



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

November 10, 2014
Monday

Regular Meeting
6:30 p.m.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL OF COUNCIL MEMBERS**
3. **ADDITIONS TO/APPROVAL OF AGENDA**
- (3) 4. **PUBLIC HEARING – 2015 BUDGET**
5. **AUDIENCE COMMENT**

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

6. **REPORTS**
 - A. Mayor
 - B. City Administrator
 - (5) C. Court – Report Attached
 - (9) D. Public Safety Department – Report Attached
 - E. Public Works Department
 - F. Community Development Department
 - G. Community/Senior/Youth/Services
 - H. City Council Members
 - I. Boards and Committees
 - i. Finance Committee
 - ii. Governance Committee
 - iii. Human Services Committee
 - iv. Public Safety Committee
 - v. Public Works Committee
 - vi. Technology Committee
 - vii. Park Board
 - viii. Planning Commission
 - ix. Pierce County Regional Council (PCRC)
 - x. Sound Cities Association (SCA)
 - xi. South County Area Transportation Board (SCATBd)
 - xii. Valley Regional Fire Association (VRFA)

7. **OLD BUSINESS**
 - (11) A. **Resolution No. 2014-211:** Authorizing the Court Administrator to execute an Interagency Agreement with Washington State Administrative Office of the Courts for Interpreter Reimbursement.

- (31) B. **Resolution No. 2014-212:** Authorizing the execution of Supplement No. 1 to a contract with AHBL for additional engineering design services associated with additional work for the first phase of the West Valley Highway Rehabilitation Project.
 - (39) C. **Resolution No. 2014-213:** Authorizing Change Order No. 2 to the Stewart Road Contract with Icon Materials for road reconstruction work on Stewart Road.
- 8. NEW BUSINESS**
- (47) A. **Agenda Bill No. 14-179:** Review, address and discuss acceptable and unacceptable forms of conduct utilizing Council Rules of Procedure and Roberts Rules of Order.
 - (51) B. **Agenda Bill No 14-180:** Setting a regularly scheduled meeting time for the Public Safety Committee.
- 9. CONSENT AGENDA**
- (53) A. Payroll and Voucher Approval
 - (59) B. Approval of the minutes from the workshop of October 20, 2014, and the budget workshop of October 22, 2014.
- 10. EXECUTIVE SESSION - For Collective Bargaining per RCW 42.30.140 (4)(a) for 20 minutes.**

ADJOURN

Finance Committee Garberding, Jones, Kave Meets: 2 nd Tuesdays	TBD 6:30 p.m.	City Hall
Governance Committee Kave, Knudtson, Putnam	TBD 5:30 p.m.	City Hall
Human Services Committee Jones, Knudtson, Walker Meets 1 st Tuesday	December 2, 2014 5:30 p.m.	Senior Center
Park Board Meets 1 st Tuesday	December 2, 2014 6:30 p.m.	City Hall
Planning Commission Meets 4 th Tuesday	November 25, 2014 6:00 p.m.	City Hall
Public Safety Committee Garberding, Kave, Steiger (alt: Knudtson)	November 12, 2014 6:30 p.m.	City Hall
Public Works Committee Garberding, Putnam, Steiger Meets 1 st Wednesday	December 3, 2014 7:00 p.m.	City Hall
Technology Committee Jones, Knudtson, Walker Meets 3 rd Thursday	November 20, 2014 5:00 p.m.	City Hall

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



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



October 28, 2014

NOTICE PUBLIC HEARINGS

Please be advised that the Pacific City Council will conduct two public hearings at approximately 6:30 p.m on **MONDAY, NOVEMBER 10, 2014**, and **Monday, December 1, 2014**, during a City Council meeting in the Council Chambers, 100 3rd Avenue SE, Pacific, WA.

The public hearings are to receive public input on the **City of Pacific's Proposed 2015 Budget**.

The public is invited and urged to participate in the public hearings. All persons will have an opportunity to present their oral comments at the meeting. Those wishing to submit written comments may do so at the public hearing or by submitting them to the City Clerk, Pacific City Hall, 100 3rd Avenue SE, Pacific, WA.

For questions or further information, please contact City Hall at 253-929-1105.

Amy Stevenson-Ness
City Clerk

CITY OF PACIFIC
Office of City Clerk/Personnel Manager
100 3rd Avenue SE, Pacific, WA 98047 | (253) 929-1105 | Fax (253) 939-6026

PACIFIC MUNICIPAL COURT
Memorandum

TO: Judge Rochon

CC: Mayor Guier, Pacific Council Members, Managers

From: Kelly Rydberg

Date: 11/3/14

Re: October 2014

The court:

- Held 404 hearings - 257 for Pacific and 147 for Algona.
- Collected Pacific monthly revenues of **\$30,323.30**; of which **\$22,122.54** is the local portion, \$139.35 is the County portion and **\$8061.41** is the State portion. Year to date revenues for the City of Pacific are **\$196,810.73**.
- Collected Algona monthly revenues of **\$21,190.02**; of which \$6864.50 is the local portion, \$6749.21 is the Pacific split for costs, \$108.23 is the County portion and \$7468.08 is the State portion. Year to date revenues for the City of Algona are **\$55,268.85**.

Pacific monthly filings:

Traffic infractions filed: 123	violations filed: 149
Criminal citations filed: 24	violations filed: 27

Algona monthly filings:

Traffic infractions filed: 106	violations filed: 146
Criminal citations filed: 18	violations filed: 20

GENERAL FUND/RECOUPMENT COLLECTED

	PACIFIC MONTH	PACIFIC YTD	ALGONA MONTH	ALGONA YTD
Warrant fees	555.50	16,491.40	163.00	1706.56
Record Check Fees	7674.67	40,074.53	PACIFIC KEEPS	
Jail Recoupment	1083.93	20,876.57	589.33	5786.09
Insurance Fees	95.18	1397.74	PACIFIC KEEPS	
Parking Fees	220.00	1589.67	0	105.00
PD Recoupment	647.58	12,189.02	365.49	2973.17
Interpreter Recoupment	752.75	5608.44	174.22	1665.04
Credit Card Convenience Fee	147.83	1269.94	PACIFIC KEEPS	
Interest/Bank Charges	814.14	10,321.88	702.42	3337.08
Misc court fines and costs	5520.96	63,036.54	4870.04	39,695.91
Algona court costs **	4610.00	23,955.00	6749.21	31,556.51
TOTAL	\$22,122.54	\$196,810.73	\$13,613.71	\$86,825.36

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

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

Friday, November 07, 2014

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

Dear Julie,

Please submit for compensation to Pacific Municipal Court \$4086.72 for October 2014 filings and interpreter or detention billing reimbursement, as noted below.

Interpreter billing for this period is \$356.72.
Detention billing for this period is \$.
(Copies attached)

FILINGS:

106 Infractions @ 25.00	\$2650.00
18 Criminal Citations @ 60.00	\$1080.00
Total Due	\$3730.00

Monthly Revenues collected \$21,190.02.

COSTS RETAINED BY PACIFIC MUNICIPAL COURT FROM MONTHLY REVENUES:

Split of warrant fees	\$162.99
Monitoring / Record check fees	\$6297.31
Mandatory insurance costs	\$164.55
Credit card convenience fee	\$89.36
NSF fees	\$35.00
Copy/CD fees	\$0
Total	\$6749.21

Remittance check due Algona:
\$6864.50

Remittance check to King County paid:
\$108.23

Remittance check to State paid:
\$7468.08

Please contact us if you have any questions. Thank you.
Sincerely,

Kelly Rydberg
Court Administrator

CC: Algona Police Chief; month end file

PACIFIC POLICE DEPARTMENT

OCTOBER 2014 MONTHLY REPORT

ACTIVITY

Dispatch calls	539
Self-initiated contacts	227
Agency assists	75

TRAFFIC ENFORCEMENT

		<u>LAST MONTH</u>
Verbal Warnings	125	97
Infractions	123	116
Criminal Traffic	14	20

SUPERIOR COURT FILINGS

Adult	5
Juvenile	2

ARRESTS

Traffic	14
Non Traffic	19
Felony	4

OFFENSES/CRIMES

Burglaries-Residential	0	Assault-DV	3
Burglaries-Commercial	0		
Thefts	3	Malicious mischief-DV	2
Robbery	0	Disputes-DV	1
Motor vehicle theft	7	Violation of orders	1
Motor vehicle recovery	2	Order Service	2
Recovered property	4	Mental health referral	3
Poss stolen property	0	Threats/harassment	0
Vehicle prowl	5	Suicidal subject	2
Weapons violation	0	Death investigation-DOA	1
Reckless burning/arson	0	Homicide	0
DUI	2	Runaway/missing	2
Drug/liquor violation	2	Warrant arrests	26
Vehicle impound	1	CPS/APS investigation	3
Vehicle collision	9	Criminal trespass	3
Assault	0	Hit and run	2
Malicious mischief	3	Suspicious Circ	0
ID Theft	0	Fraud	1

Total Cases:	104	Year to Date:	1215
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SEX OFFENSE- 1
 NOISE COMPLAINT- 1
 DISORDERLY CONDUCT-1
 THEFT OF FIREARM-1



AGENDA BILL NO. 14-175

TO: Mayor Guier and City Council Members

FROM: Kelly Rydberg, Court Administrator

MEETING DATE: November 3, 2014

SUBJECT: Adoption of Resolution No. 2014-211, authorizing the Court Administrator to Execute Interagency Agreement with Administrative Office of the Courts for Interpreter reimbursement.

ATTACHMENTS: Resolution 2014-211
Interagency Agreement with Administrative Office of the Courts

Previous Council Review Date: 11/03/14

Summary: Every year the State of Washington’s Administrative Office of the Courts (AOC) provides for recoupment of court interpreter expenses. The Pacific Municipal Court relies on these funds to help pay for interpreter services to assist non English speaking clientele. Municipal Court does charge defendants for interpreter service as allowed by RCW 2.43.040(3) and seeks reimbursement from the Administrative Office of the Courts (AOC) to assist in defraying these costs.

Recommended Action: Move forward to meeting on 11/10 to adopt the resolution authorizing the Court Administrator to enter into an Interagency Agreement with AOC for Interpreter Services.

Motion for Consideration: I move adopt Resolution No. 14-211, authorizing the Court Administrator to execute an Interagency Agreement with Washington State Administrative Office of the Courts for Interpreter Services, incorporated herein as Exhibit A.

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-211

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON AUTHORIZING THE COURT ADMINISTRATOR TO
EXECUTE AN INTERAGENCY AGREEMENT WITH WASHINGTON
STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR
INTERPRETER EXPENSE REIMBURSEMENT**

WHEREAS, the City of Pacific has received reimbursement for court interpreter expenses for the past five years; and

WHEREAS, the City of Pacific is required by Revised Code of Washington Chapter 2.43 to provide court interpreter services when needed to individuals appearing in its municipal Court;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pacific, Washington as follows:

Section 1. The Court Administrator is authorized to execute an Interagency Agreement with the State of Washington Administrative Office of the Courts for Court Interpreter Expense reimbursement, incorporated herein as Exhibit A.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 10TH DAY OF NOVEMBER 2014.**

CITY OF PACIFIC

John Jones, Mayor Pro Tem

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form

Carol Morris, City Attorney



October 27, 2014

Ms. Kelly Rydberg
Pacific Municipal Court
100 3rd Avenue SE
Pacific, WA 98047

Dear Ms. Rydberg:

I am pleased to announce that your court is invited to continue participating in the state-funded interpreting reimbursement program for state fiscal year 2015 (July 1, 2014 – June 30, 2015).

Please read the contract thoroughly, as there have been a few modifications. We kindly ask that you continue submitting the detailed data and invoices on a quarterly basis, and as outlined in Exhibit B attached to the contract, provide a report by January 31, 2015, on your court's experiences with the interpreter reimbursement program. This information assists us with crafting policies for the court interpreter program, and provides us a better understanding of the funding needs of participating courts.

If you have any questions about the funding calculations, contract conditions, or the program in general, please contact Robert Lichtenberg at (360) 350-5373 or Robert.lichtenberg@courts.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "DPM", followed by a long horizontal line.

Danielle Pugh-Markie
Manager, Supreme Courts Commissions

Attachments

**INTERAGENCY AGREEMENT IAA15206
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
PACIFIC MUNICIPAL COURT**

THIS AGREEMENT (“Agreement”) is entered into by and between the Administrative Office of the Courts (“AOC”) and Pacific Municipal Court (“Court”), for the purpose of distributing funds for court interpreter services expenses to the Pacific Municipal Court (“Court”).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- A. “Certified Interpreter” means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>.
- B. “Registered Interpreter” means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>.
- C. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- D. “Qualifying Event” means a court interpreted event meeting the criteria found in Exhibit A, and incorporated herein by reference, and for which reimbursement is sought by the Court.

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient (“LEP”), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

A. These funds are intended to address the Court’s following needs:

- Financial need - i.e., the gap between the Court’s available financial resources and the costs to meet its need for certified, registered, and qualified interpreters; and
- Interpreter need - i.e., the gap between the level of the LEP, deaf, and hard of hearing public’s need for language access to the Court’s (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered, and qualified interpreters in the Court’s most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

A. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services

Funding Data ("ISF Data") reflecting interpreter services and costs. The Court will submit ISF Data representing both Qualifying and non-qualifying Events.

- B. Electronic data shall be submitted quarterly following the schedule as outlined in Section 5C below and using the online application and instructions found, and incorporated herein by reference, at:
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding>.
- C. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.
- D. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best and promising practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.
- E. The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will **not** be reimbursed.
- F. The Court agrees to submit a written report to the designated AOC Program Manager by January 31, 2015, using the template attached at Exhibit B. The report will, among other things, identify and describe innovations and best and promising practices for interpreter services which have been implemented by the Court since July 1, 2011.
- G. As a condition of receiving funding under this Agreement, the Court agrees to implement, maintain, and annually review an AOC-approved Language Assistance Plan (LAP) as reported in response to Section 10 of Exhibit B.

4. **PERIOD OF PERFORMANCE**

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2014, regardless of the date of execution and which shall end on June 30, 2015.

5. **COMPENSATION**

- A. The Court shall be reimbursed a maximum of \$1,861 for interpreter services costs incurred during the period of July 1, 2014 to June 30, 2015. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2015.
- B. The Court shall receive payment for no more than 50 percent costs for interpreter services as set forth in Exhibit A, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
 - 1) Reflecting Qualifying and non-qualifying Events occurring between July 1, 2014 and September 30, 2014, must be received by the AOC no later than December 31, 2014.

- 2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2014 and December 31, 2014, must be received by the AOC no later than January 31, 2015.
 - 3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2015 and March 30, 2015, must be received by the AOC no later than April 30, 2015.
 - 4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2015 and June 30, 2015, must be received by the AOC no later than July 31, 2015.
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

E. The Court shall, submit its paper A-19 invoices quarterly to:

AOC Financial Services
PO Box 41170
Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically and in conjunction with the quarterly invoice to the AOC as described in Section 3B.

- F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.
- G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- H. The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. **TREATMENT OF ASSETS AND PROPERTY**

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

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

9. AGREEMENT ALTERATIONS AND AMENDMENTS

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

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. **DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. **GOVERNANCE**

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

15. **ASSIGNMENT**

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

16. **WAIVER**

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

17. **SEVERABILITY**

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

18. **ENTIRE AGREEMENT**

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

AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<p>AOC Program Manager: Robert Lichtenberg PO Box 41170 Olympia, WA 98504-1170</p> <p>(360) 350-5373 robert.lichtenberg@courts.wa.gov</p>	<p>Court Program Manager: Kelly Rydberg, Administrator 100 3rd Avenue SE Pacific, WA 98047</p> <p>253-929-1141 krydberg@ci.pacific.wa.us</p>
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AGREED:

Administrative Office of the Courts

Pacific Municipal Court

Signature *Date*

Signature *Date*

Callie Dietz

Name

Name

Administrator, AOC

Title

Title

EXHIBIT A - IAA15206
WASHINGTON STATE INTERPRETER SERVICES FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Court Interpreter Reimbursement Program funding conditions and payment structure shall be as follows:

1. General Funding Conditions

The AOC will reimburse courts under this Agreement for the cost of AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions:

2. Spoken Language Interpreters

A. Certified and Registered Language Interpreters

Compensation for interpreters currently credentialed by the AOC in the certified and registered language categories shall be reimbursed for actual compensation paid pursuant to the payment structure for those interpreters as outlined in this Exhibit A.

B. Non-Credentialed Interpreters in Certified and Registered Language Categories

If either (a), the AOC master interpreter list for certified or registered languages does not include any interpreters credentialed by the AOC for those languages, or (b), after diligent search, a registered interpreter cannot be obtained for that language, then reimbursement will be provided for actual compensation paid pursuant to the payment structure as outlined in this Exhibit A, Section 2, (see "Payment Structure"), for those interpreters, providing that the interpreter is found otherwise qualified on the record by the Court pursuant to Chapter 2.43.

C. Non-Credentialed Languages

Compensation for interpreters for languages for which neither certification nor registration is offered will be reimbursed where the interpreter has been deemed qualified on the record pursuant to 2.43 RCW.

3. Sign Language Interpreters

Reimbursement for American Sign Language (ASL) interpreters appointed pursuant to RCW 2.42 will be authorized under the following conditions:

A. When the Court uses either:

- 1) An interpreter with an SC:L or comparable legal specialist certification issued by the Registry of Interpreters for the Deaf; or
- 2) An interpreter under contract or subcontracted with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHHS).

B. Salaried Staff and Contract Interpreters

Reimbursement will be provided for salaried staff or contracted interpreters meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced above.

C. Remote Interpreting

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or videophone when providing court interpreting services for Limited English Proficiency (LEP) persons or persons who

rely on sign language for in-court proceedings and for services that are provided by the Court to the public outside of the courtroom.

D. Scope of Interpreter Funding

Reimbursement payment under this Agreement will only be made to the Court when the cost portion otherwise payable by the Court is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

4. Payment Structure

A. Hourly Rate

1) Rate for Spoken Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement by AOC-certified, registered, or otherwise court-qualified interpreters. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates and hourly minimum charges.

2) Rate for Sign Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement. The AOC will reimburse courts not to exceed \$25 an hour for interpreter hourly rates and hourly minimum charges.

3) Salaried Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court for 50 percent of the cost of staff interpreters meeting the funding conditions for staff interpreters and will reimburse only for their provision of interpreter services, up to a maximum total salary of \$60,000 plus 27 percent in benefits (i.e., state reimbursement = up to \$30,000 of salary plus 13.5 percent in benefits).

4) Contracted Interpreters

Subject to the maximum compensation allowable under this contract, the cost of contracted interpreters who are paid on an hourly basis will be reimbursed under the same conditions as in 2.A and 2.B. The cost of contract interpreters who are paid other than on an hourly basis (e.g., on a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

5) Telephone Interpreting Rate

The AOC will reimburse local jurisdictions for up to 50 percent of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or videophone for LEP persons or persons who rely on sign language, up to a maximum of \$1.64 per minute (with no minimum service time).

6) **Hourly Minimum Rate Charges**

Where a minimum hourly rate charge up to \$50 an hour and no greater is imposed for no more than the first two hours, reimbursement will be paid for half of such hourly minimum rate.

7) **Excess Charges**

Interpreter rates in excess of \$50 an hour or for hourly minimum rates exceeding the first two hours shall be the sole responsibility of the Court.

8) **Hourly Rounding**

Hourly compensation for services provided shall be charged and paid in 30 minute increments.

B. Travel Time and Mileage

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time or mileage when such charges are in accordance with this Exhibit A and reimbursed as identified below in Interpreter Travel and Mileage Reimbursement. In such event, travel time and mileage charges will only be reimbursed for interpreters meeting the funding conditions. The AOC reserves the right to limit travel reimbursement to reasonable travel, based on known availability and location of certified, registered, or otherwise qualified interpreters.

INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT

Interpreter mileage and/or travel time will be reimbursed as follows:

1. **MILEAGE**

Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from address of origin¹¹⁵ to address of appointment¹¹⁶ basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the address of appointment to address of destination¹¹⁷ on a case-by-case basis. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for mileage on an address of appointment to address of destination or roundtrip basis¹¹⁸.

Interpreter mileage related to an appointment is billable if a required party fails to appear¹¹⁹.

If the interpreter fails to appear, he/she will not be paid for mileage.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

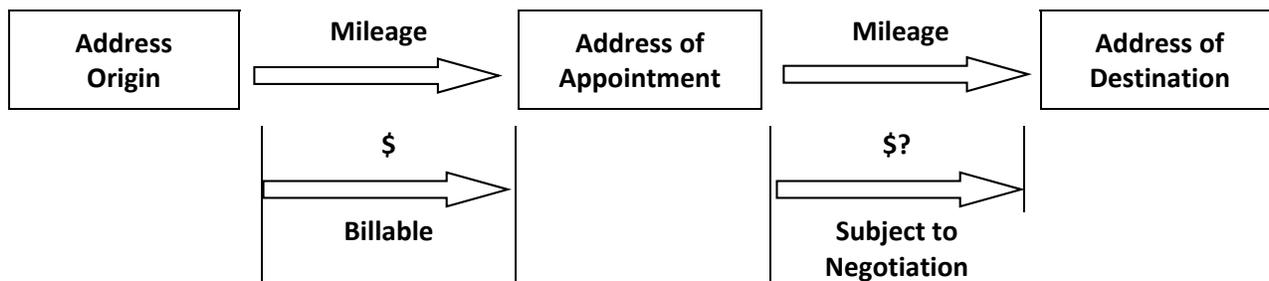
¹¹⁵ Address of origin - the interpreter's home, office, or immediately previous appointment meeting place.

¹¹⁶ Address of appointment - the courthouse or other location of the interpreter assignment.

¹¹⁷ Address of destination - the interpreter's home, office, or immediately next appointment meeting place.

¹¹⁸ Roundtrip - from the interpreter's home/office to the appointed meeting place, followed by the interpreter's return to their home/office.

¹¹⁹ Failure to appear - a non-appearance by the LEP, deaf or hard of hearing client, attorneys, witnesses, or necessary party, necessitating a cancellation or continuance of the hearing.



2. TRAVEL TIME

Travel time will be reimbursed on a from “address of origin” to “address of appointment” basis. The Court and interpreter will negotiate reimbursement for travel time from “the address of appointment” to “address of final destination” on a case-by-case basis at the time the appointment is requested. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for travel time on an “address of appointment” to “address of destination” or roundtrip basis.

Interpreters must travel for either a minimum of sixteen (16) miles or for one-half hour in order to be eligible for travel time reimbursement. Exceptions to the sixteen (16) mile minimum requirement shall be made when the use of a ferry contributes to the one-half hour or more of travel time.

Travel time will be reimbursed at a rate of one half the hourly interpreter rate for each hour of travel. Example: Interpreter traveled four hours to an appointment and the hourly rate is \$50. One half of the hourly rate is \$25. The calculation would be 4 x \$25 = \$100 for travel time.

Distance	Reimbursable
Origin Appointment → 0 -15 Miles	Mileage Only
Origin → Appointment 16+ Miles or half-hour travel*	Mileage or Travel Time* (but not both)

*Travel Time can be claimed only when traveling time is half hour (30 minutes) or more.

Interpreter travel time related to an appointment is billable if a required party fails to appear¹²⁰. If the interpreter fails to appear, he/she will not be paid for travel.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

¹²⁰ Failure to appear - a non-appearance by the LEP, deaf or hard of hearing client, attorneys, witnesses, or necessary party, necessitating a cancellation or continuance of the hearing.



WASHINGTON
COURTS

**Exhibit B - IAA15206
Interpreter Reimbursement Program
Court Report Template**

This information is to help evaluate the effectiveness of the court interpreter reimbursement program.

- The report should cover the period July 1, 2011 thru December 31, 2014.
- The report should include and answer the following, and can be supplemented by other materials such as charts, spreadsheets, etc.
- The report should be returned no later than January 31, 2015 to Robert Lichtenberg at Robert.lichtenberg@courts.wa.gov.
- The report should be no longer than three (3) pages.

1. Name of Court
2. Contract Number
3. Name of Person Completing Report
4. Provide a general description of interpreter services provided by your court. The report should provide information other than that provided on the quarterly Interpreter Services Funding Data (ISF) reports. For example, include information on charging litigants, types of hearings interpreters were provided for, use of staff interpreters, interpreter scheduling practices, pool of interpreters, etc.
5. Describe any collaborative efforts with other courts including, why the collaboration was sought, the impact of these efforts, challenges, and why the efforts were initiated. For example, sometimes neighboring courts work with one another to improve interpreting services including combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars.
6. Identify two or three improvements made or promising practices realized by your court to improve interpreter services and/or to reduce expenses.
7. Identify any changes or improvements your court plans to implement in the future to improve interpreter services and/or to reduce expenses.
8. Identify any challenges or trends your court is experiencing with providing interpreter services.
9. Indicate if your court is regularly reviewing, monitoring, and updating your Language Access Plan (LAP).
 - a. If so, who is responsible for this and how often is this accomplished? When was the LAP last reviewed and/or revised?
 - b. If not, will your court be doing so in the future? When? What have been the impediments for doing so?
10. What do you see as the most significant areas of remaining need with regard to improving interpreter services?
11. Provide any additional information you would like us to know about your court's use of these funds and interpreter services in general.



Agenda Bill No. 14-176

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: November 10, 2014

SUBJECT: West Valley Contract Amendment

ATTACHMENTS:

- Resolution No. 2014-212
- AHBL Proposed Contract Amendment No. 1 for West Valley Highway Design Services (LAG Format)

Previous Council Review Date: 11/03/14

Summary: The attached Resolution provides approval of expenditures with AHBL, Inc. for additional design engineering services 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 of the West Valley Highway Project. These additional services are for surveying to collect data on additional storm water facilities and associated easements outside of the roadway corridor.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-212.

Motion for Consideration: Move to approve Resolution No. 2014-212, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENT NO. 1 TO A CONTRACT WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH ADDITIONAL WORK FOR THE FIRST PHASE OF THE WEST VALLEY HIGHWAY REHABILITATION PROJECT.

Budget Impact: If accepted by City Council, the costs of the additional services is \$10,236.53 and would be paid from West Valley Project Funds.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014-212

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF SUPPLEMENT NO. 1 TO A CONTRACT WITH AHBL FOR ADDITIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH ADDITIONAL WORK FOR THE FIRST PHASE OF THE WEST VALLEY HIGHWAY REHABILITATION 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 AHBL begun the preliminary design engineering services for the King County portion of the West Valley Highway Rehabilitation Project; and

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

Section 1, The Pacific City Council hereby authorizes the execution of Supplement No.1 to the contract authorized by Resolution No 2013-064 between the City of Pacific and AHBL for preliminary design engineering services of the West Valley Highway Rehabilitation Project. The amount of the change is an additional \$10,236.53 to the original \$199,701.94 for a new total of \$209,938.47.

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

AHBL Staff Hours per Task
West Valley Highway Preliminary Design

8/1/2013

AHBL Overhead rate
Negotiated Fixed Fee

200.88%
29.80%

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

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

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

AHBL Staff Hours per Task
West Valley Highway Preliminary Design

8/1/2013

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

AMD 1	Work Task	Total Task Cost (\$)	Total Task Hours	LAND SURVEYING						PLANNING				
				DF	BD	TD	DR	RC	CD	LK	BM			
				Principal Survey	PM Survey	Survey Tech	Chief of Parties	Party Chief	Chainman	Prin	PM			
AMD 1.1	Survey Amendment #1 October 2014	\$ 9,106.66	102.00											
AMD 1.1	Additional topo outside of ROW	\$ -	0.00	6		12	4	40	40					
AMD 1.2	Review Title reports	\$ 1,129.87	8.00		8									
		\$ -	0.00											
Total	AMD 1 Survey Amendment #1 October 2014	\$10,236.53	110.00	6.00	8.00	12.00	4.00	40.00	40.00	0.00	0.00	0.00	0.00	0.00
	Direct labor Rate	+		\$ 52.88	\$ 42.71	\$ 27.24	\$ 39.04	\$ 28.84	\$ 20.00					
	Hourly Rate			\$174.86/hr	\$141.23/hr	\$90.08/hr	\$129.10/hr	\$95.37/hr	\$66.14/hr	\$74.54/hr	\$174.86/hr	\$85.98/hr	\$ -	\$ -
	Task Total - Survey	\$ 10,236.53		\$ 1,049.18	\$ 1,129.87	\$ 1,080.93	\$ 516.39	\$ 3,814.72	\$ 2,645.44	\$ -	\$ -	\$ -	\$ -	\$ -
	AMD 1 Survey Amendment #1 October 2014	\$ 10,236.53												

PROJECT SUMMARY

	CIVIL	PLANNING	SURVEY	TOTAL
TASK 1 Management/Coordination/Administration	\$ 16,236.92	\$ 5,377.12	\$ -	\$ 21,614.04
TASK 2 Environmental Permitting	\$ 74.54	\$ 16,708.33	\$ -	\$ 16,782.87
TASK 3 Preliminary Design	\$ 54,701.61	\$ -	\$ -	\$ 54,701.61
TASK 4 Survey	\$ -	\$ -	\$ 17,612.55	\$ 17,612.55
Amendment #1 Survey	\$ -	\$ -	\$ 10,236.53	\$ 10,236.53

PROJECT TOTAL \$ 71,013.07 \$ 22,085.46 \$ 27,849.08 \$ 120,947.61

Reimbursable Expenses				
Locate Services for Survey			\$ 2,800.00	
Reproduction			\$ 1,500.00	
Mileage (34mi round trip AHBL to Pacific x 16 Round trips)			\$ 307.36	
Total			\$ 4,607.36	

Subconsultant				
AMEC			\$ 32,946.53	
HRA			\$ 10,424.97	
Theresa Dusek			\$ 17,813.00	
Transpo			\$ 23,199.00	
Total Subconsultant			\$ 84,383.50	

Grand Total \$ 209,938.47

Scope of Work for Amendment No. 1 – West Valley Highway Improvements

1. Provide 2 man field survey crew to perform topographic survey of items deemed necessary upon review of originally scoped right of way and topographic survey. These items include expanding the survey between 20-50 east of the easterly right of way to facilitate design for road widening, determine the locations of drainage catch points, and to facilitate driveway designs, surveying of drainage features (culverts, manholes, storm retention areas), outside of the original survey area, locate additional boring locations, and other items deemed pertinent following initial design.

2. Review title reports for selected parcels to determine if easements have been granted for stormwater conveyance. The title reports for the selected parcels are to be provided to AHBL by the city. If it is determined that there are easements in place, easements will be added to the survey base map.

3. Add additional topographic survey information to existing survey base map. Survey base map will be provided to project design team in both electronic and hard copy formats

Right of Entry onto any private properties to be provided by the City of Pacific.



Agenda Bill No. 14-177

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: November 10, 2014
SUBJECT: Stewart Road Change Order 2 – Stewart Road

ATTACHMENTS: Resolution
 Memo of explanation

Previous Council Review Date: 11/03/14

Summary: Council previously approved ICON Materials to reconstruct Stewart Road. The contractor has encountered numerous franchise utility conflicts, because the utilities have not relocated their utilities in a timely manner. The contractor has requested additional funds to verify potential conflicts in advance to develop alternatives to reduce the time delays and potential cost claims due to these conflicts.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-213.

Motion for Consideration: Move to approve Resolution No. 2014-213, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 2 TO THE STEWART ROAD CONTRACT WITH ICON MATERIALS FOR ROAD RECONSTRUCTION WORK ON STEWART ROAD.

Budget Impact: \$49,500.00. This will be a project cost.

Alternatives: None.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2014 - 213

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 2 TO THE STEWART ROAD CONTRACT WITH ICON MATERIALS FOR ROAD RECONSTRUCTION WORK ON STEWART ROAD

WHEREAS, the City of Pacific Council previously executed a contract with ICON Materials for roadway reconstruction work on Stewart Road; and

WHEREAS, the project has encountered numerous utility conflicts impacting the progress of the work; and

WHEREAS, the contractor has requested additional funds to investigate potential conflicts prior to encountering the utilities which may impede the progress of the work causing a delay claim; and

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

Section 1. The Pacific City Council hereby authorizes Change Order No. 2 to the contract with ICON Materials for roadway reconstruction work on Stewart Road in the amount of \$49,500.00.

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 10th DAY OF NOVEMBER, 2014.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, City Clerk

Approved as to form:

CAROL MORRIS, City Attorney

Change Order 2

Project Number: **TR0903**
 Project Owner: **City of Pacific**
 Project Name: **Stewart Rd / Thornton Ave Improvements**

Change Order Number: **002**

Prime Contractor: **ICON Materials** Subcontractor: **Best Cleaning Services**

- Ordered by the Engineer under the terms of section 1-04.4 of the Standard Specification
- Change proposed by Contractor

Endorsed by _____ Contractor _____ Date	Surety Consent (if required) _____ Attorney in Fact _____ Date
---	--

Original Contract Amount	\$2,941,126.61
Current Contract Amount	\$2,949,462.57
Estimated Net Change this Order	\$49,500.00
Estimated Contract Total After Change	\$2,998,962.57
Original Contract Duration	225 Working Days
Current Contract Duration	225 Working Days
Additional Days this Order	0 Working Days
Proposed Contract Duration	225 Working Days

<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved
Project Engineer - Daniel Clark, KPG	Contractor - Jared Koester, ICON Materials
Date	Date
<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	<input type="checkbox"/> Other Approval When Required
Project Owner - Jim Morgan, City of Pacific	Signature _____ Date _____
Date	Representing _____

Change Order 2

You are ordered to perform the following described work upon receipt of an approved copy of the change order:

Background:

The original contract documents did not include bid items that addressed Potholing for utility conflicts, Minor Change for encountering unexpected encumbrances such as old trash debris, or a Resolution of Utility Conflicts for unexpected and unlocated utilities. These three items are added in order to track, quantify, and pay this additional work.

Reason/Justification for Change:

These changes are necessary as a means to track and pay for the work the contractor is providing which does not align with current available contract bid items.

Description of Change:

New Items Added:

<u>Add new item: C02-01 - Add New Bid Item for Potholing:</u>	Add 1 FA
<u>Add new item: C02-02 - Add New Bid Item for Minor Change</u>	Add 1 FA
<u>Add new item: C02-03 - Add New Bid Item for Resolution of Utility</u>	Add 1 FA

Contract Items Added/Deducted:

N/A

Working Days:

Zero (0) additional working days are added to the contract time.

Change Order 2

Measurement:

Measurement for New Item #C02-01 will be per FA.
 Measurement for New Item #C02-02 will be per FA.
 Measurement for New Item #C02-03 will be per FA.

Payment:

Payment for all work associated with the tasks described above shall be made under new items at unit prices as detailed in the summary of quantities below, and will be full compensation for all costs associated with labor, equipment, incidental material, haul, tools, incidentals, subcontractor and service provider mark-up, overhead and profit required to furnish, install, and successfully complete all work for the above-described tasks.

SUMMARY OF QUANTITIES

Existing Bid Item Adjustments					
Item No.	Description	Unit	Qty.	Unit Price	Amount
				-	-
				-	-
Subtotal Existing Items:					\$0.00
Change Order Items					
Item No.	Description	Unit	Qty.	Unit Price	Amount
C02-01	Add New Bid Item for Potholing	FA	1	\$20,000.00	\$ 20,000.00
C02-02	Add New Bid Item for Minor Change	FA	1	\$ 4,500.00	\$ 4,500.00
C02-03	Add New Bid Item for Resolution of Utility Conflicts	FA	1	\$25,000.00	\$ 25,000.00
				-	-
				-	-
				-	-
Subtotal Change Order Items:					\$49,500.00
TOTAL CHANGE ORDER AMOUNT:					\$49,500.00



Agenda Bill No. 14-179

TO: Mayor Guier and City Council Members

FROM: Council Member Katherine Garberding

MEETING DATE: Monday, November 10, 2014

SUBJECT: Review of Roberts Rules of Order

ATTACHMENTS: Part 5 of Pacific City Council Rules of Procedure

Previous Council Review Date: N/A

Summary: Review, address and refresh acceptable and unacceptable forms of conduct and behavior(s) displayed by any and all individuals in attendance in professional gatherings. (i.e. council meetings/workshops).

Discuss consequences for inappropriate behaviors.

Recommended Action: Adopting a "Zero Tolerance" for unacceptable behavior, and setting forth ground rules and appropriate consequences for continued demonstration of unacceptable behaviors and actions in professional gatherings. (i.e. council meetings/workshops).

Motion for Consideration: I move to approve that professional behaviors and standards have been reviewed, and henceforth will be followed by all in attendance at Council Meetings and Council Workshops and that unprofessional behaviors and commentary are hereby disallowed and will have consequences set forth by this Council.

Budget Impact: None

Alternatives:



Pacific City Council

Rules of Procedure

Part 5: Remarks and Debate

A.	Speaking to Motion No member of the Council shall speak more than twice on the same motion except by consent of the majority of the Council Members present.
B.	Interruption No member of the Council or the Mayor shall interrupt or argue with any other member while such member has the floor.
C.	Courtesy <ol style="list-style-type: none">1. All speakers, including members of the Council, the Mayor and Staff in the discussion, comments or debate of any matter or issue shall be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in derogatory remarks or insinuations in respect to any other member of the Council, member of the Staff or the public.2. At all times, remarks will be confined to those facts which are germane and relevant as determined by the presiding officer, to the question or matter of discussion.
D.	Transgression <ol style="list-style-type: none">3. If a member of the Council or others transgresses on these rules of debates, the presiding officer shall call such offender to order, in which case the member or other shall be silent except to explain or continue in order.4. If the presiding officer shall transgress these rules on debate or fail to call such an offender to order, any Council member may, under a point of order, call the presiding officer or other offender to order.5. If the Presiding Officer or Member or other refuses to remain in order, such offender will be removed from the meeting.
E.	Challenge to Ruling Any member of the Council shall have the right to challenge any action or ruling of the presiding officer, or member as the case may be, in which case the decision of the majority of the members of the Council present, including the presiding officer, shall govern.
F.	Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered into the minutes.



Agenda Bill No. 14-180

TO: Mayor Guier and City Council Members

FROM: Katherine Garberding

MEETING DATE: Monday, November 10, 2014

SUBJECT: Permanent Public Safety Meeting Date/Time

ATTACHMENTS: None

Previous Council Review Date: N/A

Summary: Specify a dedicated date/time for the Public Safety Meetings to be held so that a meeting can be held on a specific day/time to avoid scheduling conflict(s). This meeting will be “as needed” and will be on a month-to-month basis.

Recommended Action: The Public Safety Meeting is to be scheduled on the 2nd Wednesday of each month at 6:30p.m., in council chambers.

NOTE: Not every month will require a meeting, and that will be determined on a month-to-month basis.

Motion for Consideration: I move to approve that the 2nd Wednesday of each month be the set date/time for the Public Safety Meeting to be held in Council Chambers at 6:30p.m. This meeting will be “as needed” and will be on a month-to-month basis.

Budget Impact: None

Alternatives: Continue on a path that is open to conflict in scheduling the meeting.

43460
CITY OF PACIFIC

Agenda Bills

Agenda Item No.	<u>Consent Agenda 10A</u>	Meeting Date:	<u>November 10, 2014</u>
	<u>Claim Voucher & Payroll</u>		<u>Richard Gould</u>
<u>Subject:</u>	<u>Approval</u>	Prepared by:	<u>Finance Director</u>

Summary:

Approval of Payroll for the period of October 16, 2014 through October 31, 2014; Claims Vouchers for October 28, 2014 through November 10, 2014.

Payroll Auto Deposit	\$ 64,223.23
Payroll Ch#s 4823– 4827	\$ 5,502.15

Claim Checks: #44204 - 44273	\$160,369.96
EFT's	\$ 60,003.36

Total Expenditures	\$ 290,098.68
EFT Payment to Deluxe processed off	.02
	<u>\$290,098.70</u>

From Prior A/P Runs Check No. 44175 voided)	-1,360.99
	<u>\$288,737.71</u>

Recommendation: Approval of payment for Payroll and Claims

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

Attachments:

Check Registers and Payroll Expense itemization.

CHECK REGISTER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6353	10/31/2014	Claims	1	EFT	WA ST DEPT OF LICENSING	258.00	CPL'S From October 16 - October 30 PF0000228-PF000242
6385	11/03/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	10/20/2014 To 10/20/2014 - DCP - DRS
6412	11/05/2014	Payroll	1	EFT		3,643.99	October 16 - 31 Payroll
6413	11/05/2014	Payroll	1	EFT		2,478.05	October 16 - 31 Payroll
6415	11/05/2014	Payroll	1	EFT		4,044.06	October 16 - 31 Payroll
6416	11/05/2014	Payroll	1	EFT		2,180.95	October 16 - 31 Payroll
6417	11/05/2014	Payroll	1	EFT		84.66	October 16 - 31 Payroll
6419	11/05/2014	Payroll	1	EFT		1,164.76	October 16 - 31 Payroll
6420	11/05/2014	Payroll	1	EFT		2,340.88	October 16 - 31 Payroll
6421	11/05/2014	Payroll	1	EFT		92.10	October 16 - 31 Payroll
6422	11/05/2014	Payroll	1	EFT		3,230.60	October 16 - 31 Payroll
6423	11/05/2014	Payroll	1	EFT		317.96	October 16 - 31 Payroll
6424	11/05/2014	Payroll	1	EFT		916.85	October 16 - 31 Payroll
6425	11/05/2014	Payroll	1	EFT		2,716.76	October 16 - 31 Payroll
6426	11/05/2014	Payroll	1	EFT		46.04	October 16 - 31 Payroll
6427	11/05/2014	Payroll	1	EFT		92.10	October 16 - 31 Payroll
6428	11/05/2014	Payroll	1	EFT		2,198.43	October 16 - 31 Payroll
6429	11/05/2014	Payroll	1	EFT		81.50	October 16 - 31 Payroll
6430	11/05/2014	Payroll	1	EFT		1,756.37	October 16 - 31 Payroll
6432	11/05/2014	Payroll	1	EFT		2,822.34	October 16 - 31 Payroll
6433	11/05/2014	Payroll	1	EFT		1,573.94	October 16 - 31 Payroll
6434	11/05/2014	Payroll	1	EFT		1,796.73	October 16 - 31 Payroll
6435	11/05/2014	Payroll	1	EFT		2,446.83	October 16 - 31 Payroll
6436	11/05/2014	Payroll	1	EFT		2,250.30	October 16 - 31 Payroll
6437	11/05/2014	Payroll	1	EFT		1,487.62	October 16 - 31 Payroll
6438	11/05/2014	Payroll	1	EFT		92.10	October 16 - 31 Payroll
6439	11/05/2014	Payroll	1	EFT		1,892.82	October 16 - 31 Payroll
6440	11/05/2014	Payroll	1	EFT		1,670.72	October 16 - 31 Payroll
6441	11/05/2014	Payroll	1	EFT		1,934.73	October 16 - 31 Payroll
6442	11/05/2014	Payroll	1	EFT		966.00	October 16 - 31 Payroll
6443	11/05/2014	Payroll	1	EFT		1,412.99	October 16 - 31 Payroll
6444	11/05/2014	Payroll	1	EFT		1,841.07	October 16 - 31 Payroll
6445	11/05/2014	Payroll	1	EFT		1,422.08	October 16 - 31 Payroll
6447	11/05/2014	Payroll	1	EFT		2,172.24	October 16 - 31 Payroll
6448	11/05/2014	Payroll	1	EFT		1,806.62	October 16 - 31 Payroll
6449	11/05/2014	Payroll	1	EFT		1,303.75	October 16 - 31 Payroll
6450	11/05/2014	Payroll	1	EFT		1,586.60	October 16 - 31 Payroll
6451	11/05/2014	Payroll	1	EFT		92.10	October 16 - 31 Payroll
6452	11/05/2014	Payroll	1	EFT		2,301.69	October 16 - 31 Payroll
6453	11/05/2014	Payroll	1	EFT		1,306.35	October 16 - 31 Payroll
6454	11/05/2014	Payroll	1	EFT		1,355.18	October 16 - 31 Payroll
6455	11/05/2014	Payroll	1	EFT		1,302.37	October 16 - 31 Payroll
6456	11/05/2014	Payroll	1	EFT	INTERNAL REVENUE SERVICE	25,664.30	941 Deposit For 11/05/2014 - 11/05/2014
6457	11/05/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	16,254.83	10/20/2014 To 11/05/2014 - PERS 2; 10/20/2014 To 11/05/2014 - PERS 3
6458	11/05/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	11/05/2014 To 11/05/2014 - DCP - DRS

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6459	11/05/2014	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	8,958.55	10/20/2014 To 11/05/2014 - LEOFF 2
6460	11/05/2014	Payroll	1	EFT	ASSOC OF WASHINGTON CITIES	7,617.68	10/20/2014 To 11/05/2014 - Medical - Directors; 10/20/2014 To 11/05/2014 - LTD
6521	10/31/2014	Claims	1	EFT	DELUXE BUSINESS FORMS	0.02	EFT Payment Processed For Deluxe Forms Was More At Bank.
6411	11/05/2014	Payroll	1	4823		1,172.46	October 16 - 31 Payroll
6414	11/05/2014	Payroll	1	4824		1,716.47	October 16 - 31 Payroll
6418	11/05/2014	Payroll	1	4825		1,315.59	October 16 - 31 Payroll
6431	11/05/2014	Payroll	1	4826		1,205.53	October 16 - 31 Payroll
6446	11/05/2014	Payroll	1	4827		92.10	October 16 - 31 Payroll
6461	11/05/2014	Payroll	1	44204	AFLAC	551.21	10/20/2014 To 11/05/2014 - AFLAC ACC Pre; 10/20/2014 To 11/05/2014 - AFLAC CAN Pre; 10/20/2014 To 11/05/2014 - AFLAC STD Post; 10/20/2014 To 11/05/2014 - AFLAC PSI Pre; 10/20/2014 To 11/05/2014 - AFL
6462	11/05/2014	Payroll	1	44205	AMERICAN LEGAL SERVICES	50.68	10/20/2014 To 11/05/2014 - Legal Fee
6463	11/05/2014	Payroll	1	44206	NW ADMIN TRANSFER ACCOUNT	36,926.79	10/20/2014 To 11/05/2014 - Medical - Police; 10/20/2014 To 11/05/2014 - Medical- Clerical Union
6464	11/05/2014	Payroll	1	44207	TEAMSTERS LOCAL 117	1,786.41	10/20/2014 To 11/05/2014 - Union Dues; 10/20/2014 To 11/05/2014 - Initiation Fees
6465	11/05/2014	Payroll	1	44208	WESTERN CONFERENCE OF TEAMSTERS PENSION	1,863.29	10/20/2014 To 11/05/2014 - Union Pension
6522	11/10/2014	Claims	1	44209	AHBL INC	6,888.28	
6523	11/10/2014	Claims	1	44210	CUSTOM SECURITY ALARM CENTER	135.00	POLICE: ALARM MONITORING FEES (11/01/14 - 01/31/15)
6524	11/10/2014	Claims	1	44211	ALGONA COURTS	6,864.50	October 2014 Algona Court
6525	11/10/2014	Claims	1	44212	AUS WEST LOCKBOX	81.34	CITY HALL DOOR MATS; CITY HALL DOOR MATS; POLICE: DOOR MATS; POLICE: DOOR MATS
6526	11/10/2014	Claims	1	44213	MOHAMED BABOU	11.85	JURY DUTY, 10/27/14
6527	11/10/2014	Claims	1	44214	JEANINE BARTELT	26.01	JURY DUTY, 10/27/14
6528	11/10/2014	Claims	1	44215	GAIL BENNETT	300.00	CIVIL SERVICE SECRETARY, OCT. 2014
6529	11/10/2014	Claims	1	44216	KRISTA BITETTO	37.18	JURY DUTY, 10/27/14
6530	11/10/2014	Claims	1	44217	REVA BROADBENT	13.51	JURY DUTY, 10/27/14
6531	11/10/2014	Claims	1	44218	JANICE CAMPBELL	14.50	JURY DUTY, 10/27/14
6532	11/10/2014	Claims	1	44219	CENTURYLINK	1,188.42	PHONE SERVICES
6533	11/10/2014	Claims	1	44220	CENTURYLINK	59.55	PHONE SERVICES
6534	11/10/2014	Claims	1	44221	CENTURYLINK	428.50	NEW PHONE LINES FOR NEWKIRK & DODGE
6535	11/10/2014	Claims	1	44222	COLUMBIA BANK CARDMEMBER SERVICE	1,374.31	CITY CREDIT CARD

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6536	11/10/2014	Claims	1	44223	COPIERS NORTHWEST INC	1,733.22	SENIOR CENTER: COPY MACHINE USAGE; COPY MACHINE LEASE OVERAGES, INV #1112992, 10/31/14
6537	11/10/2014	Claims	1	44224	CORDI & BEJARANO INC	3,217.39	PROSECUTOR EXPENSES
6538	11/10/2014	Claims	1	44225	DATABAR INCORPORATED	1,626.60	UTILITY BILLING SERVICES
6539	11/10/2014	Claims	1	44226	WAYNE DAVIS	14.50	JURY DUTY, 10/27/14
6540	11/10/2014	Claims	1	44227	JAMES EAGAN	29.47	JURY DUTY, 10/27/14
6541	11/10/2014	Claims	1	44228	EVERSON'S ECONO-VAC INC	749.47	PW: VAPTOR TRUCK TO CLEAN LIFT STATION
6542	11/10/2014	Claims	1	44229	CITY OF FIFE	475.00	POLICE: AUGUST 2014 INMATE LODGING
6543	11/10/2014	Claims	1	44230	CHRISTINA FRITSCH	27.24	JURY DUTY, 10/27/14
6544	11/10/2014	Claims	1	44231	FULL TILT PROPERTIES	846.36	Refund inactive customer credit balance
6545	11/10/2014	Claims	1	44232	JOHN HOEKSTRA	11.45	JURY DUTY, 10/27/14
6546	11/10/2014	Claims	1	44233	RYAN HOLLAND	27.99	JURY DUTY, 10/27/14
6547	11/10/2014	Claims	1	44234	KC FINANCE I-NET	375.00	I-NET SERVICES
6548	11/10/2014	Claims	1	44235	KING COUNTY DIRECTORS' ASSOC	71.73	POLICE: LIGHT BULBS
6549	11/10/2014	Claims	1	44236	DANIEL MCALESTER	11.61	JURY DUTY, 10/27/14
6550	11/10/2014	Claims	1	44237	MCCARTHY & CAUSEAUX	802.69	PW: AT&T TROUT LAKE DECISION
6551	11/10/2014	Claims	1	44238	MCLENDON HARDWARE	308.74	PW: HINGE SPRING FOR CITY HALL DOOR; PW: LIGHTBULB FOR CITY HALL FLAG POLE; PW: MISC. TOOLS/SUPPLIES; PW: HARDARE CLOTH; PW: STORM SUPPLIES
6552	11/10/2014	Claims	1	44239	TONYA MERRIMAN	181.76	Refund inactive customer credit balance
6553	11/10/2014	Claims	1	44240	MORRIS LAW P.C.	4,164.00	LEGAL SERVICES
6554	11/10/2014	Claims	1	44241	MOUNTAIN MIST	95.48	BOTTLED WATER
6555	11/10/2014	Claims	1	44242	NORTHWEST TRANSCRIBERS	760.00	COURT: PUBLIC DEFENSE
6556	11/10/2014	Claims	1	44243	ORIENTAL TRADING	25.74	POLICE: HALLOWEEN ITEMS FOR KIDS
6557	11/10/2014	Claims	1	44244	CITY OF PACIFIC PETTY CASH	15.50	TO BALANCE CASH BOX
6558	11/10/2014	Claims	1	44245	CITY OF PACIFIC	512.09	UTILITIES 11/01/14
6559	11/10/2014	Claims	1	44246	PARAMETRIX, INC.	8,838.22	
6560	11/10/2014	Claims	1	44247	PETROCARD SYSTEMS INC	2,685.12	GAS SERVICES
6561	11/10/2014	Claims	1	44248	PIERCE COUNTY BUDGET & FINANCE	2,700.00	PW: 27 HOURS OF INSPECTIONS & PLAN REVIEWS
6562	11/10/2014	Claims	1	44249	PREG O'DONNELL & GILLETT PLLC	727.27	LEGAL SERVICES: CITY OF PACIFIC VS. CY SUN
6563	11/10/2014	Claims	1	44250	PROSECUTING ATTORNEYS OFFICE	247.58	October 2014 Algona Court; Pacific Court October 2014
6564	11/10/2014	Claims	1	44251	PUGET SOUND ENERGY	12,847.02	ACCT #220003203878 (TACOMA BLVD. N & 1ST AVE. NW)
6565	11/10/2014	Claims	1	44252	RAINIER VISTA	11,254.44	Refund inactive customer credit balance

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6566	11/10/2014	Claims	1	44253	RED WING SHOE STORE	596.18	PW: WORK BOOTS FOR NEW EMPLOYEES
6567	11/10/2014	Claims	1	44254	L STEPHEN ROCHON	5,040.00	COURT: JUDGE SERVICES
6568	11/10/2014	Claims	1	44255	SAM'S CLUB/GEMB	138.52	POLICE: CREDIT CARD
6569	11/10/2014	Claims	1	44256	SAM'S CLUB	284.75	SENIOR: SAM'S CLUB CREDIT CARD
6570	11/10/2014	Claims	1	44257	SCORE	13,680.00	POLICE: SEPT. 2014 INMATE DAYS (152)
6571	11/10/2014	Claims	1	44258	SHRED-IT USA INC.	118.12	COURT & FINANCE: SHREDDING SERVICES; POLICE: SHREDDING SERVICES
6572	11/10/2014	Claims	1	44259	STAPLES BUSINESS ADVANTAGE	223.45	FINANCE: OFFICE SUPPLIES; FINANCE: SUPPLIES
6573	11/10/2014	Claims	1	44260	SUMMIT LAW GROUP	4,301.50	PERSONNEL LEGAL SERVICES
6574	11/10/2014	Claims	1	44261	CITY OF SUMNER	1,774.50	METRO ANIMAL SERVICES - NOV. 2014
6575	11/10/2014	Claims	1	44262	GREGORY TESCH	25.09	JURY DUTY, 10/27/14
6576	11/10/2014	Claims	1	44263	TOTAL AUTO CARE	602.86	POLICE: 2012 DODGE CHARGER (CONTROL ARM & BALL JOINT ASSEMBLY)
6577	11/10/2014	Claims	1	44264	VALLEY COMMUNICATIONS	1,280.03	POLICE: DISPATCH SERVICES
6578	11/10/2014	Claims	1	44265	WA ST CRIMINAL JUSTICE TRAINING CENTER	500.00	POLICE: TRAINING - J. HONG
6579	11/10/2014	Claims	1	44266	WA ST TREASURER	15,547.49	Algona Court October 2014; Pacific Court October 2014
6580	11/10/2014	Claims	1	44267	WA STATE DEPT OF TRANSPORTATION	410.85	PROJECT/WO: JC8417 L/JC8417 (STEWART WATER MAIN); PROJECT #LA05163R (INTERURBAN TRAIL - GENERAL PROJECT MGMT). **GRANT**
6581	11/10/2014	Claims	1	44268	SHAWN WALDEN	13.00	JURY DUTY, 10/27/14
6582	11/10/2014	Claims	1	44269	WASHINGTON TRACTOR	59.08	PW: SWEEPER SPRING
6583	11/10/2014	Claims	1	44270	WATER MANAGEMENT LAB INC	192.00	PW: COLIFORM; PW: COLIFORM
6584	11/10/2014	Claims	1	44271	V. F WENGER	46.77	Refund inactive customer credit balance
6585	11/10/2014	Claims	1	44272	WHITE KNIGHT SAFE	51.74	KEYS (J. DODGE, N. SCHUNKE & M. BAILEY)
6586	11/10/2014	Claims	1	44273	KRISTA C WHITE-SWAIN	1,500.00	COURT: PUBLIC DEFENSE

001 General Fund	175,616.86
101 Street	14,641.60
301 Roads Capital Improvements	97.20
308 Valentine Road Project	6,663.28
401 Water	33,035.44
402 Sewer	15,896.46
406 Water Capital Improvement	313.65
409 Storm	10,147.29
410 Stormwater Facility Fund	8,838.22
411 Pierce County Water Area	1,060.00
640 Algona Court	14,440.81
800 Payroll EE Benefit Clearing	9,347.89

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
							Claims: 119,449.58
						290,098.70	Payroll: 170,649.12

* Transaction Has Mixed Revenue And Expense Accounts

Voucher Approval

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

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____



City Council Minutes

Special Meeting
Monday, October 20, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

ROLL CALL

Present: Council Members Garberding, Jones, Oliveira, Putnam, Steiger

Absent: Council Member Jones

COUNCIL MEMBER STEIGER MOVED to excuse Council Member Jones. Seconded by Council Member Walker.

Voice vote was taken and carried 6-0.

STAFF PRESENT

Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, Community Services Assistant Darcie Thach, City Administrator Richard Gould; and City Clerk Amy Stevenson-Ness.

ADDITIONS TO/APPROVAL OF AGENDA

Council Member Putnam moved the action item to after the discussion items and move item G to immediately after the executive session.

The amended agenda was approved unanimously by Council.

EXECUTIVE SESSION

At 6:32 p.m., Council President Putnam announced an executive session for Collective Bargaining per RCW 42.30.140 (4)(a) to last 30 minutes.

At 6:52, the executive session was extended an additional 20 minutes. At 7:12, the executive session was extended an additional 20 minutes.

At 7:32, Council President Putnam reconvened the workshop.

DISCUSSION ITEMS

- A. 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.

Attorney Sofia Mabee outlined the Ordinance. She advised the Ordinance would establish the position of police chief and the position of public safety director would be discontinued. She advised the Civil Service Commission would follow their normal process for certifying candidates for the vacancy.

After extensive Council discussion, the Ordinance was sent to the Public Safety Committee for further research and to answer Council questions.

- B. 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.

Community Services Assistant Darcie Thach advised this is the program currently in place that is providing lunch for our area seniors.

Direction by consensus of Council: Move forward to the meeting on October 27, 2014.

- C. 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.

Public Works Manager Lance Newkirk advised this was a continuation of a project already in place and that this needed to be completed.

Direction by consensus of Council: Move forward to the meeting on October 27, 2014.

- D. 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.

Mr. Newkirk advised this was being done in conjunction with Sumner as part of the Valentine Avenue project. He explained this was ultimately less expensive than the condemnation process the city would go through in order to obtain the property.

Direction by consensus of Council: Move forward to the meeting on October 27, 2014.

- E. 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.

Mr. Newkirk advised this is the same situation as the previous Resolution.

Direction by consensus of Council: Move forward to the meeting on October 27, 2014.

- F. 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.

Mr. Newkirk advised the agreement is for the Pierce County portion of West Valley to complete the design phase of the project.

Direction by consensus of Council: Move forward to the meeting on October 27, 2014.

- G. 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

Community Development Manager Jack Dodge advised the current section of the Pacific Municipal Code related to SEPA is outdated and vague. He advised that this would update the code and make it more relevant. He stated this will be taken to the Planning Commission for their information but their approval is not a requirement.

Direction by consensus of Council: Bring back to Council when ready for consideration.

- 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.

City Administrator Richard Gould advised that two hearings need to be set for public comment on the 2015 budget and this Resolution will set those dates as November 10 and December 1, 2014.

Direction by consensus of Council: Move forward to the meeting on October 27, 2014.

- I. AB 14-174: Approval of the Third Quarter Financial Report**

Mr. Gould briefly reviewed the third quarter financial report.

Direction by consensus of Council: Move forward to the meeting on October 27, 2014.

ACTION ITEM

- 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.

Mr. Dodge advised this agreement is to provide much needed inspection services and plan review for the citizens of Pacific.

COUNCIL MEMBER KAVE MOVED to approve the execution of an agreement with Pierce County Planning and Land Services for permitting and inspection services. Seconded by Council Member Steiger.

Roll Call vote was taken, resulting as follows:

Ayes: Garberding, Kave, Oliveira, Putnam, Steiger, Walker

Nays: None

The motion carried 6-0.

ADJOURN

Council President Putnam adjourned the workshop at 7:23 p.m.

Amy Stevenson-Ness, City Clerk



City Council Minutes

Budget Workshop
Wednesday, October 22, 2014
6:30 p.m.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Mayor Guier called the budget workshop to order at 6:36 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present: Council Members Garberding, Kave Oliveira, and Walker, and Mayor Guier

Absent: Council Members Jones, Putnam, Steiger (Council Member Putnam arrived at 6:43 p.m.)

STAFF PRESENT

City Administrator Richard Gould; Public Safety Director John Calkins, Community Development Manager Jack Dodge, Public Works Manager Lance Newkirk, Senior Center Assistant Darcie Thach, and City Clerk Amy Stevenson-Ness.

AGENDA ITEMS

City Administrator Gould began by reviewing the agenda. He then reviewed the general fund revenue sources and discussed options for increasing revenue.

Council Member Putnam arrived here at 6:43 p.m.

He reviewed Street Repairs and Maintenance and discussed options for raising revenues for street repairs.

There was discussion regarding other possible revenue streams in addition to car tabs with a transportation benefit district.

Public Works Manager Newkirk discussed the Municipal Capital Improvement Project. He provided background history of the project. He said in reviewing the initial investigation, he found items that needed to be supplemented. Temporary modular office facilities will be placed in Centennial Park. The site will need to be developed and costs weren't incorporated initially. Incorporating a contingency, making utility connections, bringing in three modular, moving costs, abatement, HVAC installation, flooring/subflooring/carpet installation, painting, rental of a heated storage unit comes to approximately \$587,000.

Discussion ensued regarding the contingency amount, costs for remodeling inside, seeking funding from the legislators, and vacating into temporary structures to fully investigate the extent of needed repairs.

Mr. Gould stated more firm numbers should be in place by the end of November.

Mr. Newkirk then discussed the water meter replacement project. He stated it is crucial to a water utility. If meters haven't been replaced for many years, the wear on the meters can cause them to under-register usage. That is revenue that can be replaced with new meters. The proposed meters employ technology to make them more functional and a radio-read can be done in real time.

There was discussion regarding the ability to turn the meters off manually, how long it would take for replacement if it is fast-tracked, and getting a bond for meter replacements to do them all at once.

SEWER RATE INCREASE

Mr. Gould discussed the King County sewer rate increase in 2015. He stated an increase in the King County rates must equal an increase for the City.

Mr. Gould reviewed Capitol Equipment Purchases. He stated there is a police vehicle replacement schedule. There was discussion regarding the age of the vehicles being replaced, pool cars, costs to replace the lap top and in-car video, various patrol car options, and the possibility of using hybrid vehicles.

Mr. Newkirk discussed the Public Works Capital Replacement Project. He stated he needs to replace current trucks with ¾-ton pickup trucks. He hasn't identified the full cost of new trucks but will look at used market first then at the new market. He also identified two new pieces of equipment he needs to purchase: a fuel trailer and a utility locator.

He also identified that a new plotter is needed. The current plotter cannot scan documents and it is important to reduce the amount of documentation kept in files.

Mayor Guier recessed the workshop at 8:17 and reconvened at 8:27 p.m.

Staffing was discussed and changes to staffing were outlined. Police are requesting a traffic officer and it was suggested that this officer also conduct a commercial vehicle program to generate revenue.

Mr. Dodge discussed the need for updated codes for Community Development. He stated the codes and procedures for permitting are hard to decipher and need to be clarified and updated.

PUBLIC WORKS

Mr. Newkirk stated the administrative staff support in his department is light and needs to be looked at.

ADJOURN

Mayor Guier adjourned the workshop at 9:04 p.m.

Amy Stevenson-Ness, City Clerk

