



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

**December 15, 2014**  
**Monday**

**Workshop**  
**6:30 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**
  - ( 2 ) A. AB 14-191: Ordinance No. 2014-1886:** Adding a new Chapter 9.97 to the Municipal Code setting standards for the delivery of public defender services as required by RCW 10.101.030. (10 min.)  
(Carol Morris)
  - B. DISCUSSION: Waste Management Contract Negotiations** (20 min.)
  - (10) C. AB 14-192: Resolution No. 2014-220:** Authorizing the execution of an Interagency Agreement with King County Solid Waste Division, in the amount of \$20,000, for waste reduction and recycling. (10 min.)  
(Lance Newkirk)
  - (26) D. AB 14-193: Resolution No. 2014-221:** Authorizing Change Order 4, in the amount of \$80,000, for the Steward Road Contract with ICON Materials for road reconstruction work on Stewart Road. (10 min.)  
(Lance Newkirk)
  - (34) E. DISCUSSION:** Referral from Public Works Committee: Frontage Road Traffic Analysis (10 min.)  
(Lance Newkirk)
  - (35) F. AB 14-194: Reappointment of Park Board of Commissioners** ( 5 min.)  
(Amy Stevenson-Ness)
  - (36) G. AB 14-195: Ordinance No. 2014-1887:** Amending the 2014 Budget (10 min.)
- 5 . ADJOURN**



Agenda Bill No. 14-191

**TO:** Mayor Guier and City Council Members  
**FROM:** Carol Morris, City Attorney  
**MEETING DATE:** December 22, 2104  
**SUBJECT:** Ordinance adding a new Chapter 9.97 to the Municipal Code setting standards for the delivery of public defender services as required by RCW 10.101.030.

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**ATTACHMENTS:** Public Defense Services Ordinance No. 2014-1886

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

**Summary:** RCW 10.101.030 requires the City to adopt public defense standards whether the services are provided by contract, assigned counsel or public defender office. The Washington State Supreme Court adopted new Standards for Indigent Defense that includes misdemeanor case load limits and certificates of compliance, effective January 1, 2015. This ordinance will establish Chapter 9.97 Public Defense Services in the Pacific Municipal Code in compliance with state law and Washington Supreme Court standards.

**Recommended Action:** It is recommended the Council adopt the Public Defense Ordinance establishing Chapter 9.97 Public Defense Services in the Pacific Municipal Code.

**Motion for Consideration:** "I move to adopt the Public Defense Ordinance establishing Chapter 9.97 Public Defense Services in the Pacific Municipal Code."

**Budget Impact:** None

**Alternatives:** None.



CITY OF PACIFIC  
ORDINANCE No. 2014-1866

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON RELATING TO INDIGENT DEFENSE STANDARDS, ADDING A NEW CHAPTER 9.97 TO THE PACIFIC MUNICIPAL CODE, SETTING STANDARDS FOR THE DELIVERY OF PUBLIC DEFENDER SERVICES AS REQUIRED BY RCW 10.101.030, WHICH STANDARDS SHALL INCLUDE COMPENSATION OF COUNSEL, DUTIES AND RESPONSIBILITIES OF COUNSEL, CASE LOAD LIMITS AND TYPES OF CASES, RESPONSIBILITY FOR EXPERT WITNESS FEES AND OTHER COSTS, REPORTS OF ATTORNEY ACTIVITY AND VOUCHERS, TRAINING, SUPERVISION, MONITORING AND EVALUATION OF ATTORNEYS, AND A NUMBER OF OTHER STANDARDS, SETTING AN EFFECTIVE DATE.

WHEREAS, it is a constitutional requirement, a requirement of Chapter 10.101 RCW and a public purpose that each person charged with a crime punishable by incarceration or involved in certain other proceedings that may result in loss of liberty or loss of fundamental rights, be provided with effective legal representation in order to ensure equal justice under law without regard to ability to pay; and

WHEREAS, it is the intention of the City Council, consistent with Chapter 10.101 RCW and other applicable law, to make such services available in an efficient manner that provides effective representation at reasonable cost to the City; and

WHEREAS, RCW 10.101.030 requires the City to adopt standards for the delivery of Public Defense Services, whether those services are provided by contract, assigned counsel or a public defender office; and

WHEREAS, the Washington State Bar Association has developed standards for Public Defense Services (2011); and

WHEREAS, the Washington Supreme Court by Order No. 25700-A-1004, as amended, has adopted new Standards for Indigent Defense and a certificate of compliance, including misdemeanor case load limits, effective January 1, 2015;

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

**Section 1.** New Chapter. That the Pacific Municipal Code shall be, and is hereby, amended to add Chapter 9.97, to read as follows; provided manifest and numbering errors shall be corrected prior to publication:

**Chapter 9.97**  
**PUBLIC DEFENSE SERVICES**

**Sections:**

- 9.97.010 Statement of Intent and Interpretation.**
  - 9.97.020 Compensation.**
  - 9.97.030 Duties and Responsibilities of Counsel.**
  - 9.97.040 Caseload Limits, Private Practice Limits and Reporting.**
  - 9.97.050 Experts and Investigators.**
  - 9.97.060 Administration and Support Services.**
  - 9.97.070 Qualifications and Training.**
  - 9.97.080 Supervision, Monitoring and Evaluation of Attorneys.**
  - 9.97.090 Substitution Conflict Counsel.**
  - 9.97.100 Disposition of Client Complaints.**
  - 9.97.110 Termination and Removal of Defender Services.**
  - 9.97.120 Non-Discrimination.**
  - 9.97.130 Guidelines for Awarding Public Defense Contracts.**
  - 9.97.140 Update and Evaluation.**
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**9.97.010 Statement of Intent and Interpretation.**

These standards for Public Defense Services are adopted in order to comply with the requirements of RCW 10.101 and the Washington State Supreme Court Standards for Indigent Defense (CrRLJ 3.1 Standards). The provisions of these standards shall be broadly and liberally construed to achieve their stated purpose, which is to provide standards which afford “quality representation” in the provision of public defense to indigent criminal defendants. “Quality representation” describes the minimum level of attention, care, and skill that Washington citizens would expect of their State’s criminal justice system. These standards may be amended from time to time to reflect changes in the rules established by the Washington State Supreme Court, the Washington State Bar Association Standard for Indigent Defense Services (WSBA Indigent Defense Standards), or interpretations of the rules and standards by the Washington courts.

**9.97.020 Compensation.<sup>1</sup>**

The City’s public defender(s) compensation shall be established through negotiation of a contract for defender services. The compensation package should reflect the customary compensation of the community for similar services rendered by other publicly paid attorneys to a public client. The City shall consider training, experience, and the nature and extent of services requested and the time and labor required of the attorney undertaking defender services. Services which require extraordinary fees should be defined in the contract. Among the reasonable expenses to be covered by the contract include expert witnesses, investigative costs, and the administrative overhead costs of paraprofessionals, including, as needed, mental health professionals, social workers, and translators.

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<sup>1</sup> WSBA Indigent Defense Standard 1

### **9.97.030 Duties and Responsibilities of Counsel.<sup>2</sup>**

- A. Public Defense Services shall be provided to all clients in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.
- B. Public Defense shall be provided to indigent clients whose eligibility has been determined by court appointment.
- C. All Public Defenders providing services by contract shall quarterly certify their compliance with the standards for indigent defense by filing a Certification of Compliance as required by CrRLJ 3.1. Such forms shall be filed with the City of PACIFIC Municipal Court.

### **9.97.040 Caseload Limits<sup>3</sup>, Private Practice Limits<sup>4</sup> and Reporting.<sup>5</sup>**

- A. The caseload of the Public Defender shall consist of misdemeanors and RALJ appeals to Superior Court. A case is defined as the filing of a document with the Court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation.
- B. No Public Defender performing services by contract shall exceed four hundred (400) cases in any calendar year. Contracts for Services shall prohibit the Public Defender from performing services under any other similar contract which, taken in conjunction with the services to be performed under the contract, would exceed the case count in any calendar year. The case count for a Public Defender who maintains a private practice shall be adjusted to reflect the relative percentage which criminal defense relates to the Public Defender's total practice. For example, based on an attorney whose practice consists of fifty percent (50%) services provided under contract to the City (adjusted for any other Public Defense Services performed for another entity) and fifty percent (50%) private practice, the total case count for such an attorney shall not exceed two hundred (200) cases.
- C. The request for qualifications process for selection of a Public Defender and Public Defender Counsel shall strive to obtain a Public Defender whose experience and training is sufficient to comport with the caseload assumptions and credits assigned. Attorneys assigned to RALJ appeals shall have a minimum of one year's experience in RALJ appeals or in the event multiple attorneys perform services in the contract, a minimum of one attorney assigned to or supervising RALJ appeals shall have such experience.
- D. The standards provided herein for caseloads may be adjusted up or down depending upon the complexity of any particular case. A Public Defender may request to have the weighting for an unusually complex case not addressed adequately by these standards increased depending upon the complexity and requirements of the case, and such adjustment shall not be unreasonably refused by the City. The maximum caseload for a

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<sup>2</sup> WSBA Indigent Defense Standard 2

<sup>3</sup> CrRLJ 3.1 Standard 3; WSBA Indigent Defense Standard 3

<sup>4</sup> CrRLJ 3.1 Standard 13; WSBA Indigent Defense Standard 13

<sup>5</sup> WSBA Indigent Defense Standard 8

particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

- E. If a Public Defender or assigned counsel is carrying a caseload consisting of cases performed under contract with the City, as well as other criminal cases from other jurisdictions, including a mixed caseload of felonies and misdemeanors, these standards shall be adjusted proportionally to determine a full caseload. If the contract or assigned counsel also maintains a private law practice, the caseload shall be based upon the percentage of time that the lawyer devotes to public defense with the City.
- F. Monthly reports shall be provided by the Public Defender to the Court Administrator. The report shall identify the number and type of cases assigned, attorney hours, case disposition, the case count year-to-date, and cases which the Public Defender has been assigned a higher case count. The Public Defender case tracking and reporting system shall be maintained independently from client files so as to disclose no privileged information.

**9.97.050 Experts<sup>6</sup> and Investigators.<sup>7</sup>**

- A. A Public Defense Contract shall provide reasonable compensation for an expert of the Public Defender's choosing. No appointment shall be from a pre-approved list designated by the City Attorney, the City Prosecutor, or other City officials. The services of expert witnesses will be provided under contract when approved by the Court through ex parte motion. The expert will be paid directly by the City.
- B. Public defense attorneys shall use investigation services as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigations relating to criminal matters. Normally, a ratio of one investigator to four attorneys shall be provided as necessary. Contracts for Public Defense Services shall include investigative services as a part of reimbursed overhead.

**9.97.060 Administration<sup>8</sup> and Support Services.<sup>9</sup>**

- A. Contracts for public defense services and proposals submitted in pursuit of such contracts shall provide for or include adequate administrative costs and support, including but not limited to travel, telephones, law library and/or electronic research capabilities, financial accounting, case management systems, computers, word processing equipment and software, office space and supplies. The Public defense attorney shall have access to an office that accommodates confidential meetings with clients and a telephone system, internet access and postal address to ensure prompt response to client contact.
- B. Public defense attorneys shall have adequate support staff to ensure the effective performance of defense counsel.

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<sup>6</sup> WSBA Indigent Defense Standard 4

<sup>7</sup> CrRLJ 3.1 Standard 6; WSBA Indigent Defense Standard 6

<sup>8</sup> CrRLJ 3.1 Standard 5; WSBA Indigent Defense Standard 5.2

<sup>9</sup> WSBA Indigent Defense Standard 7

**9.97.070 Qualifications<sup>10</sup> and Training.<sup>11</sup>**

- A. Every Public Defender performing services under contract with the City shall satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court and possess a license to practice law in the State.
- B. Public Defenders performing services under contract shall:
  - 1. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to the practice area; and
  - 2. Be familiar with the Washington Rules of Professional Conduct (WRPC); and
  - 3. Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and
  - 4. Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon a criminal conviction; and
  - 5. Be familiar with mental health issues and be able to identify the need to obtain expert services; and
  - 6. Complete seven (7) hours of continuing legal education within each calendar year and courses related to public defense practice; and
  - 7. Have the opportunity to attend courses that foster trial advocacy skills and to review professional publications and other media; and
  - 8. Complete and sign the Certification Form included in the Public Defense contract.

**9.97.080 Supervision,<sup>12</sup> Monitoring and Evaluation<sup>13</sup> of Attorneys.**

The City recognizes that smaller firms providing Public Defense Services may provide quality service through experienced practitioners. When applicable, public defenders should make provision for supervision, monitoring and evaluation in accordance with Bar Association standards or provide alternative methods for the supervision, monitoring and evaluation of attorneys which achieve substantially the same goals shall be given for effective supervision, monitoring and evaluation. Supervision and evaluation efforts should include review of time and caseload records, review and inspection of transcripts, in-court observations, and periodic conferences. Performance evaluations made by a supervising attorney should be supplemented by comments from judges, prosecutors, other defense lawyers and clients. Attorneys should be evaluated on their skill and effectiveness as criminal lawyers or as dependency or civil commitment advocates.

**9.97.090 Substitution Conflict Counsel.<sup>14</sup>**

- A. The selection process for a Public Defender shall be by review of names and experience levels of the attorneys who will actually provide services, to ensure that they meet minimum qualifications. The Public Defender shall be prohibited from sub-contracting defense services without the express written consent of the City.

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<sup>10</sup> CrRLJ 3.1 Standard 14; WSBA Indigent Defense Standard 14

<sup>11</sup> WSBA Indigent Defense Standard 9

<sup>12</sup> WSBA Indigent Defense Standard 10

<sup>13</sup> WSBA Indigent Defense Standard 11

<sup>14</sup> WSBA Indigent Defense Standard 12

- B. In the event of conflict or removal of the Public Defender, Conflict Counsel shall be available, either through a joint contract with the Public Defender and Conflict Counsel, by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of alternative or sub-Conflict Counsel. The Public Defender shall continue representation of clients as necessary upon conclusion of the agreement for public defense services.
- C. Conflict Counsel shall adhere to the standards established by this Chapter, including but not limited to, an evaluation and reporting of the case count under the procedures set forth in this ordinance.
- D. Conflict Counsel may be assigned by the Municipal Court upon the request of the Public Defender.

**9.97.100 Disposition of Client Complaints.<sup>15</sup>**

The Public Defender shall provide a method to respond promptly to client complaints. Complaints should first be directed to the attorney, firm or agency which provided representation. If the client feels that he or she has not received an adequate response, the City shall designate a person or agency to evaluate the legitimacy of complaints and to follow up meritorious ones. The complaining client should be informed as to the disposition of his or her complaint within one week. Nothing herein shall bar a client from also filing a complaint with the Washington State Bar Association.

**9.97.110 Termination and Removal of Defender Services.<sup>16</sup>**

Termination of the contract shall occur for “good cause.” Good cause shall include the failure of the contract Public Defender to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of the these standards. Termination may also occur for violation of the express terms of the contract, and these standards, provided, however, that the Public Defender shall be provided reasonable opportunity, following notice, to cure any technical contract violations that do not impair the provision of quality representation to the indigent client. Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.

**9.97.120 Non-Discrimination.<sup>17</sup>**

Neither the City, in its selection of an attorney, firm or agency to provide public defense representation, nor the attorneys selected, in their hiring practices or in their representation of clients, shall discriminate on the grounds of race, color, religion, national origin, age, marital status, sex, sexual orientation or handicap. Both the City and the contractor shall comply with all federal, state and local nondiscrimination requirements.

**9.97.130 Guidelines for Awarding Public Defense Contracts.<sup>18</sup>**

City attorneys, county prosecutors, and law enforcement officers shall not select the attorneys who will provide indigent defense services.<sup>19</sup> The City should award contracts for public

<sup>15</sup> WSBA Indigent Defense Standard 15

<sup>16</sup> WSBA Indigent Defense Standard 16

<sup>17</sup> WSBA Indigent Defense Standard 17

<sup>18</sup> WSBA Indigent Defense Standard 18

defense services only after determining that the attorney or firm chosen can meet accepted professional standards. Under no circumstances should a contract be awarded on the basis of cost alone. Attorneys or firms bidding for contracts must demonstrate their ability to meet these standards. Contracts should only be awarded to attorneys who have at least one year's trial experience.

**9.97.140 Update and Evaluation.**

The City will review and modify these standards as necessary when the rules established by the Washington State Supreme Court are applied and interpreted by the courts and, when appropriate, changes are adopted by the Bar Association and other administrative agencies.

Section 2. Severability. If any one or more section, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this chapter and the same shall remain in full force and effect.

Section 3. Effective Date. This ordinance shall be in full force and effect from and after five (5) days from the date of its passage and publication as provided by law.

PASSED by the City Council of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR LEANNE GUIER

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NESS, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
CAROL A. MORRIS, City Attorney

PUBLISHED:  
EFFECTIVE DATE:



Agenda Bill No. 14-192

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** December 22, 2014  
**SUBJECT:** King County Waste Reduction and Recycling Program Grant Agreement for 2015 - 2016

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**ATTACHMENTS:**

- Resolution No. 2014-220
- Agreement

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**Previous Council Review Date:**

**Summary:** The City has applied for and received grants to host 2015/2016 Recycling Collection Events. King County Solid Waste Division has provided a grant to assist with the costs of the program. The proposed resolution would accept the funding for these events.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2014-220.

**Motion for Consideration:** Move to approve Resolution No. 2014-220, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT FOR 2015 AND 2016 WITH KING COUNTY SOLID WASTE DIVISION FOR WASTE REDUCTION AND RECYCLING.

**Budget Impact:** \$20,000. However, this will be reimbursed by the grant.

**Alternatives:** The City has previously accepted other grants to operate this program and executed a contract with a vendor to manage the program.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2014-220**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING  
THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT FOR 2015  
AND 2016 WITH KING COUNTY SOLID WASTE DIVISION FOR WASTE  
REDUCTION AND RECYCLING**

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WHEREAS, King County and the City of Pacific adopted the 2001 King County Solid Waste Management Plan;

WHEREAS, 2001 King County Solid Waste Management Plan has established goals for waste reduction and recycling;

WHEREAS, the King County Solid Waste Division has agreed to reimburse the amount of up to \$20,000 to the City of Pacific for the City's local cost to implement a Waste Reduction and Recycling Program.

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

Section 1. The Pacific City Council hereby authorizes the expenditure and appropriation of funds in the total amount of up to \$20,000.00 which constitutes the maximum reimbursement of funds for the implementation of the Local Waste Reduction and Recycling Program for 2015 and 2016 Activities. A copy of said agreement 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.

**ADOPTED THIS 22<sup>ND</sup> DAY OF DECEMBER, 2014.**

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY

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

**INTERAGENCY AGREEMENT FOR 2015 and 2016**

**Between**

**KING COUNTY and the CITY OF PACIFIC**

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Pacific, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

**PREAMBLE**

King County and the City of Pacific adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Pacific by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

## II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

### A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2015 and 2016 shall not exceed \$20,000.
2. This Agreement provides for distribution of 2015 and 2016 grant funds to the City. However, grant funds are not available until January 1, 2015.
3. During this two-year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
  - a. a description of each activity accomplished pertaining to the scope of work; and
  - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2017.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by January 31, 2016 and March 31, 2017.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2016 and January 2017, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2017.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2019.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.
17. This project shall be administered by Jim Morgan, City of Pacific City Engineer, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Pacific's budgeted grant funds for 2015-2016 are \$20,000.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Pacific" and/or "text provided courtesy of the City of Pacific."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager, King County Solid Waste Division, or designee.

### **III. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2015 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2015 and shall terminate on June 30, 2017. The City shall not incur any new charges after December 31, 2016. However, if execution by either Party does not occur until after January 1, 2015, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2015 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

#### **IV. TERMINATION**

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

#### **V. AMENDMENTS**

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

#### **VI. HOLD HARMLESS AND INDEMNIFICATION**

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII. INSURANCE**

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

## **VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **IX. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement.

## **X. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XI. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee  
King County Solid Waste Division  
Department of Natural Resources and Parks  
201 South Jackson Street, Suite 701  
Seattle, WA 98104-3855

If to the City:

Jim Morgan, City Engineer, or a provided designee  
City of Pacific  
100 3<sup>rd</sup> Ave SE  
Pacific, WA 98047

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

King County

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

Pat D. McLaughlin, Director  
Solid Waste Division

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A  
King County Waste Reduction and Recycling Grant Program  
City of Pacific  
2015-16 Scope of Work

**A. Basic Information**

1. City of Pacific

2. Grant project manager: Jim Morgan  
City Engineer  
City of Pacific  
100 Third Avenue SE  
Pacific, WA 98047  
TEL – 253-929-1115  
FAX – 253-887-9910  
Email – jmorgan@ci.pacific.wa.us

3. Consultant name: Paul Devine  
Olympic Environmental Resources  
4715 SW Walker Street  
Seattle, WA 98116  
TEL - (206) 938-8262  
FAX - (206) 938-9873  
Email – pauldevine@msn.com

4. 2015-16 Budget: \$20,000.00

**B. Scope of Work**

**1. Task One: Recycling Collection Events**

A. Schedule - Fall, 2015-16

B. Task Activities

- Number of Recycling Collection Events – Two
- Materials to be collected:
  - Appliances
  - Refrigerators and Freezers+
  - Ferrous Metals
  - Non-ferrous Metals
  - Tires+
  - Lead Acid Batteries
  - Household Batteries

- Porcelain Toilets and Sinks+
- Propane Tanks+
- Mattresses+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment
- Styrofoam
- Paper Shredding Service

+User fees may apply

- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.
- Event promotional methods
  - The events will be coordinated with King County and flyers will be sent to King County Solid Waste Division and Pacific and Algona households.
  - By distributing a promotional flyer through direct mailings.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).
  - By publicizing the events through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2015 volumes and vehicles with prior year's events

D) Task Budget: \$15,000.00

Estimated Costs	2015/16	2015	2015	2015	2016	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$800.00	\$200.00	\$0.00	\$400.00	\$400.00	\$1,000.00
Management/Staffing/Admin/Graphic	\$7,040.00	\$4,209.67	\$1,258.00	\$3,520.00	\$3,520.00	\$12,507.67
Event Staff Costs	\$1,760.00	\$0.00	\$1,760.00	\$880.00	\$880.00	\$3,520.00
Collection/Hauling Costs						
Wood Waste	\$400.00	\$0.00	\$200.00	\$200.00	\$200.00	\$600.00
Scrap Metal, Appliances, etc.	\$1,400.00	\$0.00	\$350.00	\$700.00	\$700.00	\$1,750.00
Tires	\$1,200.00	\$0.00	\$0.00	\$600.00	\$600.00	\$1,200.00
Used Oil/Antifreeze/Filters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Batteries	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Styrofoam	\$300.00	\$0.00	\$400.00	\$150.00	\$150.00	\$700.00
Paper Shredding	\$500.00	\$0.00	\$600.00	\$250.00	\$250.00	\$1,100.00
Printing/Mailing	\$800.00	\$1,200.00	\$1,000.00	\$400.00	\$400.00	\$3,000.00
Event Supplies	\$300.00	\$300.00	\$0.00	\$150.00	\$150.00	\$600.00
Other Expenses - rentals, etc	\$500.00	\$409.49	\$750.00	\$250.00	\$250.00	\$1,659.49
<b>TOTALS</b>	<b>\$15,000.00</b>	<b>\$6,619.16</b>	<b>\$6,318.00</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>	<b>\$27,937.16</b>

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows:  
Project Manager - \$70.00 and Event Staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 3,100 promotional flyers to Pacific and Algona households per event and publicize the events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 10-20 tons of material from the local waste stream per event.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The events will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology may pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Pacific can reduce the amount of recyclable material finding their way to the local landfill. The City of Pacific has a population of approximately 6,850. The City expects, based on past events, that 250-300 households will actively participate each year by bringing recyclable materials to the events for proper disposal and recycling. This will result in 10-20 tons of material diverted from the local waste stream for recycling per year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

## Task Two: Purchase Products Made From Recycled Materials

A) Task Schedule: Fall, 2015-16

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City would like to purchase products made from recycled materials. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by distributing recycle content rain barrels to City residents. The rain barrels weight approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. The number of rain barrels distributed will be based on the size and quality of the barrel selected. The City will work to promote rain barrel distribution to City residents and distribute the rain barrels at City Recycling Collection Events. Residents will be charged a user fee of \$20 for each barrel.

C) Task Budget: \$5,000.00

Recycled Product Purchase	2015 Cost	2016 Cost	2015/16 Total
Distribute Rain Barrels	\$2,500.00	\$2,500.00	\$5,000.00
<b>TOTAL</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$5,000.00</b>

Hourly rates for consultants are as follows: Project Manager - \$70.00 and event staff - \$55.00.

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By distributing recycle content rain barrels, the City will divert recyclable materials from the waste stream. The City will distribute recycled content rain barrels to City residents, which will help promote recycled products. The City will work to promote the rain barrels to City residents for installation and use at resident households. The additional benefits of the rain barrels are that they will help reduce household water consumption and reuse natural rainwater. It is expected that after installation the rain barrels will continue to conserve water resources for many years.

## 2015-2016 Grant Guidelines

### **Program Eligibility:**

Grant funds may be used for a variety of Waste Reduction & Recycling-related programs including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the lists below.

**Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-477-4624).**

#### **Eligible for funding:**

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Household battery collection and recycling (no lead-acid batteries)
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

**The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.**

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

**The following are not eligible for funding:**

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
  - > Treated wood
  - > Paint
  - > Lead acid batteries
  - > Oil, gasoline, and antifreeze
  - > Fluorescent lights
- Household Hazardous Waste Education Programs

Cities should pursue funding through LHWMP or CPG for Household Hazardous Waste collection or education programs.

**Grant Administration:**

*Requests for Reimbursement:*

Cities may choose to submit one request for reimbursement per year during the funding cycle, due no later than March 15, 2016 and March 15, 2017. However, cities may submit requests for reimbursement as frequently as quarterly. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

**By the 5<sup>th</sup> working day of January 2016 and January 2017, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.**

*Progress and Final Reports:*

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2017. (Note: The final request for reimbursement would still need to be submitted by March 15, 2017.) All Progress and Final Reports need to be signed by a city official. Signed reports may be scanned and emailed.

*Amendments:*

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.



Agenda Bill No. 14-193

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** December 8, 2014  
**SUBJECT:** Stewart Road Change Order 4 – Stewart Road

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**ATTACHMENTS:**

- Resolution No. 2014-221
- Memo of explanation

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**Previous Council Review Date:**

**Summary:** Council previously approved ICON Materials to reconstruct Stewart Road. The design of the signal at Stewart and Thornton did not provide an adequate number of pedestrian push button poles to comply with current ADA design requirements. King County maintains our traffic signals and has requested a change in the video detection equipment. Had these changes been included in the original design, the city would have incurred increased costs for the project. The consultant managing the construction has reviewed the quote and finds that the added components and deleted components are correct.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2014-221.

**Motion for Consideration:** Move to approve Resolution No. 2014-221, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 4 TO THE STEWART ROAD CONTRACT WITH ICON MATERIALS FOR ROAD RECONSTRUCTION WORK ON STEWART ROAD.

**Budget Impact:** \$80,000.00. This will be a project cost.

**Alternatives:** None.

**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2014 - 221**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 4 TO THE STEWART ROAD CONTRACT WITH ICON MATERIALS FOR ROAD RECONSTRUCTION WORK ON STEWART ROAD

**WHEREAS**, the City of Pacific Council previously authorized expenditures with ICON Materials for roadway reconstruction work on Stewart Road; and

**WHEREAS**, the design of the traffic signal was not in compliance with King County or ADA standards; and

**WHEREAS**, the contractor has requested additional funds to comply with King County and Standards;

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

Section 1. The Pacific City Council hereby authorizes additional expenditure with ICON Materials for roadway reconstruction work on Stewart Road in the amount of \$80,000.00.

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 22<sup>nd</sup> DAY OF DECEMBER, 2014.

CITY OF PACIFIC

\_\_\_\_\_  
LEANNE GUIER, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NESS, City Clerk

Approved as to form:

\_\_\_\_\_  
CAROL MORRIS, City Attorney

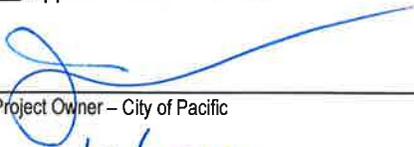
# Change Order 4

<b>Project Number:</b>	TA0903	<b>KPG Project Number:</b>	14057
<b>Project Name:</b>	Stewart Rd. SE & Thornton Ave SW Improvements		
<b>Change Order Number:</b>	004		
<b>Prime Contractor:</b>	Icon Materials		

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

<b>Endorsed by</b>	<b>Surety Consent (if required)</b>
_____ Contractor	_____ Attorney on Fact
_____ Date	_____ Date

Original Contract Amount \$2,941,126.61 Current Contract Amount \$3,015,505.97 Estimated Net Change This Order \$78,805.19 Estimated Contract Total After Change \$3,094,311.16
Original Contract Duration 225 working days Current Contract Duration 225 working days Additional Contract Days This Order 10 working days Proposed Contract Duration 235 working days

<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  Resident Engineer – Daniel Clark 12.4.14 Date	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  on behalf of Tim Davis Contractor – Icon Materials Date
<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  Project Owner – City of Pacific 12/5/2014 Date	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved Project Owner – City of Pacific Date

**Background:**

After reviewing the plans and specifications it became clear the current design did not meet ADA requirements for access to pedestrian push buttons and the video detection system did not meet King County requirements.

**Description of Change:**

This work will change the current design of the intersection to reconfigure pedestrian push buttons to better achieve ADA requirements and updates the specification for the video detection system and the battery backup system to meet King County requirements. This will include adding more push button posts, up-sizing conduits, and adding more wiring. This will also include upgrading and adding more cameras for the video detection system to better align with King County requirements as King County will be the ones managing and operating the system.

**Working Days:**

This will add 10 additional days to the contract.

**Measurement and Payment**

Measurement and payment for the proposed work shall be paid per Lump Sum via the modified Bid Item 96 – Signal System – Stewart RD/Thornton Ave I/S. The Bid Item price will be full compensation for all costs associated with all labor, equipment, incidental material, haul, tools, incidentals, subcontractor and service provider mark-up, overhead and profit required to furnish, install, and successfully complete for all work.

**SUMMARY OF QUANTITIES**

Item no.	Change	Description	Unit	Qty.	Unit price	Amount
Group 1						
CO.004 A	N/A	Stewart Road SE and Thornton Ave SW Intersection Improvements	LS	1	\$ 78,805.19	\$ 78,805.19
Total Group 1					\$ 78,805.19	



**ICON Materials**  
 1508 Valentine Ave. SE  
 Pacific WA 98047  
 (206) 575-3200 ♦ Fax (206) 575-0319  
 www.iconmaterials.com

# Project Quote

## Cost Detail With Pricing

Prime Contractor 1/2

<b>Project Name:</b> Stewart RD - RFP 2	<b>Customer:</b> City Of Pacific
<b>Job Number:</b>	<b>Billing Address:</b> Pacific, WA
<b>Bid As:</b>	
<b>Estimator:</b>	<b>Phone:</b>
<b>Project Address:</b>	<b>Contact:</b> Jim Morgan
<b>Completion Date:</b>	

### Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
<b>D</b> 001 - RFP 2 - Signal System Modifications	1.00	LS	\$68,175.14	\$68,175.14	\$78,805.19	\$78,805.19	15.13%
Electrical Subcontractor (Transportation Systems, Inc.)	1.00	LS	\$54,333.05	\$54,333.05			
Project Staff	0.50	MO	\$14,140.00	\$7,070.00			
Project Staff (20.00 DY/MO, 10.00 DY)	0.50	MO	\$14,140.00	\$7,070.00			
Project Manager	80.00	HR	\$52.50	\$4,200.00			
Project Engineer [0.5]	80.00	HR	\$38.75	\$1,550.00			
Pickup - Bare Rate [1.5]	80.00	HR	\$11.00	\$1,320.00			
<b>D</b> Field Supervision	0.50	MO	\$13,544.18	\$6,772.09			
Field Supervision (20.00 DY/MO, 10.00 DY)	0.50	MO	\$13,544.18	\$6,772.09			
Operator Foreman	90.00	HR	\$65.47	\$5,892.09			
Foreman's Pickup (Bare Rate)	80.00	HR	\$11.00	\$880.00			

## Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$11,642.09	17.08%
Equipment Owned:	\$2,200.00	3.23%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$0.00	0.00%
Subcontracted:	\$54,333.05	79.70%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$0.00	0.00%
<b>Direct Cost:</b>	<b>\$68,175.14</b>	

Prime Contractor 2/2

## Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$68,175.14	86.51%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$271.88	0.35%
Total Overall Cost:	\$68,447.02	86.86%
Total Overhead:	\$0.00	0.00%
Total Profit:	\$10,358.17	13.14%
Total Margin:	\$10,358.17	13.14%
Total Bid Price:	\$78,805.19	



3218 142<sup>nd</sup> Avenue East, Sumner, WA 98390  
206-259-9804 \* 253-863-9626 fax

November 25, 2014

Sub-Contractor 1/2

Jared Koester  
Icon Materials Inc.  
1508 Valentine Ave SE  
Pacific, WA 98407

**Project:** City of Pacific – Stewart Road Project  
**Serial Letter:** 006  
**Subject:** RFP #001 – Pedestrian Push Buttons & Traffic Video Camera System  
REVISED TO PVC CONDUIT FOR SIGNAL & Conduit Credit REQ.

Jared,

Transportation Systems, Inc., submits the following change proposal for RFP #001 Thornton Avenue Signal Change in the amount of \$51,343.05, plus management and project supervision in the amount of \$2,990.00, for a total cost to the project of \$54,333.05. Our proposal includes use tax on our materials only.

Earlier I attached the submittals on the video camera system and a Tesco Battery Backup System. Please review and let us know if this acceptable and we will begin procurement of materials.

With this change we respectfully request an additional 10 days be added to the contract for the construction work.

I deleted off the 2 inch conduit from my proposal. I should not have included that in the proposal, as it is part of the entire switch to pvc. In all, the savings with the pvc should be split 50/50, however, in the spirit of cooperation, we are willing to swap it out without the credit at this time to us. In addition, I deducted off 150 ft of 2 inch, and 140 ft of 3 inch conduit from the proposal as requested.

This proposal does not include any costs associated with the performance of work out of sequence, stacking of trades, or acceleration. Pricing is based upon TSI's plan to progress through this project systematically from one end to the other. If the work ends up moving TSI to several different locations, and not in a typical fashion, TSI will seek additional compensation for out of sequence work.

If you have any questions, please do not hesitate to contact me at 206-510-6533.

Sincerely,  
Transportation Systems, Inc.

A handwritten signature in black ink, appearing to read "Bryson Huie".

Bryson Huie, P.E.

TRANSPORTATION SYSTEMS, Inc

CHANGE REQUEST

PROJECT NAME: Stewart Road  
 TRANSPORTATION SYSTEMS: W14-036  
 TSI CHANGE ORDER #: 1  
 DATE: 11/25/2014  
 RFP #: #001 - Add Camera System, Pedestrian Poles/Foundations and conduits

Sub-Contractor 2/2

Unit	DESCRIPTION	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACTOR	
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	Camera System & Submittals	2.00	2.00	\$ 23,218.80	\$ 23,218.80	\$ -	\$ -	\$ -	\$ -
1	Mount Rack for installation in controller cabinet	2.00	2.00	\$ 1,080.00	\$ 1,080.00	\$ -	\$ -	\$ -	\$ -
4	Mount Cameras on Mast Arms	7.00	28.00	\$ 25.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -
4	Surge Suppressor	0.50	2.00	\$ 9.80	\$ 39.20	\$ -	\$ -	\$ -	\$ -
4	Mount Fuse Block Holders in cabinet	1.00	4.00	\$ 1.00	\$ 4.00	\$ -	\$ -	\$ -	\$ -
4	Camera Cable Ends	0.25	1.00	\$ 1.56	\$ 6.25	\$ -	\$ -	\$ -	\$ -
900	Wire Installation for Video Cameras	0.01	7.20	\$ 0.02	\$ 18.00	\$ -	\$ -	\$ -	\$ -
8	Site Setup with Manufacturer Rep & Final Aiming of Cameras by bucket truck	1.00	8.00			\$ 37.00	\$ 296.00	\$ -	\$ -
7	Ped Poles	1.25	8.75	\$ 675.00	\$ 4,725.00	\$ -	\$ -	\$ -	\$ -
7	Ped Pole Foundations (2x3)	3.00	21.00	\$ 300.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -
1000	2CS for the Pedestrian Push Button	0.01	10.00	\$ 0.55	\$ 550.00				
1000	4C for Pedestrian Push Button	0.01	10.00	\$ 0.55	\$ 550.00				
-1	Gridsmart Camera	14.00	-14.00	\$ 11,515.00	\$ (11,515.00)				
260	Trench adder for more conduit	0.04	10.40	\$ 5.00	\$ 1,300.00				
110	Trench to new push button locations	0.08	8.80	\$ 5.00	\$ 550.00				
110	1 inch PVC Conduit	0.18	19.80	\$ 0.52	\$ 57.53				
28	1 inch PVC Couplings	0.08	2.24	\$ 0.16	\$ 4.51				
14	1 inch PVC 90 deg conduit bend	0.25	3.50	\$ 1.54	\$ 21.56	\$ -	\$ -	\$ -	\$ -
14	1 inch Bell Ends	0.20	2.80	\$ 1.42	\$ 19.94	\$ -	\$ -	\$ -	\$ -
-150	2 inch RGS Conduit	0.08	-12.00	\$ 2.97	\$ (445.50)				
-2	2 inch RGS Couplings	0.18	-0.36	\$ 3.18	\$ (6.36)				
-2	2 inch RGS 90 deg conduit bend	0.25	-0.50	\$ 10.04	\$ (20.08)				
-140	3 inch RGS Conduit	0.08	-11.20	\$ 6.34	\$ (887.45)				
-2	3 inch RGS Conduit bends	0.25	-0.50	\$ 26.45	\$ (52.90)				
-4	3 inch RGS Couplings	0.10	-0.40	\$ 7.97	\$ (31.88)				
170	3 inch PVC Conduit	0.09	15.30	\$ 2.07	\$ 351.90	\$ -	\$ -	\$ -	\$ -
8	3 inch PVC Conduit bends	0.25	2.00	\$ 14.08	\$ 112.64	\$ -	\$ -	\$ -	\$ -
8	3 inch Bell Ends	0.20	1.60	\$ 3.04	\$ 24.32	\$ -	\$ -	\$ -	\$ -
16	3 inch Couplings	0.10	1.60	\$ 1.14	\$ 18.24	\$ -	\$ -	\$ -	\$ -
180	4 inch Conduit	0.11	19.80	\$ 3.21	\$ 577.80	\$ -	\$ -	\$ -	\$ -
6	4 inch Conduit bends	0.25	1.50	\$ 35.99	\$ 215.94	\$ -	\$ -	\$ -	\$ -
6	4 inch Bell Ends	0.20	1.20	\$ 3.62	\$ 21.72	\$ -	\$ -	\$ -	\$ -
12	4 inch Couplings	0.10	1.20	\$ 1.75	\$ 21.00	\$ -	\$ -	\$ -	\$ -
-1	Credit to Switch to PVC Conduit for Signal Work			\$ 4,145.51	\$ (4,145.51)	\$ -	\$ -	\$ -	\$ -
1	Restock Fee on Conduit		0.00	\$ 829.10	\$ 829.10	\$ -	\$ -	\$ -	\$ -
1	Load Out Rigid Conduit	6.00	6.00			\$ -	\$ -	\$ -	\$ -
-1	Alpha Technologies - BBS System per Spec	6.00	-6.00	\$ 5,877.00	\$ (5,877.00)				
1	BBS System per King County	6.00	6.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -
24	Bucket Truck	0.05	1.20	\$ -	\$ -	\$ 37.00	\$ 888.00	\$ -	\$ -
40	Backhoe	0.10	4.00	\$ -	\$ -	\$ 37.00	\$ 1,480.00	\$ -	\$ -
88	Service Truck	0.10	8.80	\$ -	\$ -	\$ 33.32	\$ 2,932.16	\$ -	\$ -
			<u>176.73</u>		<u>\$ 21,535.78</u>		<u>\$ 5,596.16</u>		<u>\$ -</u>

HOURS MULTIPLIED BY BURDENED RATE	\$72.09	\$12,740.47
MARK UP APPLIED TO LABOR	29.00%	\$3,694.74
Material	\$	21,535.78
MARK UP APPLIED TO MATERIAL	21.00%	\$4,522.51
TOTAL EQUIPMENT	\$	5,596.16
MARK UP APPLIED TO EQUIPMENT	21.00%	\$1,175.19
TOTAL SUBCONTRACTOR		\$0.00
MARK UP APPLIED TO SUBCONTRACTOR	0.00%	\$0.00
<b>SUB TOTAL</b>		<u>\$49,264.84</u>
Washington State Sales Taxes (Use Tax)	9.65%	<u>\$2,078.20</u>
<b>Sub- TOTAL OF CHANGE REQUEST</b>		<b>\$51,343.05</b>

\*This proposal is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these related items of cost prior to any final settlement of this contract.



**CITY OF PACIFIC**  
100 3RD AVENUE SOUTHEAST  
PACIFIC, WASHINGTON 98047  
CITY HALL (253) 929-1100  
FAX (253) 939-6026

**DATE:** December 4, 2014  
**TO:** Public Works Committee  
**FROM:** Lance Newkirk, Public Works Manager  
**RE:** Speed Limit Study for Frontage Road

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### **ISSUE**

The issue for discussion is consideration of commissioning an engineering analysis and traffic investigation to establish the speed limit along Frontage Road.

### **BACKGROUND**

The speed limit on Frontage Road was set at 35 MPH via Ordinance 535 (May 1974). Spring of this year a slide occurred that blocked West Valley Highway. During this blockage additional vehicle traffic used Frontage Road as a detour route. As a result, the City lowered the speed limit on Frontage Road to 25 MPH. The emergency conditions that prompted the lowering of the speed limit on Frontage Road are no longer present. Therefore, to consider keeping the speed limit on Frontage Road posted at 25 MPH requires engineering and traffic investigation in accordance with RCW 46.61.415 and adopted City procedures.

Public Works received a proposal to conduct the engineering and traffic investigation through its on-call engineering services contract. The cost to complete this study is \$5,665.

### **RECOMMENDATIONS**

Public Works staff recommends commissioning an engineering and traffic investigation for Frontage Road, through its on-call engineering services contract, to consider lowering the speed limit to 25 MPH on a fulltime basis.



**TO:** Mayor Guier and City Council Members  
**FROM:** Amy Stevenson-Ness, City Clerk  
**MEETING DATE:** December 15, 2014  
**SUBJECT:** Park Board Reappointments

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**ATTACHMENTS:**

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

**Summary:** On December 31, 2014, terms for two members of the City's Park Board will expire.

The appointments are:

Kate Hull

Gary Nitschke

Ms. Hull and Mr. Nitschke are requesting reappointment to the Board of Park Commissioners for three year terms ending December 31, 2017.

**Recommendation:** Mayor Guier recommends their reappointments.

**Motion for Consideration:** I move to confirm the reappointment of Katherine Hull and Gary Nitschke to the Board of Park Commissioners for three year terms ending December 31, 2017.

**Budget Impact:**

**Alternatives:**



Agenda Bill No. 14-195

**TO:** Mayor Guier and City Council Members  
**FROM:** Richard A. Gould, City Administrator  
**MEETING DATE:** 12/15/2014  
**SUBJECT:** Ordinance No 2014-1887 Amending the 2014 Budget

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**ATTACHMENTS:** Ordinance No. 2014-1887  
2014 Budget Amendment Narrative  
FTE Salary Schedule changes

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**Previous Council Review Date:** None

**Summary:** This Ordinance is presented to amend the 2014 Budget for the following items:

Adjust projected Beginning Balances to Actual.

Adjust Revenue to allow for increased collections.

Adjust Expenditures to allow for increased expenses.

Adjust the Salary Schedule for the changes due to labor negotiations and change in the staffing level in the various City Departments.

Adjust for Grants not applied for as projects were put on hold thereby reducing expenditures and revenues.

Adjust for the creation of, closing of and rolling into the General Fund, Funds.

Adjusting the Ending Fund Balances for changes.

These adjustments are made to record authorized activities throughout the year.

**Recommendation/Action:** Accept this as the final reading and adopt Ordinance No. 2014-1887 adopting the Amended-Budget for the year 2014 and amending the estimated revenues and appropriations. This Ordinance also amends the staffing levels.

**Motion for Consideration:** I move to accept this as the final reading and adopt Ordinance No. 2014-1887 amending the Budget for the year 2014 and setting forth the amended revenues and appropriations.

**Budget Impact:** none

**Alternatives:** N/A

**CITY OF PACIFIC  
WASHINGTON  
ORDINANCE NO. 14-1887**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,  
AMENDING THE BUDGET FOR THE YEAR 2014; AMENDING  
ORDINANCE NO. 1850, ADOPTED DECEMBER 9, 2013.**

**WHEREAS**, the City Council adopted Ordinance No. 1850, adopting the budget for the year 2014 on December 9, 2013; and

**WHEREAS**, pursuant to RCW 35A.33.120, the City Council may authorize the expenditure of funds in excess of estimated financing received during the current fiscal year by ordinance amending the original budget; and

**WHEREAS**, there is a need for additional expenditures to be budgeted within the Current Expense, General Equipment Reserve Fund (098), LID 3 Redemption and Reserve Funds (206/207), 2000 Fire GO Bond Fund (208), Roads Capital Improvements Fund (301), Parks Capital Improvement Fund (305), Sewer Fund (402), Garbage Fund (403), Stormwater Fund (409), Stormwater Facility Fund (410), Utilities Equipment Reserve Fund (499), and Developer Deposits Fund (630) for expenditures in which the extent of which could not be contemplated at the time of adopting the 2014 fiscal year budget; and

**WHEREAS**, revenues, as shown in the attached schedule are available from the sources indicated for the making of said expenditures; and

**WHEREAS**, the City Council now desires to amend the budget for the year 2014 to correct the beginning balances; to reallocate the Senior (003), Youth (004), Parks (005), Neighborhood Parks (006), Public Safety Forfeiture (021), and the Criminal Justice (022) Fund back to the General Fund (001); create the Parks Capital Improvement Fund (305), close the LID 3 Redemption and Reserve (206/207) and the 2000 Fire GO Bond (208) Funds and transfer their balances to the General Fund (001), and recognize unanticipated grant revenues and expenditures; to recognize increases and decreases in other financing sources; to amend the Salary Schedule; and to make corresponding changes in expenditure appropriations;

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

**Section 1.** The budget for the City of Pacific, Washington, for the year 2014 is hereby adopted at the fund level in Ordinance No. 14-1850 is amended to modify appropriations for financing sources and expenditures with increases and decreases to funds as follows:

**Section 2.** The 2014 Salary Schedule is amended as per Attachment "A" showing authorized, budgeted staffing levels.

**Section 3.** Effective Date. This Ordinance shall take effect and be in full force five (5) days from and after its passage, approval and publication as required by law.

Fund		Adopted Budget-2014	Increase (Decrease) Revenues	Increase (Decrease) Appropriations	Amended Budget
001	General Fund	\$ 5,381,490.00	\$ 600,000.00	\$ 600,000.00	\$ 5,981,490.00
098	General Fund Equipment Reserve	\$ 177,516.00	\$ 50,000.00	\$ 50,000.00	\$ 227,516.00
099	General Fund Cumulative Reserve	\$ 134,675.00	\$ 5,000.00	\$ 5,000.00	\$ 139,675.00
101	Street Fund	\$ 659,519.00	\$ (100,000.00)	\$ (100,000.00)	\$ 559,519.00
107	Tourism Fund	\$ 91,562.00	\$ 5,000.00	\$ 5,000.00	\$ 96,562.00
206	LID 3 Redemption Fund	\$ 700,911.00	\$ (100,000.00)	\$ (100,000.00)	\$ 600,911.00
207	LID 3 Reserve Fund	\$ 961.00	\$ 50.00	\$ 50.00	\$ 1,011.00
208	2000 Fire GO Bond Fund	\$ 126,139.00	\$ 5,000.00	\$ 5,000.00	\$ 131,139.00
300	Municipal Capital Improvements Fund	\$ 529,282.00	\$ 325,000.00	\$ 325,000.00	\$ 854,282.00
301	Roads Capital Improvements	\$ 255,382.00	\$ 400,000.00	\$ 400,000.00	\$ 655,382.00
305	Parks Capital Improvement Fund	\$ -	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
308	Valentine Road Project Fund	\$ 8,638,878.00	\$ (7,000,000.00)	\$ (7,000,000.00)	\$ 1,638,878.00
309	West Valley Highway Capital Imp	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
310	Stewart/Thornton Ave Rd Project	\$ 5,342,734.00	\$ (3,000,000.00)	\$ (3,000,000.00)	\$ 2,342,734.00
333	Fire Capital Improvement	\$ 61,507.00	\$ 25,000.00	\$ 25,000.00	\$ 86,507.00
401	Water Fund	\$ 1,569,572.00	\$ 150,000.00	\$ 150,000.00	\$ 1,719,572.00
402	Sewer Fund	\$ 1,941,041.00	\$ 50,000.00	\$ 50,000.00	\$ 1,991,041.00
403	Garbage Fund	\$ 290,171.00	\$ 25,000.00	\$ 25,000.00	\$ 315,171.00
406	Water Capital Improvement Fund	\$ 944,771.00	\$ 600,000.00	\$ 600,000.00	\$ 1,544,771.00
408	Sewer Cumulative Fund	\$ 621,290.00	\$ 10,000.00	\$ 10,000.00	\$ 631,290.00
409	Stormwater Fund	\$ 1,279,646.00	\$ 15,000.00	\$ 15,000.00	\$ 1,294,646.00
410	Stormwater Facility Fund	\$ 97,546.00	\$ 75,000.00	\$ 75,000.00	\$ 172,546.00
411	Pierce County Water Area Fund	\$ 29,821.00	\$ 225,000.00	\$ 225,000.00	\$ 254,821.00
499	Utilities Equipment Reserve Fund	\$ 143,702.00	\$ 175,000.00	\$ 175,000.00	\$ 318,702.00
601	Customer Deposits Fund	\$ 5,160.00	\$ 5,000.00	\$ 5,000.00	\$ 10,160.00
630	Developer Deposits Fund	\$ 50,730.00	\$ 25,000.00	\$ 25,000.00	\$ 75,730.00
640	Algona Court Fund	\$ 191,305.00	\$ 10,000.00	\$ 10,000.00	\$ 201,305.00
		\$ 29,265,311.00	\$ (7,069,950.00)	\$ (7,069,950.00)	\$ 22,195,361.00

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
22<sup>nd</sup> DAY OF DECEMBER, 2014.**

\_\_\_\_\_  
Leanne Guier, Mayor

ATTEST:

\_\_\_\_\_  
Amy Stevenson-Ness, City Clerk

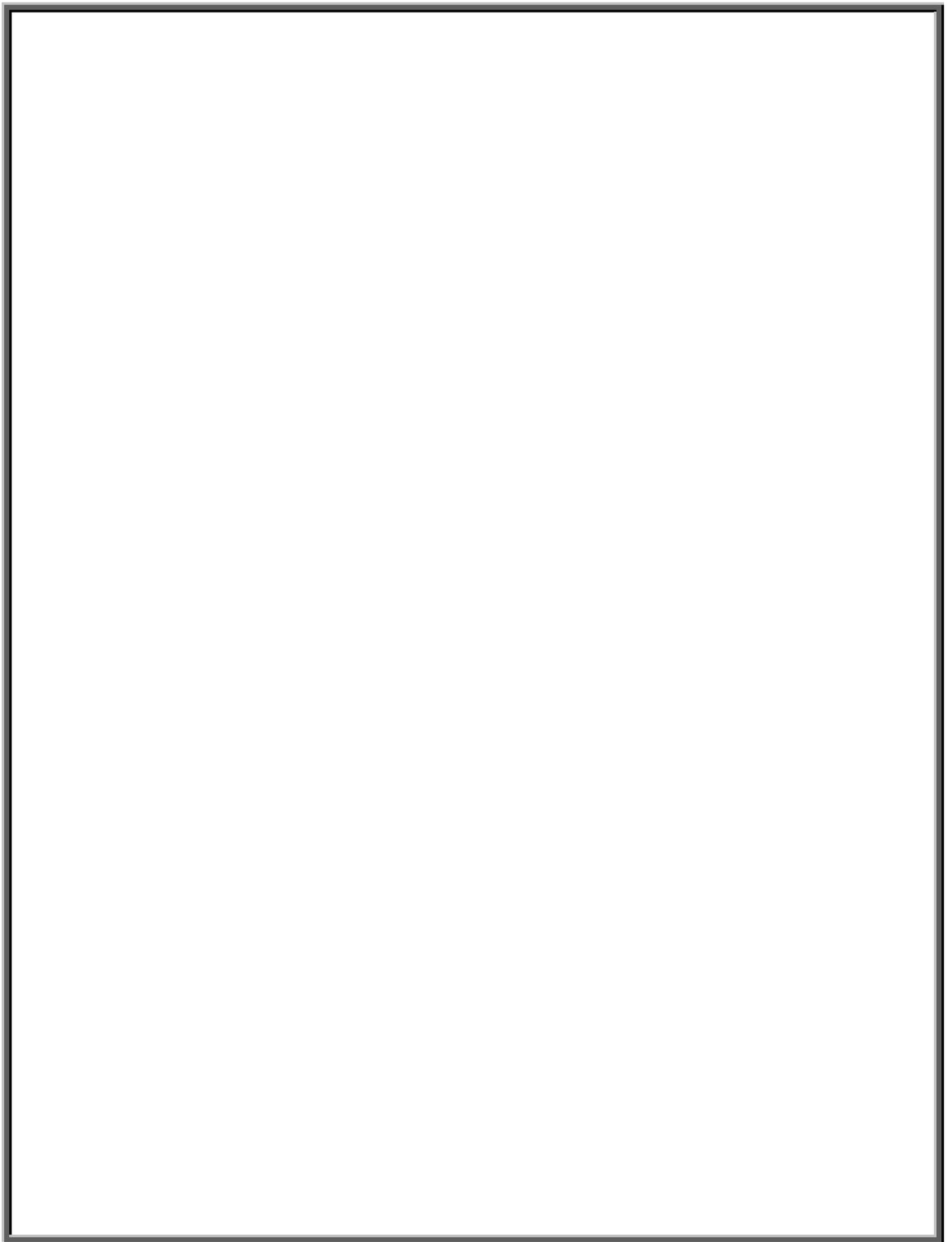
APPROVED AS TO FORM:

\_\_\_\_\_  
Carol Morris, City Attorney

**City of Pacific**

**2014 Amended SALARY and Authorized FTE SCHEDULE**

Position	Full Time Equivalents Number Authorized and Budgeted	Monthly Salary Range	
		Minimum	Maximum
Elected Mayor	1.0	750.00	750.00
Elected Council Member	7.0	200.00	200.00
<b>Total Elected Officials</b>		<b>8.0</b>	
Public Safety Director	1.0	8,333.33	10,615.28
Community Development Manager	1.0	5,441.00	7,000.00
City Engineer	0.5	5,945.43	6,892.42
Police Lieutenant	1.0	7,612.73	8,750.00
Finance Director/City Administrator	1.0	6,934.00	9,000.00
Public Works Lead	1.0	4,490.63	5,205.89
Police Sergeant	1.0	6,591.51	7,500.00
Public Works Manager	1.0	5,441.00	7,000.00
Water/Stormwater Manager	1.0	4,359.83	5,055.00
Building Inspector/Code Enforcement	1.0	4,360.00	5,250.00
Police Detective	1.0	5,500.00	7,150.00
City Clerk	1.0	4,693.00	6,000.00
Office Assistant	1.0	2,716.00	3,150.00
Court Administrator	1.0	4,293.28	6,271.00
Police Officer	6.0	4,411.78	6,250.00
Associate Planner	1.0	4,232.84	5,100.00
Maintenance Worker II	4.0	3,651.31	4,500.00
Maintenance Worker I	1.0	3,441.71	4,233.00
Permit Technician	0.8	3,651.31	4,500.00
Lead Finance Technician	1.0	3,651.31	4,232.84
Finance Technician II	1.0	3,544.94	4,500.00
Evidence Technician	1.0	3,544.94	4,109.58
Police Services Specialist II	1.0	3,544.94	4,233.00
Finance Technician I	1.0	3,545.00	4,330.00
Court Clerk	1.0	3,441.71	4,110.00
Community Services Assistant	1.0	2,716.92	3,250.00
Bus Driver/Activities Coordinator	0.8	2,716.92	3,149.63
Youth Services Coordinator	1.0	2,716.92	3,250.00
		<b>Hourly Rates</b>	
Correction Sergeant (1)		22.00	22.00
Correction Officer (3)		20.56	20.56
Community Services Assistant (seasonal)		12.00	12.00
PW Seasonal Maintenance (2)			15.67
<b>Total Authorized and Budgeted Staff</b>		<b>35.00</b>	



## 2014 Budget-Amendment Narrative

With the help of the City staff I have prepared the Budget 2014 Amendment Ordinance. There are five funds that are over budget due to actual (and projected) expenses exceeding budgeted expenses. These are explained below:

- The General Fund Equipment Reserve Fund (98) was over spent by \$53,219. This is due to the replacement of the police car that was totaled in the shooting in February (\$26K) and other unbudgeted police related purchases (trailer \$16.5K and evidence software \$8.2K).
- The Roads Capital Improvements Fund (301) was under budgeted by \$190K as more projects were completed than had been anticipated (preservation of roads-TIB).
- The Sewer Fund (402) was over budget by \$139K. This was mostly due to under budgeting for the expenses related to the increased taxes owed (Utility & B&O taxes) and the increase in King County Metro.
- The Garbage Fund (403) was over spent due to being under budgeted in the environmental expenses (\$10K).
- The Stormwater Fund (409) was barely over budget (\$7K) which is due to similar taxes from increased rates and projected spending later this month.
- The Stormwater Facility Fund (410) was over budget by \$6,338 due to a Parametrix invoice for \$9K that was not anticipated.
- The Developer Deposits Fund (630) was over budget by \$3,214 due to higher activity (refunds) than anticipated.

There was also unanticipated activity due to the closing of some funds, creation of another and the combining of other funds into the General Fund (001). The funds that were closed and funds balances rolled into the General Fund:

- LID 3 Redemption and Reserve Funds for \$472K and the 2000 Fire GO Bond (208) for \$126K.
- The Fund that was created was the Parks Capital Fund (305).
- The funds that were rolled into the General Fund as departments were the Senior Services (003), Youth Services (004), Parks Fund (005), Neighborhood Parks (006) Public Safety Forfeiture (021) and the Criminal Justice Fund (022). They had both their revenues and expenditures included in the General Fund.

There were also additional interfund transfers added in 2014:

- The General Fund is transferring \$400K to the Capital Improvement Fund (300).
- The Utility Funds (Water 401, Sewer-402 & Stormwater 409) transferred \$57K for citywide shared costs (legal etc.).

The FTE schedule was amended due to Ranges being incorrect (Corrections Sergeant, Public Safety Director & Office Assistant).

This budget amendment also includes increases in revenue and the change in cash position for 2014 is projected to be over \$900K.

*Richard A. Gould*  
City Administrator

## Fund Balance change:

Fund		Beginning Fund Balance	Revenue	Expense	End Fund Balance
001	General Fund	\$ 1,276,812.04	\$ 4,517,254.85	\$ 4,296,307.47	\$ 1,497,759.42
098	General Fund Equipment Reserve	\$ 42,519.76	\$ 170,039.31	\$ 153,218.58	\$ 59,340.49
099	General Fund Cumulative Reserve	\$ 134,689.02	\$ 100.99	\$ -	\$ 134,790.01
101	Street Fund	\$ 131,129.59	\$ 257,820.62	\$ 291,234.57	\$ 97,715.64
107	Tourism Fund	\$ 81,522.33	\$ 11,522.11	\$ -	\$ 93,044.44
206	LID 3 Redemption Fund	\$ 322,747.39	\$ 150,339.20	\$ 473,086.59	\$ -
207	LID 3 Reserve Fund	\$ 959.80	\$ 5.56	\$ 961.36	\$ 4.00
208	2000 Fire GO Bond Fund	\$ 126,269.16	\$ 96.24	\$ 126,345.40	\$ 20.00
300	Municipal Capital Improvements Fund	\$ 334,754.75	\$ 499,264.54	\$ -	\$ 834,019.29
301	Roads Capital Improvements	\$ 159,834.62	\$ 401,641.19	\$ 315,641.13	\$ 245,834.68
305	Parks Capital Improvement Fund	\$ 145,399.59	\$ 123,226.97	\$ 1,500.00	\$ 267,126.56
308	Valentine Road Project Fund	\$ 209,380.88	\$ 220,659.92	\$ 100,000.00	\$ 330,040.80
309	West Valley Highway Capital Imp	\$ -	\$ -	\$ -	\$ -
310	Stewart/Thornton Ave Rd Project	\$ 184,688.24	\$ 1,912,526.08	\$ 1,658,827.99	\$ 438,386.33
333	Fire Capital Improvement	\$ 61,265.33	\$ 9,375.10	\$ -	\$ 70,640.43
401	Water Fund	\$ 570,914.55	\$ 1,053,104.19	\$ 978,603.40	\$ 645,415.34
402	Sewer Fund	\$ 43,679.00	\$ 1,888,834.40	\$ 1,866,378.79	\$ 66,134.61
403	Garbage Fund	\$ 265,880.55	\$ 34,389.76	\$ 27,098.46	\$ 273,171.85
406	Water Capital Improvement Fund	\$ 850,350.53	\$ 618,905.63	\$ 723,135.57	\$ 746,120.59
408	Sewer Cumulative Fund	\$ 533,284.96	\$ 20,298.76	\$ 40,000.00	\$ 513,583.72
409	Stormwater Fund	\$ 487,673.43	\$ 669,182.39	\$ 553,519.30	\$ 603,336.52
410	Stormwater Facility Fund	\$ 91,827.72	\$ 8,853.53	\$ 11,338.22	\$ 89,343.03
411	Pierce County Water Area Fund	\$ 180,226.20	\$ 3,486.75	\$ 19,996.25	\$ 163,716.70
499	Utilities Equipment Reserve Fund	\$ 143,853.00	\$ 125,169.87	\$ 109,684.98	\$ 159,337.89
601	Customer Deposits Fund	\$ 5,159.91	\$ -	\$ -	\$ 5,159.91
630	Developer Deposits Fund	\$ 38,054.96	\$ 24,030.00	\$ 3,714.18	\$ 58,370.78
640	Algona Court Fund	\$ 11,992.26	\$ 169,947.08	\$ 178,333.71	\$ 3,605.63
		\$ 6,434,869.57	\$ 12,890,075.04	\$ 11,928,925.95	\$ 7,396,018.66