatives.
2. The Department may withhold approval of an exempt action that would lead to modification of the physical environment, when such

modification would serve no purpose if the nonexempt action(s) were not approved; and

3. A department may withhold approval of exempt actions that would lead to substantial financial expenditures by a private applicant when the expenditures would serve no purpose if the nonexempt actions were not approved.

The City will normally identify whether an action is categorically exempt within 28 days of receiving a completed application. The Community Development Manager shall certify when an application is complete based upon review of the environmental checklist, or for project permit applications, based on the requirements for a complete application set forth in the City's code for each permit type. If additional information is required to supplement the checklist, the application shall not be certified complete until the required information is received by the Director.

16.16.100 Flexible thresholds for categorical exemptions. The lowest level in the ranges below apply unless the City raises the level based on local conditions, such as previous DNSs on the activities or the City's development codes. The City may raise the level for an exemption to any point up to the maximum specified in WAC 197-11-800(1)(c), once levels are established in this ordinance, the City must apply a level to all projects within the geographic area.

- A. The City establishes the following exempt level for minor new construction under WAC 197-11-800(1)(b) based on local conditions:
 1. For residential dwelling units in WAC 197-11-800(1)(b)(i) (NOTE: range 4-20 units) Up to 4 dwelling units.
 2. For agricultural structures in WAC 197-11-800(1)(b)(ii) (NOTE: Range 10,000 to 30,000 square feet): Up to 12,000 square feet.
 3. For office, school, commercial, recreational, service or storage buildings in WAC 197-11-800(1)(b)(iii) NOTE: Range is 4,000 to 12,000 square feet and 20-40 parking spaces) Up to 12,000 square feet and up to 40 parking spaces.
 4. For parking lots in WAC 197-11-800(1)(b)(iv) (NOTE: Range 20-40 parking spaces): Up to 40 parking spaces.
 5. For landfills and evacuations in WAC 197-11-800(1)(b)(v) (Note: Range is 100-500 cubic yards) Up to 400 cubic yards.

- B. Whenever the City establishes new exempt levels under this section, it shall send them to the Department of Ecology, Headquarters Office, Olympia, WA 98504 under WAC 197-11-800(1)(c).

16.16.110 Integration with permit and land use decision. Under chapter 36.70B RCW, the procedure for review and processing of project permit applications shall be combined with the environmental review process, both procedural and substantive. The process under the State Environmental Policy Act (SEPA) and this chapter shall integrate the following procedures, insofar as possible, with any applicable process for decision-making on permit and land use applications:

- A. Staff review of the application under City codes and regulations and the environmental review and determination thereon;
- B. The staff report on the application, and the report or documentation concerning environmental review;
- C. Hearings and other public processes, including required public notices, required by City code or regulation, and hearings and other public processes, including public notices and appeals, required or conducted under SEPA.
- D. Such other review processes as determined by the Community Development Director.

16.16.120. Integration of SEPA with project permit decision-making. Under chapter 36.70B RCW, the procedure for review of project permit applications (as defined in RCW 36.70B.020) shall be combined with the environmental review process, both procedural and substantive.

16.16.130 Threshold determinations. This part contains the rules for deciding whether a proposal has a “probable, significant, adverse environmental impact” requiring an environmental impact statement to be prepared. This part also contains rules for evaluating the impacts of proposals not requiring an EIS. The City adopts the following sections by reference, as supplemented in this part:

WAC

- 197-11-310 Threshold determination required.
 197-11-315 Environmental Checklist.
 197-11-330 Threshold Determination Process.
 197-11-335 Additional Information.
 197-11-340 Determination of Significance (DS)
 197-11-350 Mitigated DNS.
 197-11-355 Optional DNS process.

- 197-11-360 Determination of significance (DS)(initiation of scoping)
- 197-11-390 Effect of threshold determination

16.16.140 Environmental Checklist.

A. Except as provided in subsection (4) of this section, a completed environmental checklist (or a copy), in the form provided in WAC 197-11-960, shall be filed at the same time as an application for a permit, license, certificate or other approval not specifically exempted in this chapter, except that a checklist is not needed if the City and applicant agree that an EIS is required, SEPA compliance has been completed, or SEPA compliance has been initiated by another agency. The City shall use the environmental checklist to determine the lead agency, and if the City is the lead agency, for determining the responsible official and for making the threshold determinations.

B. For private proposals, the City will require the applicant to complete the environmental checklist, providing assistance as necessary. For City proposals, the Department initiating the proposal shall complete the environmental checklist for that proposal.

C. For projects submitted as planned actions under WAC 197-11-164, the City shall use its existing environmental checklist form or may modify the environmental checklist form as provided in WAC 197-11-315. The modified environmental checklist form may be prepared and adopted along with or as part of a planned action ordinance; or developed after the ordinance is adopted. In either case, a proposed modified environmental checklist form must be sent to the Department of Ecology to allow at least a thirty-day review prior to use.

16.16.150 Timing. For those project permit applications that are not subject to chapter 36.70B RCW, the following will apply:

- A. The City will attempt to issue a threshold determination on a completed application within ninety (90) days after the application and supporting documentation are complete.
- B. A complete application for a threshold determination consists of the following information:
 1. A description of the proposed action;
 2. Site information, including site plans, vicinity maps and other information required for a land use certification or other application;
 3. The environmental checklist;
 4. Additional information/environmental checklist (WAC 197-11-335). The environmental checklist covers sixteen (16) subjects. If,

after review of the environmental checklist, it is determined that there is insufficient information to make a threshold determination, additional information will be required using any one or more of the following:

- a. The applicant will provide more information on subjects in the checklist;
 - b. The City makes its own further study;
 - c. The City will consult with other agencies, requesting information on the proposal's probable or potential impacts which lie within the other agency's jurisdiction or expertise.
- C. It is the policy of the City that adequate information must be provided before a threshold decision can be made. The City will not commence processing environmental checklists which are not complete.

16.16.160 Mitigated DNS.

- A. As provided in this section and in WAC 197-11-350, the responsible official may issue a DNS based on conditions attached to the proposal by the responsible official or on changes to, or clarifications of, the proposal made by the applicant.
- B. An applicant may request in writing early notice of whether a DS is likely under WAC 197-11-350. The request must:
1. Follow submission of a permit application and environmental checklist for a nonexempt proposal for which the department is lead agency; and
 2. Precede the City's actual threshold determination for the proposal.
- C. The responsible official should respond to the request for early notice within 21 working days. The response shall:
1. Be written;
 2. State whether the City currently considers issuance of a DS likely and if so, indicate the general or specific area(s) of concern that is/are leading the City to consider a DS; and
 3. State that the applicant may change or clarify the proposal to mitigate the indicated impacts, revising the environmental checklist and/or permit application as necessary to reflect the changes or clarifications.

D. As much as possible, the City should assist the applicant with identification of impacts to the extent necessary to formulate mitigation measures.

E. When an applicant submits a changed or clarified proposal, along with a revised or amended environmental checklist, the City shall base its threshold determination on the changed or clarified proposal and should make the determination within fifteen days of receiving the changed or clarified proposal;

1. If the City indicated specific mitigation measures in its response to the request for early notice, and the applicant changed or clarified the proposal to include those specific mitigation measures, the City shall issue and circulate a DNS under WAC 197-11-340(2).

2. If the City indicated areas of concern, but did not indicate specific mitigation measures that would allow it to issue a DNS, the City shall make the threshold determination, issuing a DNS or DS as appropriate.

3. The applicant's proposed mitigation measures (clarifications, changes or conditions) must be in writing and must be specific. For example, proposals to "control noise" or "prevent storm water runoff" are inadequate, whereas proposals to "muffle machinery to X decibel" or "construct 200-foot storm water retention pond at Y location" are adequate.

4. Mitigation measures which justify issuance of a mitigated DNS may be incorporated in the DNS by reference to agency staff reports, studies or other documents.

F. **The City may use Option 1 or Option 2 in this section.** **Option 1:** A mitigated DNS is issued under WAC 197-11-340(2), requiring a fourteen-day comment period and public notice. **Option 2:** A mitigated DNS is issued under either WAC 197-11-340(2), requiring a fourteen-day comment period and public notice, or WAC 197-11-355, which may require no additional comment period beyond the comment period on the notice of application.

H. Mitigation measures incorporated in the mitigated DNS shall be deemed conditions of approval of the permit decision and may be enforced in the same manner as any term or condition of the permit, or enforced in any manner specifically prescribed by the City.

I. If the City’s tentative decision on a permit or approval does not include mitigation measures that were incorporated in a mitigated DNS for the proposal, the City should evaluate the threshold determination to assure consistency with WAC 197-11-340(3)(a) (withdrawal of DNS).

J. The City’s written response under subsection (B) of this section shall not be construed as a determination of significance. In addition, preliminary discussion of clarifications or changes to a proposal, as opposed to a written request for early notice, shall not bind the City to consider the clarifications or changes in its threshold determination.

16.16.170 Environmental Impact Statement. This part contains the rules for preparing environmental impact statements. The City adopts the following sections by reference, as supplemented by this part:

WAC

197-11-400	Purpose of EIS
197-11-402	General Requirements
197-11-405	EIS types
197-11-406	EIS timing
197-11-408	Scoping
197-11-410	Expanded Scoping (Optional)
197-11-420	EIS preparation
197-11-425	Style and Size
197-11-430	Format
197-11-435	Cover letter or memo
197-11-440	EIS contents
197-11-442	Contents of EIS on nonproject proposals
197-11-443	EIS contents when prior nonproject EIS
197-11-444	Relationship of EIS to other considerations
197-11-450	Cost-benefit analysis
197-11-455	Issuance of DEIS
197-11-460	Issuance of FEIS

16.16.180 Preparation of EIS – Additional Considerations.

A. **Amendments to the Comprehensive Plan and Development Regulations.** The proportionate cost of preparation of any draft and final EIS (DEIS and FEIS) for an amendment to the comprehensive plan or development regulations shall be the responsibility of the individual applicant(s). The DEIS and FEIS shall be prepared by the City staff or by a consultant selected by the City.

B. **Project Permit Applications.** The cost of preparation of any draft and final EIS (DEIS and FEIS) for a project permit application (as defined

in RCW 36.70B.020) shall be the responsibility of the individual applicant. Preparation of the DEIS and FEIS is the responsibility of the applicant.

C. **Other Action.** When there is no project permit or other application, the Community Development Manager shall have the discretion to determine the responsibility for preparation of the EIS. If the responsible official requires an EIS for a proposal and determines that someone other than the City will prepare the EIS, the responsible official shall notify the applicant immediately after completion of the threshold determination.

D. **All Circumstances.** Whenever a draft or final EIS (DEIS or FEIS) is required, it shall be prepared under the direction of the responsible official.

E. **Additional Information.** The City may require an applicant to provide information the City does not possess, including specific investigations. However, the applicant is not required to supply information that is not required under this chapter or that is being requested from another agency. However, this does not apply to information the City may request under another ordinance or statute.

F. **Completion date.** Subject to delays caused by the applicant’s failure to provide information requested by the City and other delays beyond the City’s control, an EIS will be completed within one (1) year of the date of the declaration of significance, unless an appeal is filed or the City and applicant agree in writing to a different estimated time period for completion of the EIS.

16.16.190 Additional elements to be covered by EIS. The following additional elements are part of the environment for the purpose of EIS content, but do not add to the criteria for threshold determinations or perform any other function or purpose under this chapter: economy; social policy analysis and cost-benefit analysis.

16.16.200 Adoption by reference. This part contains rules for consulting, commenting and responding on all environmental documents under SEPA, including rules for public notice and hearings. The City adopts the following sections by reference, as supplemented by this part:

WAC

- 197-11-500 Purpose of this part
- 197-11-502 Inviting comment
- 197-11-504 Availability and cost of environmental documents
- 197-11-508 SEPA register
- 197-11-510 Public notice

197-11-535	Public hearings and meetings
197-11-545	Effect of no comment
197-11-550	Specificity of comments
197-11-560	FEIS response to comments
197-11-570	Consulted agency costs to assist lead agency

16.16.210 Public notice.

A. Whenever the City issues a DNS under WAC 197-11-340(2) or a DS under WAC 197-11-360(3), the City shall give public notice as follows:

1. If public notice is required for a nonexempt license, the notice shall state whether a DS or DNS has been issued and when comments are due;
2. If no public notice is required for the permit or approval, the City shall give notice of the DNS or DS by
 - a. Posting the property, for a site-specific proposal;
 - b. Publishing notice in a newspaper of general circulation in the county, city or general area where the proposal is located;
 - c. Notification to adjacent property owners within 300 feet of the exterior property lines of the applicant's property.

B. When the City issues a DS under WAC 197-11-360(3), the City shall state the scoping procedure for the proposal in the DS as required in WAC 197-11-408 and in the public notice.

C. Whenever the City issues a DEIS under WAC 197-11-455(5) or a SEIS under WAC 197-11-620, notice of the availability of those documents shall be given by:

1. Indicating the availability of the DEIS in any public notice required for a nonexempt license; and **[use at least one of the following]:**
 - a. Posting the property, for site-specific proposals;
 - b. Publishing notice in a newspaper of general circulation in the County, City or general area where the proposal is located;
 - c. Notification to adjacent property owners within 300 feet of the exterior property lines of the applicant's property.

D. Whenever possible, the City shall integrate the public notice required under this Section with existing notice procedures for the City's nonexempt permit(s) or approval(s) required for the proposal.

E. The City may require an applicant to complete the public notice requirements for the applicant's proposal at his/her expense.

16.16.220 Designation of official to perform consulted agency responsibilities for the City.

A. The Community Development Manager shall be responsible for preparation of written comments for the City in response to a consultation required prior to a threshold determination, participation in scoping, and reviewing a DEIS.

B. The Community Development Manager shall be responsible for the City's compliance with WAC 197-11-440 whenever the City is a consulted agency and is authorized to develop operating procedures that will ensure that responses to consultation requests are prepared in a timely fashion and include data from all appropriate departments of the City.

16.16.230 Using Existing Environmental Documents. This part contains rules for using and supplementing existing environmental documents prepared under SEPA or National Environmental Policy Act (NEPA) for the City's own environmental compliance. The City adopts the following sections by reference:

WAC

- 197-11-600 When to use existing environmental documents
- 197-11-610 Use of NEPA documents
- 197-11-620 Supplemental environmental impact statement – procedures
- 197-11-625 Addenda – procedures
- 197-11-630 Adoption – procedures
- 197-11-635 Incorporation by reference – procedures
- 197-11-640 Combining documents

16.16.240 SEPA and Agency Decisions. This part contains rules (and policies) for SEPA's substantive authority, such as decisions to mitigate or reject proposals as a result of SEPA. This part also contains procedures for appealing SEPA determinations to agencies or the courts. The City adopts the following sections by reference:

WAC

- 197-11-650 Purpose of this part

197-11-655	Implementation
197-11-660	Substantive authority and mitigation
197-11-680	Appeals

16.16.250 Substantive authority.

A. The policies and goals set forth in this ordinance are supplementary to those in the existing authorization of the City.

B. The City may attach conditions to a permit or approval for a proposal, so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and
2. Such conditions are in writing; and
3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
4. The City has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
5. Such conditions are based on one or more policies in subsection (D) of this section and cited in the license or other decision document.

C. The City may deny a permit or approval for a proposal on the basis of SEPA so long as:

1. A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter; and
2. A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact; and
3. The denial is based on one or more policies identified in writing the decision document.

D. The City designates and adopts by reference the following policies as the basis for the City's exercise of authority pursuant to this section:

1. The City shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:
 - a. fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
 - b. assure for all people of Washington safe, healthful, productive and aesthetically and culturally pleasing surroundings;
 - c. attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
 - d. preserve important historic, cultural and natural aspects of our national heritage;
 - e. maintain, wherever possible, an environment which supports diversity and variety of individual choice;
 - f. achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
 - g. enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources;
2. The City recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.
3. The City adopts by reference the policies in the following City codes, ordinances, resolutions and plans, as they now exist or may hereafter be amended, as a possible basis for the exercise of substantive SEPA authority in the conditioning or denying of proposals:
 - a. Chapter 43.21C RCW – State Environmental Policy Act.
 - b. Title 5 of the PMC Business Licenses and Regulations.
 - c. Title 6 of the PMC – Animals.
 - d. Title 8 of the PMC – Health and Safety.
 - e. Title 10 of the PMC -- Vehicles and Traffic.
 - f. Title 13 of the PMC -- Streets and Sidewalks.
 - g. Title 14 of the PMC -- Water and Sewers.

- h. Title 17 of the PMC – Buildings and Construction.
- i. Title 19 of the PMC – Subdivisions.
- j. Title 20 of the PMC – Zoning.
- k. Chapters 16.18, 16.20, 16.22, 16.24, 16.26, & 16.28 of the PMC – Administration of Development Regulations.
- l. The City of Pacific’s Comprehensive Plan.
- m. The City of Pacific’s Shoreline Master Program.
- n. The City’s Six Year Road Program.
- o. The City’s Comprehensive Water Plan.
- p. The City’s Comprehensive Sewer Plan.
- q. Title 23 of the PMC – Critical Areas.
- r. City’s Public Works Standards.
- s. City’s Storm Water Management Ordinance.
- t.. Auburn School District #408 Capital Facilities Plan;

4. The City establishes the following additional policies:

- A. **Schools.** In order to ensure that adequate school facilities are available to serve new growth and development, as well as to ensure that such new growth and development provides mitigation for direct impacts on school facilities identified by the school district as a consequence of proposed development, the City may impose school mitigation fees, all as provided in RCW 82.02.020.
- B. **Police.** In order to ensure that the City’s acceptable level of service for police response is not diminished as a result of new growth and development and to ensure that new growth and development provides mitigation for the direct impacts on the City’s Police Department that are identified by the City as a consequence of proposed development, the City may impose Police and Emergency Response mitigation fees, all as provided in RCW 82.02.020.
- C. **Other City Services.** In order so that the City’s acceptable level of service to citizens for all other government services and utilities is not diminished as a result of new growth and development, the City may impose mitigation fees, all as provided in RCW 82.02.020 for parks and general governmental buildings.
- D. **Transportation.** In order to ensure that adequate transportation facilities are available to serve new growth and development, as well as to ensure that such new growth and development provides mitigation for direct impacts on transportation facilities identified by the City as a consequence of proposed development, the City

may impose transportation mitigation fees, all as provided in RCW 82.02.020.

16.16.260 Appeals.

The City establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-110-680:

A. Appealable Decisions.

1. Only the following decisions may be administratively appealed under this chapter: (a) Final threshold determination; (2) mitigation or failure to mitigate in the SEPA decision; (3) Final EIS; and (4) project denials.
2. If the City does not provide for a hearing or appeal on the underlying action/permit, then the SEPA administrative appeal on the decisions listed in Subsection 19.04.260(A)(1) above shall be the only hearing and appeal allowed on the underlying action/permit.

B. Notice of Decision

1. In the Notice of Decision issued by the City and for every decision for which an appeal is available in this Section, the SEPA Responsible Official shall give official notice of the date and place for commencing an appeal. The notice shall include:
 - a. Notice that the SEPA issues must be appealed within the time limit set by statute or ordinance for appealing the underlying governmental action;
 - b. The time limit for commencing the appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit;
 - c. Where the appeal may be filed.
2. Written notice shall be provided to the applicant, all parties to any administrative appeal and all persons who have requested notice of decisions concerning the project. Such notice may be appended to the permit, the decision documents, the SEPA compliance documents or may be printed separately.

C. Timing of Appeal. The appeal shall take place prior to the City's final decision on a proposed action. However, the SEPA open record

appeal hearing may be consolidated with any other hearing on the underlying permit or action.

D. Number of Appeals: Only one administrative appeal to the City is allowed of the decisions listed in Subsection 16.16.260(A) above.

E. Consolidated Appeals. If the underlying action/permit requires a hearing, any SEPA appeal shall be consolidated with the hearing or appeal of the underlying action/permit into one simultaneous hearing, with the exception of the following:

1. An appeal of a determination of significance (DS);
2. An appeal of a procedural determination made by the City when the City is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit. Subsequent appeals of substantive determinations by an agency with jurisdiction over the proposed project shall be allowed under the SEPA appeal procedures of the agency with jurisdiction;
3. An appeal of a procedural determination made by the City on a nonproject action; and
4. An appeal to the City Council under RCW 43.21C.060.

F. Timing of Appeal.

1. *SEPA Decision issues at the same time as underlying action*. An appeal of a SEPA decision that issued at the same time as the decision on a project action shall be filed within fourteen days (14) days after issuance of a Notice of Decision (or RCW 36.70B.130), or after notice that a decision has been made and is appealable.
2. *SEPA Decision allows Public Comment*. For a DNS or MDNS for which public comment is required (under this chapter) the appeal period shall be extended for an additional seven days.
3. *SEPA Threshold Decision issues prior to decision on underlying action*. An appeal of a threshold decision issued prior to a decision on a project action shall be filed within fourteen (14) days after notice that the decision has been made and is appealable.

G. Consideration of SEPA Responsible Official's Decision. Procedural determinations made by the SEPA Responsible Official shall be entitled to substantial weight by the hearing examiner or city council in an appeal.

H. Administrative Record. An administrative record of the appeal must be provided, and the record shall consist of the following:

- a. Findings and conclusions;
- b. Testimony under oath; and
- c. A taped or written transcript. [The City may require that the appellant provide an electronic transcript.]

I. Exhaustion of Administrative Remedies. The City's administrative appeal procedure must be used before anyone may initiate judicial review of any SEPA issue for which the City allows an appeal in this Section.

J. Content of Appeal. Every appeal must be in writing, and must include the following:

1. The applicable appeal fee, as established by Resolution of the City Council;
2. Appellant's name, address and phone number;
3. A statement describing the appellant's standing, or why the appellant believes that he or she is aggrieved by the decision appealed from;
4. Identification of the application and decision which is the subject of the appeal;
5. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;
6. The specific relief sought;
7. A statement that the appellant has read the appeal and believes the content to be true, followed by the appellant's signature.

K. Timeliness of Appeals. On receipt of a written notice of appeal, the SEPA Responsible Official shall forward the appeal to the hearing examiner or city council (whichever is the hearing officer/body on the appeal), who shall determine whether the appeal is timely prior to the scheduling of any appeal hearing or consolidated open record hearing on an underlying project permit. A written decision will issue if the appeal is untimely and the appeal will not proceed.

L. Hearing Examiner Appeals.

1. *Jurisdiction*. All administrative appeals relating to project permit applications or any type of quasi-judicial or ministerial development applications that are not appealable to the City

Council (pursuant to PMC 2.06.070 shall be heard by the Hearing Examiner.

2. *Hearing.* The Hearing Examiner shall hold an open record public hearing on the appeal.
3. *Date for Issuance of Decision.* The hearing examiner shall issue a decision on the appeal within the time period set forth in PMC 2.06.070, unless a longer period is agreed to in writing by the applicant and hearing examiner.
4. *Appeals of Hearing Examiner's Decision.* The hearing examiner's decision on the timeliness of an appeal within his/her jurisdiction, and any other appeals allowed under this subsection within his/her jurisdiction shall be the final decision of the City. The hearing examiner's decision shall state that any appeal of the final decision shall be filed in ~~or~~, King County Superior Court, depending on the location of the property,(pursuant to chapter 36.70C RCW), or the Shorelines Hearings Board, if applicable.

M. City Council Appeals.

1. *Jurisdiction.* The City Council shall hear all administrative appeals relating to legislative actions and applications.
2. *Hearing.* For all legislative actions and applications, the City Council shall hold a public hearing.. For any SEPA appeals relating to applications for which the City Council has jurisdiction (pursuant to PMC 16.18.010), the City Council shall consider the appeal during the public hearing and issue a final decision. .
3. *Record on Appeal.* The evidence and testimony received by the Council in a SEPA appeal shall be presented in a public hearing .
4. *Appeals of City Council's Decision.* The City Council's decision on the timeliness of an appeal within its jurisdiction and any other appeals allowed under this subsection within its jurisdiction shall be the final decision of the City. The City Council's decision shall state that any appeal of the final decision may be filed in King County Superior Court or Pierce County Superior Court within 21 days (if applicable) or within 60 days to the Growth Management Hearings Board, pursuant to RCW 36.70A.290(2).

N. Judicial Appeals.

1. When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA and those which do not. This Section and RCW 43.21C.075 establish the time limits for raising SEPA issues, but existing statutes of limitation control the appeal of non-SEPA issues.

2. Appeals of the City’s final decision shall be filed in superior court (or the Growth Management Hearings Board), but appellants must follow RCW 43.21C.075(6)(c), which provides that “judicial review under chapter 43.21C RCW shall without exception be of the governmental action together with its accompanying environmental determinations,” which contemplates a single lawsuit.

16.16.260 Notice/statute of limitations.

A. The City, applicant for, or proponent of an action may publish a notice of action pursuant to RCW 43.21C.080 for any action.

B. The form of the notice shall be substantially in the form provided by WAC 197-11-990. The notice shall be published by the City Clerk or County Auditor, applicant or proponent, pursuant to RCW 43.21C.080.

16.16.270 Agency Compliance. This part contains rules for agency compliance with SEPA, including rules for charging fees under the SEPA process, designating categorical exemptions that do not apply within critical areas, listing agencies with environmental expertise, selecting the lead agency and applying these rules to current agency activities. The City adopts the following sections by reference:

WAC	
197-11-900	Purpose of this part.
197-11-902	Agency SEPA policies.
197-11-916	Application to ongoing actions.
197-11-920	Agencies with environmental expertise.
197-11-922	Lead agency rules.
197-11-924	Determining the lead agency.
197-11-926	Lead agency for governmental proposals.
197-11-928	Lead agency for public and private proposals.
197-11-930	Lead agency for private projects with one agency with jurisdiction.
197-11-932	Lead agency for private projects requiring licenses from more than one agency, when one of the agencies is a county/city.

197-11-934	Lead agency for private projects requiring licenses from a local agency, not a county/city, and one or more state agencies.
197-11-936	Lead agency for private projects requiring licenses from more than one state agency.
197-11-938	Lead agencies for specific proposals.
197-11-940	Transfer of lead agency status to a state agency.
197-11-942	Agreements on lead agency status.
197-11-944	Agreements on division of lead agency duties.
197-11-946	DOE resolution of lead agency disputes.
197-11-948	Assumption of lead agency status.

16.16.280. Critical Areas.

A. The City has selected certain categorical exemptions that will not apply in one or more critical areas identified in the critical areas ordinances required under RCW 36.70A.060. For each critical area listed below, the exemptions within WAC 197-11-800 that are not applicable for that area are:

1. Chapter 23.20 Wetlands
WAC 197-11-800 (1)
2. Chapter 23.60 Habitat Conservation Areas
WAC 197-11-800 (1)

B. The scope of environmental review of actions within these areas shall be limited to:

1. Documenting whether the proposal is consistent with the requirements of the critical areas ordinance; and
2. Evaluating potentially significant impacts on the critical area resources not adequately addressed by GMA planning documents and development regulations, if any, including any additional mitigation measures needed to protect the critical areas in order to achieve consistency with SEPA and with other applicable environmental review laws.

C. All categorical exemptions not listed in subsection (1) of this section apply whether or not the proposal will be located in a critical area.

16.16.290. Fees.

- A. The City shall require the fees from the applicant for the following activities, in accordance with the provisions of this chapter:
1. Threshold determination: For every environmental checklist, the City will review when it is lead agency, and the City shall collect a fee from the proponent of the proposal prior to undertaking the threshold determination. The time periods provided in this Chapter shall not begin to run until payment of the fee.
 2. Environmental impact statement.
 - a. When the City is the lead agency for a proposal requiring an EIS and the responsible official determines that the EIS shall be prepared by employees of the city, the city may charge and collect a reasonable fee from any applicant to cover the costs incurred by the city in preparing the EIS. The responsible official shall advise the applicant of the projected costs for the EIS prior to actual preparation; the applicant shall post bond or otherwise ensure payment of such costs.
 - b. The responsible official may determine that the city will contract directly with a consultant for preparation of an EIS or a portion of the EIS, for activities initiated by some person or entity other than the City and may bill such costs and expenses directly to the applicant. The City may require the applicant to post bond or otherwise ensure payment of such costs. Such consultants shall be selected after input from the applicant, after a call for proposals. The City shall have the final decision on the selection of the consultant.
 - c. If a proposal is modified so that an EIS is no longer required, the responsible official shall refund any fees collected under (a) or (b) of this subsection which remain after incurred costs are paid.
 3. The City may collect a reasonable fee from an applicant to cover the cost of meeting the public notice requirements of this chapter relating to the applicant's proposal.
 4. The City shall not collect a fee for performing its duties as a consulted agency.

5. The City may charge any person for copies of any document prepared under this chapter, and for mailing the document, in a manner provided by the City’s resolution on public records disclosure.

16.16.300 Adoption by reference. The City adopts the following forms and sections by reference:

WAC

- 197-11-960 Environmental checklist
- 197-11-965 Adoption notice
- 197-11-970 Determination of nonsignificance (DNS)
- 197-11-980 Determination of significance and scoping notice (DS)
- 197-11-985 Notice of assumption of lead agency status
- 197-11-990 Notice of action

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Pacific City Council this ____th day of _____, 2014.

CITY OF PACIFIC

MAYOR, Leanne Guier

ATTEST/AUTHENTICATED:

By: _____
CITY CLERK, Amy Stevenson-Ness

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY, Carol Morris

FIRST READING:
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:

DRAFT

**Agenda Bill No. 14-172**

TO: Mayor Guier and City Council Members
FROM:
MEETING DATE: October 20, 2014
SUBJECT: Establishment of Chief of Police Position

ATTACHMENTS: Ordinance 2014 – 1880

Previous Council Review Date: N/A

Summary: In 2000, the City Council repealed Pacific Municipal Code (PMC) sections authorizing employment of a Fire Chief and a commissioned Chief of Police, and adopted PMC Chapter 2.26, which authorizes employment of a civilian Public Safety Director as a cost-saving measure. Based on current circumstances, which include the Police Department's desire for more commissioned command personnel, reestablishment of the commissioned Chief of Police position as the executive leader of the Pacific Police Department is presented for the Council's consideration.

Hiring into the Chief of Police position will be subject to state law requirements, including RCW 35.21.333 and RCW 35.21.334. The Chief of Police position is also a Civil Service position pursuant to PMC 2.64.010, therefore, hiring will be subject to the City of Pacific Civil Service Commission's rules and regulations. Pursuant to PMC 2.92.020, the mayor will have the power of appointment subject to applicable civil service rules. If this ordinance is adopted, staff will request that the Civil Service Commission follow its normal process for certifying candidates for a law enforcement vacancy. The Public Safety Director position will be discontinued once the Chief of Police position is filled, and an ordinance repealing Chapter 2.26 will be presented to the Council at that time. Salary for the Chief of Police position will be presented for the Council's consideration as part of the 2015 budget and is anticipated to be less than the current Public Safety Director position.

Recommendation/Action: Staff recommends Council approve Ordinance No. 2014-1880

Motion for Consideration: Move to approve Ordinance No.2014 – 1880, AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, ESTABLISHING THE POSITION OF CHIEF OF POLICE AND ADOPTING PACIFIC MUNICIPAL CODE SECTIONS 2.28.020 AND 2.28.030 AUTHORIZING EMPLOYMENT OF A CHIEF OF POLICE AND REQUIRING THE CHIEF OF POLICE TO POST A BOND AND TAKE AN OATH OF OFFICE.

Budget Impact:

Alternatives:

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2014-1880

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
ESTABLISHING THE POSITION OF CHIEF OF POLICE AND
ADOPTING PACIFIC MUNICIPAL CODE SECTIONS 2.28.020 AND
2.28.030 AUTHORIZING EMPLOYMENT OF A CHIEF OF POLICE
AND REQUIRING THE CHIEF OF POLICE TO POST A BOND AND
TAKE AN OATH OF OFFICE.

WHEREAS, the City Council of the City of Pacific previously authorized employment of a commissioned Chief of Police in Pacific Municipal Code Section 2.28.020; and

WHEREAS, in 2000, the City Council repealed Section 2.28.020 and created the civilian Public Safety Director position in Pacific Municipal Code Chapter 2.26; and

WHEREAS, the City of Pacific desires to reestablish the commissioned Chief of Police position and discontinue the civilian Public Safety Director position; and

WHEREAS, pursuant to Pacific Municipal Code Section 2.64.010, the Chief of Police position will be covered by the Civil Service Commission; and

WHEREAS, RCW 35A.12.080 requires that the chief of police post a bond; Now, Therefore,

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

Section 1. Subsection 2.28.020 of the Pacific Municipal Code is hereby adopted to read as follows:

2.28.020 Chief of police.

- A. The position of chief of police is hereby established as a paid position within the city. The chief of police shall be the executive head of the police department and a commissioned law enforcement officer.
- B. The mayor shall appoint the chief of police, subject to applicable civil service rules and regulations and any applicable general statutes including RCW 35.21.333 and RCW 35.21.334.
- C. The chief of police shall receive compensation in an amount fixed by the city council in the annual budget ordinance.

D. The chief of police shall have all of the powers granted and duties imposed by state law and city ordinances, now existing or hereinafter adopted, and shall perform such additional duties assigned by the mayor.

Section 2. Subsection 2.28.030 of the Pacific Municipal Code is hereby adopted to read as follows:

2.28.030 Chief of police – bond and oath.

The person appointed to fill the office of chief of police shall qualify before entering upon the duties of the office by furnishing an official bond in the amount of \$5,000 at the expense of the city, and by filing with the county auditor an oath to support the governments of the United States of America, the state of Washington and the city of Pacific, and to faithfully perform the duties of chief of police.

Section 3. Once an appointment has been made to the Chief of Police position, the Public Safety Director position will be discontinued and an ordinance repealing PMC Chapter 2.26 will be presented to the Council at its next regular meeting or as soon as practicable thereafter.

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

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

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

PASSED by the City Council of Pacific this ___nd day of ____, 2014.

Mayor

AUTHENTICATED:

City Clerk.

APPROVED AS TO FORM:

Sofia Mabee, City Attorney

PUBLISHED:

EFFECTIVE DATE:



Agenda Bill No. 14-173

TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, City Administrator
MEETING DATE: October 20, 2014
SUBJECT: A Resolution setting the date for public hearings to receive public input on the City of Pacific's final budget for 2015.

ATTACHMENTS:

- Resolution No. 2014-210

Previous Council Review Date: N/A

Summary: By RCW 35.33.061 and RCW 35A.33.057, two budget hearings must be scheduled to receive public input on the final 2015 City of Pacific budget. The dates of the hearings are November 10 at approximately 6:30 p.m. and December 1 at approximately 6:30 p.m.

Recommendation/Action: Set the public hearings to receive public testimony as required by RCW 35.33.061.

Motion for Consideration: I move to adopt Resolution No. 2014-210, setting two public hearings, November 10, 2014 at approximately 6:30 p.m. and December 1, 2014, at approximately 6:30 p.m., to receive public testimony regarding the City of Pacific's final budget for 2015.

Budget Impact: Cost of publication, approximately \$220.00

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 -210

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, relating to the City's final budget for 2015, setting the time and place for public hearings and to take public testimony on the same for November 10, 2014 at 6:30 PM and December 1, 2014 at 6:30 PM in the City of Pacific Council Chambers.

WHEREAS, RCW 35A.33.057 requires the legislative body of each city and town, to hold two public hearings on the final coming year's budget;

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

Section 1. The public hearings on the City's final budget for 2015 are hereby set for Monday, November 10, 2014, and December 1, 2014, at approximately 6:30 p.m. at the Pacific City Hall, to allow the City Council of the City of Pacific to take public testimony. Any taxpayer may appear at these hearings and be heard for or against any part of the budget.

Section 2. The preliminary budget for 2015 has been filed with the City Clerk, and a copy will be furnished to any taxpayer requesting the same.

Section 3. The Clerk of the City of Pacific shall publish a notice once each week for two consecutive weeks with this information in the official newspaper of the City.

ADOPTED BY THE CITY COUNCIL this 27th day of October, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 14-174

TO: Mayor Guier and City Council Members

FROM: Richard A. Gould, City Administrator

MEETING DATE: October 20, 2014

SUBJECT: Motion to approve the 2014 third quarter financial reports

ATTACHMENTS: 2014 Third Quarter Financial Reports, which include two cash flow reports (one with beginning balances and one without) and the Third Quarter Summary Financial Report. Also included is a narrative for the Third quarter reports.

Previous Council Review Date:

Summary: The Finance Committee will meet with staff on Tuesday, October 21st, to discuss the 2014 third quarter financial reports. They will review the report and bring any comments or recommended changes to the Council at next week's meeting on the 27th. Staff will also review these reports with the Mayor and City Administrator during the week.

Recommendation/Action: Staff recommends that the City Council approve the 2014 third quarter financial reports.

Motion for Consideration: "I move to approve 2014 third Quarter Financial Reports as reviewed by the Finance Committee."

Budget Impact: N/A

Alternatives: N/A

2014 FUND TOTALS

City Of Pacific
MCAG #: 0423

Time: 14:54:37 Date: 10/13/2014

January To September

Page: 1

REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	258,943.25	326,699.21	260,668.28	371,547.73	590,630.39	273,512.24	330,987.19	227,499.41	145,452.20	0.00	0.00	0.00	2,785,939.90	3,737,269.00	75%
098 General Fund Equipment Reserve	12,502.71	12,503.01	12,504.41	12,504.63	12,502.70	12,502.92	36,670.76	11,669.72	11,668.95	0.00	0.00	0.00	135,029.81	155,025.00	87%
099 General Fund Cumulative Reserv	8.59	7.38	8.79	7.83	7.26	6.54	7.55	5.82	5.61	0.00	0.00	0.00	65.37	125.00	52%
101 Street	19,496.27	25,069.28	21,035.73	19,513.35	21,286.27	22,377.32	22,056.72	21,566.72	22,469.51	0.00	0.00	0.00	194,871.17	497,775.00	39%
107 Tourism	5.20	4.46	5.32	4.74	220.85	930.07	939.22	1,841.34	2,518.08	0.00	0.00	0.00	6,469.28	7,022.00	92%
206 LID 3 Redemption	5,693.56	2,680.08	37,705.82	33,480.25	47,547.02	6,079.47	15,803.07	20.25	820.20	0.00	0.00	0.00	149,829.72	337,625.00	44%
207 LID 3 Reserve	0.06	0.06	0.07	0.06	0.05	0.05	0.06	0.04	0.04	0.00	0.00	0.00	0.49	1.20	41%
208 2000 Fire GO Bond	8.05	6.92	8.24	7.34	6.81	6.13	7.08	5.46	5.26	0.00	0.00	0.00	61.29	150.00	41%
300 Municipal Capital Improvements	21.36	18.35	631.68	9,514.80	5,452.22	4,609.78	1,730.84	16,723.41	11,227.67	0.00	0.00	0.00	49,930.11	145,250.00	34%
301 Stewart/8th St Corridor	9,344.82	5,009.00	5,539.30	5,809.61	5,009.34	5,008.40	49,250.68	5,008.18	5,008.18	0.00	0.00	0.00	94,987.51	210,075.00	45%
305 Parks Capital Improvement	5,254.62	4,197.26	4,643.87	4,694.41	5,964.00	4,270.90	5,626.53	5,453.78	7,468.67	0.00	0.00	0.00	47,574.04	121,250.00	39%
308 Valentine Road Project	18,346.69	18,345.78	18,349.35	18,347.86	18,347.40	18,346.61	18,348.03	318,343.33	18,356.71	0.00	0.00	0.00	465,131.76	8,420,500.00	6%
310 Stewart/Thornton Ave Rd Projec	11.78	9.99	11.89	7.27	6.44	0.00	758,179.60	899.88	120,222.81	0.00	0.00	0.00	879,349.66	5,110,018.00	17%
333 Fire Capital Improvement	989.90	3.41	497.06	496.65	3,286.41	3.23	1,482.73	2.94	1,114.33	0.00	0.00	0.00	7,876.66	11,000.00	72%
401 Water	76,107.45	65,482.03	97,110.02	76,056.44	85,781.24	83,522.73	89,106.46	103,395.70	120,153.12	0.00	0.00	0.00	796,715.19	1,042,452.41	76%
402 Sewer	132,715.36	110,053.04	166,318.56	128,605.88	185,853.06	150,621.13	175,324.11	159,042.02	182,370.50	0.00	0.00	0.00	1,390,903.66	1,933,788.25	72%
403 Garbage	6,334.96	1,351.46	17.88	15.92	14.77	13.30	15.33	11.68	11.26	0.00	0.00	0.00	7,786.56	19,000.00	41%
406 Water Capital Improvement	10,054.24	45.85	5,131.86	5,115.92	28,694.44	41.77	15,147.47	92.22	49,350.01	0.00	0.00	0.00	113,673.78	118,315.00	96%
408 Sewer Cumulative Fund	4,034.01	29.31	2,034.73	30.92	28.55	25.57	6,029.40	22.92	4,021.89	0.00	0.00	0.00	16,257.30	19,030.00	85%
409 Storm	42,356.76	42,015.39	50,916.11	58,743.17	62,184.66	57,187.82	60,574.81	58,162.27	58,164.69	0.00	0.00	0.00	490,305.68	848,125.00	58%
410 Stormwater Facility Fund	905.86	5.08	456.05	455.42	2,705.05	4.68	1,355.40	4.22	4.07	0.00	0.00	0.00	5,895.83	9,200.00	64%
411 Pierce County Water Area	11.50	9.79	11.54	10.18	9.36	8.35	9.55	7.36	6.96	0.00	0.00	0.00	84.59	25,050.00	0%
499 Utilities Equipment Reserve	9.20	7.90	8.41	7.49	7.02	5.67	6.58	5.06	93,751.66	0.00	0.00	0.00	93,808.99	125,125.00	75%
601 Customer Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
630 Developer Deposit	1,400.00	0.00	2,250.00	2,520.00	2,400.00	4,120.00	250.00	3,700.00	1,150.00	0.00	0.00	0.00	17,790.00	24,970.00	71%
640 Algona Court	12,792.73	9,621.72	17,250.68	12,769.69	10,274.48	9,985.72	10,841.19	11,456.83	16,812.32	0.00	0.00	0.00	111,805.36	180,000.00	62%
800 Payroll EE Benefit Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
	617,348.93	623,175.76	703,115.65	760,267.56	1,088,219.79	653,190.40	1,599,750.36	944,940.56	872,134.70	0.00	0.00	0.00	7,862,143.71	23,098,140.86	34%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	451,208.69	302,332.48	388,075.43	290,267.29	316,661.61	344,036.80	357,642.93	243,918.76	192,569.60	0.00	0.00	0.00	2,886,713.59	3,892,110.31	74%
098 General Fund Equipment Reserve	0.00	0.00	440.19	41,907.31	2,450.86	0.00	1,760.19	64,465.70	13,329.44	0.00	0.00	0.00	124,353.69	165,000.00	75%
099 General Fund Cumulative Reserv	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
101 Street	29,700.76	19,422.02	18,586.13	26,902.35	45,799.25	18,181.82	33,975.91	-1,584.67	33,904.48	0.00	0.00	0.00	224,888.05	649,205.00	35%
107 Tourism	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0%
206 LID 3 Redemption	1,480.16	7,800.41	-9,280.57	3,040.06	0.00	0.00	0.00	-2,275.31	0.00	0.00	0.00	0.00	764.75	9,000.00	8%
207 LID 3 Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
208 2000 Fire GO Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
300 Municipal Capital Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
301 Stewart/8th St Corridor	5,079.15	1,547.09	2,301.86	3,297.58	5,298.08	11,317.12	21,467.60	3,154.25	74,709.36	0.00	0.00	0.00	128,172.09	175,000.00	73%
305 Parks Capital Improvement	2,758.05	1,989.71	3,000.00	500.00	122,380.32	10,027.95	799.10	415.85	3,501.76	0.00	0.00	0.00	145,372.74	145,800.00	100%
308 Valentine Road Project	834.00	0.00	13,803.25	7,505.75	5,552.80	29,847.43	30,789.65	6,748.41	65,186.08	0.00	0.00	0.00	160,267.37	8,300,000.00	2%
310 Stewart/Thornton Ave Rd Projec	2,467.50	0.00	57,205.50	5,691.04	754,342.34	-247,892.10	0.00	82,147.54	0.00	0.00	0.00	0.00	653,961.82	5,339,000.00	12%
333 Fire Capital Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
401 Water	70,110.29	55,011.68	44,756.51	56,663.19	65,070.15	47,195.27	51,910.65	35,262.27	274,033.10	0.00	0.00	0.00	700,013.11	1,030,663.20	68%
402 Sewer	43,374.12	140,824.79	143,512.49	146,944.54	169,472.93	143,478.20	142,559.73	121,149.38	163,039.15	0.00	0.00	0.00	1,214,355.33	1,752,655.95	69%
403 Garbage	72.48	-8.62	48.22	0.00	0.00	5.05	3,233.00	0.00	0.00	0.00	0.00	0.00	3,350.13	7,000.00	48%

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EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
406 Water Capital Improvement	23,961.68	19,166.67	19,166.67	19,166.67	19,166.67	19,166.67	19,166.67	19,166.67	21,181.69	0.00	0.00	0.00	179,310.06	805,000.00	22%
408 Sewer Cumulative Fund	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00	0.00	22,500.00	105,000.00	21%
409 Storm	35,040.67	66,063.28	36,543.71	44,254.05	45,465.19	24,490.74	40,975.29	2,320.95	60,829.70	0.00	0.00	0.00	355,983.58	546,612.01	65%
410 Stormwater Facility Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0%
411 Pierce County Water Area	1,666.67	1,662.92	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	0.00	0.00	0.00	14,996.28	195,000.00	8%
499 Utilities Equipment Reserve	0.00	14,999.19	0.00	0.00	12,000.00	0.00	0.00	77,685.79	0.00	0.00	0.00	0.00	104,684.98	110,000.00	95%
601 Customer Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
630 Developer Deposit	1,145.00	0.00	0.00	250.00	750.00	250.00	314.38	0.00	250.00	0.00	0.00	0.00	2,959.38	3,700.00	80%
640 Algona Court	12,792.73	9,621.72	17,250.68	9,443.56	15,556.69	9,985.72	10,776.81	11,456.83	23,307.25	0.00	0.00	0.00	120,191.99	180,000.00	67%
800 Payroll EE Benefit Clearing	453.85	0.00	-629.63	0.00	-7,094.46	-882.71	1,033.94	-200.58	-466.80	0.00	0.00	0.00	-7,786.39	0.00	0%
	684,645.80	642,933.34	738,947.11	660,000.06	1,577,039.10	413,374.63	720,572.52	667,998.51	929,541.48	0.00	0.00	0.00	7,035,052.55	23,416,746.47	30%
FUND GAIN/LOSS:	-67,296.87	-19,757.58	-35,831.46	100,267.50	-488,819.31	239,815.77	879,177.84	276,942.05	-57,406.78	0.00	0.00	0.00	827,091.16		
FUND NET POSITION:	-67,296.87	-87,054.45	-122,885.91	-22,618.41	-511,437.72	-271,621.95	607,555.89	884,497.94	827,091.16	827,091.16	827,091.16	827,091.16			

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REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	258,943.25	326,699.21	260,668.28	371,547.73	590,630.39	273,512.24	330,987.19	227,499.41	145,452.20	0.00	0.00	0.00	2,785,939.90	3,737,269.00	75%
098 General Fund Equipment Reserve	12,502.71	12,503.01	12,504.41	12,504.63	12,502.70	12,502.92	36,670.76	11,669.72	11,668.95	0.00	0.00	0.00	135,029.81	155,025.00	87%
099 General Fund Cumulative Reserv	8.59	7.38	8.79	7.83	7.26	6.54	7.55	5.82	5.61	0.00	0.00	0.00	65.37	125.00	52%
101 Street	19,496.27	25,069.28	21,035.73	19,513.35	21,286.27	22,377.32	22,056.72	21,566.72	22,469.51	0.00	0.00	0.00	194,871.17	497,775.00	39%
107 Tourism	5.20	4.46	5.32	4.74	220.85	930.07	939.22	1,841.34	2,518.08	0.00	0.00	0.00	6,469.28	7,022.00	92%
206 LID 3 Redemption	5,693.56	2,680.08	37,705.82	33,480.25	47,547.02	6,079.47	15,803.07	20.25	820.20	0.00	0.00	0.00	149,829.72	337,625.00	44%
207 LID 3 Reserve	0.06	0.06	0.07	0.06	0.05	0.05	0.06	0.04	0.04	0.00	0.00	0.00	0.49	1.20	41%
208 2000 Fire GO Bond	8.05	6.92	8.24	7.34	6.81	6.13	7.08	5.46	5.26	0.00	0.00	0.00	61.29	150.00	41%
300 Municipal Capital Improvements	21.36	18.35	631.68	9,514.80	5,452.22	4,609.78	1,730.84	16,723.41	11,227.67	0.00	0.00	0.00	49,930.11	145,250.00	34%
301 Stewart/8th St Corridor	9,344.82	5,009.00	5,539.30	5,809.61	5,009.34	5,008.40	49,250.68	5,008.18	5,008.18	0.00	0.00	0.00	94,987.51	210,075.00	45%
305 Parks Capital Improvement	5,254.62	4,197.26	4,643.87	4,694.41	5,964.00	4,270.90	5,626.53	5,453.78	7,468.67	0.00	0.00	0.00	47,574.04	121,250.00	39%
308 Valentine Road Project	18,346.69	18,345.78	18,349.35	18,347.86	18,347.40	18,346.61	18,348.03	318,343.33	18,356.71	0.00	0.00	0.00	465,131.76	8,420,500.00	6%
310 Stewart/Thornton Ave Rd Projec	11.78	9.99	11.89	7.27	6.44	0.00	758,179.60	899.88	120,222.81	0.00	0.00	0.00	879,349.66	5,110,018.00	17%
333 Fire Capital Improvement	989.90	3.41	497.06	496.65	3,286.41	3.23	1,482.73	2.94	1,114.33	0.00	0.00	0.00	7,876.66	11,000.00	72%
401 Water	76,107.45	65,482.03	97,110.02	76,056.44	85,781.24	83,522.73	89,106.46	103,395.70	120,153.12	0.00	0.00	0.00	796,715.19	1,042,452.41	76%
402 Sewer	132,715.36	110,053.04	166,318.56	128,605.88	185,853.06	150,621.13	175,324.11	159,042.02	182,370.50	0.00	0.00	0.00	1,390,903.66	1,933,788.25	72%
403 Garbage	6,334.96	1,351.46	17.88	15.92	14.77	13.30	15.33	11.68	11.26	0.00	0.00	0.00	7,786.56	19,000.00	41%
406 Water Capital Improvement	10,054.24	45.85	5,131.86	5,115.92	28,694.44	41.77	15,147.47	92.22	49,350.01	0.00	0.00	0.00	113,673.78	118,315.00	96%
408 Sewer Cumulative Fund	4,034.01	29.31	2,034.73	30.92	28.55	25.57	6,029.40	22.92	4,021.89	0.00	0.00	0.00	16,257.30	19,030.00	85%
409 Storm	42,356.76	42,015.39	50,916.11	58,743.17	62,184.66	57,187.82	60,574.81	58,162.27	58,164.69	0.00	0.00	0.00	490,305.68	848,125.00	58%
410 Stormwater Facility Fund	905.86	5.08	456.05	455.42	2,705.05	4.68	1,355.40	4.22	4.07	0.00	0.00	0.00	5,895.83	9,200.00	64%
411 Pierce County Water Area	11.50	9.79	11.54	10.18	9.36	8.35	9.55	7.36	6.96	0.00	0.00	0.00	84.59	25,050.00	0%
499 Utilities Equipment Reserve	9.20	7.90	8.41	7.49	7.02	5.67	6.58	5.06	93,751.66	0.00	0.00	0.00	93,808.99	125,125.00	75%
601 Customer Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
630 Developer Deposit	1,400.00	0.00	2,250.00	2,520.00	2,400.00	4,120.00	250.00	3,700.00	1,150.00	0.00	0.00	0.00	17,790.00	24,970.00	71%
640 Algona Court	12,792.73	9,621.72	17,250.68	12,769.69	10,274.48	9,985.72	10,841.19	11,456.83	16,812.32	0.00	0.00	0.00	111,805.36	180,000.00	62%
800 Payroll EE Benefit Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
	617,348.93	623,175.76	703,115.65	760,267.56	1,088,219.79	653,190.40	1,599,750.36	944,940.56	872,134.70	0.00	0.00	0.00	7,862,143.71	23,098,140.86	34%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	451,208.69	302,332.48	388,075.43	290,267.29	316,661.61	344,036.80	357,642.93	243,918.76	192,569.60	0.00	0.00	0.00	2,886,713.59	3,892,110.31	74%
098 General Fund Equipment Reserve	0.00	0.00	440.19	41,907.31	2,450.86	0.00	1,760.19	64,465.70	13,329.44	0.00	0.00	0.00	124,353.69	165,000.00	75%
099 General Fund Cumulative Reserv	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
101 Street	29,700.76	19,422.02	18,586.13	26,902.35	45,799.25	18,181.82	33,975.91	-1,584.67	33,904.48	0.00	0.00	0.00	224,888.05	649,205.00	35%
107 Tourism	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0%
206 LID 3 Redemption	1,480.16	7,800.41	-9,280.57	3,040.06	0.00	0.00	0.00	-2,275.31	0.00	0.00	0.00	0.00	764.75	9,000.00	8%
207 LID 3 Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
208 2000 Fire GO Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
300 Municipal Capital Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
301 Stewart/8th St Corridor	5,079.15	1,547.09	2,301.86	3,297.58	5,298.08	11,317.12	21,467.60	3,154.25	74,709.36	0.00	0.00	0.00	128,172.09	175,000.00	73%
305 Parks Capital Improvement	2,758.05	1,989.71	3,000.00	500.00	122,380.32	10,027.95	799.10	415.85	3,501.76	0.00	0.00	0.00	145,372.74	145,800.00	100%
308 Valentine Road Project	834.00	0.00	13,803.25	7,505.75	5,552.80	29,847.43	30,789.65	6,748.41	65,186.08	0.00	0.00	0.00	160,267.37	8,300,000.00	2%
310 Stewart/Thornton Ave Rd Projec	2,467.50	0.00	57,205.50	5,691.04	754,342.34	-247,892.10	0.00	82,147.54	0.00	0.00	0.00	0.00	653,961.82	5,339,000.00	12%
333 Fire Capital Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
401 Water	70,110.29	55,011.68	44,756.51	56,663.19	65,070.15	47,195.27	51,910.65	35,262.27	274,033.10	0.00	0.00	0.00	700,013.11	1,030,663.20	68%
402 Sewer	43,374.12	140,824.79	143,512.49	146,944.54	169,472.93	143,478.20	142,559.73	121,149.38	163,039.15	0.00	0.00	0.00	1,214,355.33	1,752,655.95	69%
403 Garbage	72.48	-8.62	48.22	0.00	0.00	5.05	3,233.00	0.00	0.00	0.00	0.00	0.00	3,350.13	7,000.00	48%

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EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
406 Water Capital Improvement	23,961.68	19,166.67	19,166.67	19,166.67	19,166.67	19,166.67	19,166.67	19,166.67	21,181.69	0.00	0.00	0.00	179,310.06	805,000.00	22%
408 Sewer Cumulative Fund	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00	0.00	22,500.00	105,000.00	21%
409 Storm	35,040.67	66,063.28	36,543.71	44,254.05	45,465.19	24,490.74	40,975.29	2,320.95	60,829.70	0.00	0.00	0.00	355,983.58	546,612.01	65%
410 Stormwater Facility Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0%
411 Pierce County Water Area	1,666.67	1,662.92	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	0.00	0.00	0.00	14,996.28	195,000.00	8%
499 Utilities Equipment Reserve	0.00	14,999.19	0.00	0.00	12,000.00	0.00	0.00	77,685.79	0.00	0.00	0.00	0.00	104,684.98	110,000.00	95%
601 Customer Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
630 Developer Deposit	1,145.00	0.00	0.00	250.00	750.00	250.00	314.38	0.00	250.00	0.00	0.00	0.00	2,959.38	3,700.00	80%
640 Algona Court	12,792.73	9,621.72	17,250.68	9,443.56	15,556.69	9,985.72	10,776.81	11,456.83	23,307.25	0.00	0.00	0.00	120,191.99	180,000.00	67%
800 Payroll EE Benefit Clearing	453.85	0.00	-629.63	0.00	-7,094.46	-882.71	1,033.94	-200.58	-466.80	0.00	0.00	0.00	-7,786.39	0.00	0%
	684,645.80	642,933.34	738,947.11	660,000.06	1,577,039.10	413,374.63	720,572.52	667,998.51	929,541.48	0.00	0.00	0.00	7,035,052.55	23,416,746.47	30%
FUND GAIN/LOSS:	-67,296.87	-19,757.58	-35,831.46	100,267.50	-488,819.31	239,815.77	879,177.84	276,942.05	-57,406.78	0.00	0.00	0.00	827,091.16		
FUND NET POSITION:	-67,296.87	-87,054.45	-122,885.91	-22,618.41	-511,437.72	-271,621.95	607,555.89	884,497.94	827,091.16	827,091.16	827,091.16	827,091.16			

City of Pacific Fund Report as of September 30, 2014

City Of Pacific
MCAG #: 0423

Months: 01 To: 09

Time: 10:21:47 Date: 10/13/2014

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	5,178,724.19	4,062,751.94	78.5%	3,892,110.31	2,865,080.20	73.6%
098 General Fund Equipment Reserve	197,517.03	177,549.57	89.9%	165,000.00	124,353.69	75.4%
099 General Fund Cumulative Reserv	134,678.24	134,754.39	100.1%	0.00	0.00	0.0%
101 Street	630,367.03	326,000.76	51.7%	649,205.00	224,888.05	34.6%
107 Tourism	88,769.46	87,987.27	99.1%	1,000.00	0.00	0.0%
206 LID 3 Redemption	700,930.53	472,577.11	67.4%	9,000.00	764.75	8.5%
207 LID 3 Reserve	960.24	960.29	100.0%	0.00	0.00	0.0%
208 2000 Fire GO Bond	126,296.14	126,330.45	100.0%	0.00	0.00	0.0%
300 Municipal Capital Improvements	482,603.27	384,684.86	79.7%	0.00	0.00	0.0%
301 Stewart/8th St Corridor	349,863.26	254,822.13	72.8%	175,000.00	128,172.09	73.2%
305 Parks Capital Improvement	256,222.77	192,973.63	75.3%	145,800.00	145,372.74	99.7%
308 Valentine Road Project	8,630,430.94	674,512.64	7.8%	8,300,000.00	160,267.37	1.9%
310 Stewart/Thornton Ave Rd Projec	5,278,673.21	1,064,037.90	20.2%	5,339,000.00	653,961.82	12.2%
333 Fire Capital Improvement	73,091.48	69,141.99	94.6%	0.00	0.00	0.0%
401 Water	1,635,415.16	1,367,629.74	83.6%	1,030,663.20	700,013.11	67.9%
402 Sewer	2,019,671.31	1,434,582.66	71.0%	1,752,655.95	1,214,355.33	69.3%
403 Garbage	283,916.97	273,667.11	96.4%	7,000.00	3,350.13	47.9%
406 Water Capital Improvement	987,779.15	964,024.31	97.6%	805,000.00	179,310.06	22.3%
408 Sewer Cumulative Fund	626,701.74	549,542.26	87.7%	105,000.00	22,500.00	21.4%
409 Storm	1,294,132.99	977,979.11	75.6%	546,612.01	355,983.58	65.1%
410 Stormwater Facility Fund	100,932.53	97,723.55	96.8%	5,000.00	0.00	0.0%
411 Pierce County Water Area	205,092.86	180,310.79	87.9%	195,000.00	14,996.28	7.7%
499 Utilities Equipment Reserve	268,832.98	237,661.99	88.4%	110,000.00	104,684.98	95.2%
601 Customer Deposits	5,159.91	5,159.91	100.0%	0.00	0.00	0.0%
630 Developer Deposit	63,524.96	55,844.96	87.9%	3,700.00	2,959.38	80.0%
640 Algona Court	191,992.26	123,797.62	64.5%	180,000.00	120,191.99	66.8%
	<u>29,812,280.61</u>	<u>14,297,008.94</u>	<u>48.0%</u>	<u>23,416,746.47</u>	<u>7,021,205.55</u>	<u>30.0%</u>