



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

October 3, 2016
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**
- (3) **A. AB 16-091: Sign Code Change Discussion** (15 min.)
(Jack Dodge)
- (52) **B. AB 16-090: Office Park District Changes Discussion** (15 min.)
(Jack Dodge)
- (61) **C. AB 16-097: Resolution No. 2016-373: City Hall Campus Standby** (15 min.)
Generator Construction Contract.
(Jim Morgan)
- (100) **D. AB 16-098: Resolution No. 2016-374: Setting Utility Rate Public Hearing** (5 min.)
for November 21, 2016, at 6:30 p.m.
(Jim Morgan)
- (103) **E. AB 16-099: Resolution No. 2016-375: Authorizing the execution of** (5 min.)
an agreement with the Law Offices of Susan Elizabeth Drummond, PLLC.
(Amy Stevenson-Ness)
- (108) **F. AB 16-100: Resolution No 2016-376: Setting a public hearing to receive** (5 min.)
public testimony regarding the projected revenues for 2017 and ad valorem
tax levy.
(Richard Gould)
- (110) **G. AB 16-101: Resolution No. 2016-377: Setting two public hearings** (5 min.)
to receive public testimony regarding the City of Pacific's Budget for 2017.
(Richard Gould)



TO: Mayor Guier and City Council Members
FROM: Jack Dodge, Community Development Manager
MEETING DATE: October 3, 2016
SUBJECT: Adoption of a new Sign Code, repeal of existing Sign Code

ATTACHMENTS: 1. **Revised Ordinance 2016-1938 Revisions to Chapter 20.84 Sign Code**

Governance Committee: 5/14/16
Planning Commission: 6/28/16, 7/26/16 Public Hearing
Previous Council Review Date: 9/6/16, 9/12/16

Summary:

Proposed changes to new Sign Code

The Council at the September 12th meeting had some concerns regarding the new draft sign code related to freeway oriented signs. The sign code as presented and recommended by the Planning Commission, prohibited freeway oriented signs with a few exceptions. There was discussion regarding a proposed “freeway sign district” which staff explained was not feasible at this time (due to equal protection issues). Staff was instructed provide a method to allow freeway oriented signs. Staff has tweaked the proposed sign code so that freeway oriented signs would be allowed and not trigger equal protection issues under the law. These changes are highlighted on page 16 (Section 20.84.110) and page 28 (Section 20.84.210) of the attached ordinance. In summary, these changes:

- Removes the prohibition of freeway oriented signs.
- Allows up to two monument/freestanding signs for developments with site frontage on more than one improved public right-of-way (ROW). State Route 167 is regarded as an improved public right-of-way.

The allowed height and size of a monument/freestanding sign adjacent to SR 167 would be same as allowed elsewhere in the Commercial (C), Highway Commercial (HC) and Light Industrial (LI) zones (85 sq. ft. up to 15 feet in height, adopted in 1998). In the proposed “Freeway Sign District” signs up to 45 feet in height and 150 sq. ft. in area were proposed for specific properties (which triggered the equal protection issues).

Background:

In June of 2015, the US Supreme Court decided a case that had the effect of invalidating sign codes adopted by local governments throughout the nation. In this case (*Reed v. Town of Gilbert*, 135 S.Ct. 2218 (2015)), the Court decided a sign code which regulated signs based on the subject matter, or bearing a particular message, was unconstitutional. In the Town's sign code, signs that communicated "a message or ideas" were limited as to size but had no placement or time restrictions. Political signs were limited as to size but could only be placed during election season. There were other restrictions on other types of signs, but the problem identified by the Court was that the Town regulated signs based on the content of the sign.

Under the First Amendment to the US Constitution, a municipal government has no power to restrict expression because of its message, ideas, subject matter or content. Therefore, content-based laws which target speech based upon its communicative content are unconstitutional, unless the government can prove that they are narrowly tailored to serve compelling government interests. In *Reed*, the Town could not show that the regulations were narrowly tailored to achieve the usual governmental interests implicated by sign codes (aesthetics, threat to safety, etc.), because there was no reason to believe that political signs posed a greater threat to these interests than ideological or directional signs (or vice versa).

Summary of Proposed Sign Code:

The City of Pacific's sign code, like practically all other sign codes, suffered from the same defects. Therefore, the City Attorney and Community Development Manager worked together to modify a model sign code written by the City Attorney, Carol Morris.

Summary of the Sign Code Changes

- The format of the Sign Code has been changed.
- Adds a significant number of new figures to illustrate the sign code requirements.
- Adds code language that regulates the size and brightness of digital signs, neon signs, and electronic message center (EMC) signs.
- Now allows canopy signs which were previously prohibited (20.84.160).
- Signs are regulated according to a number of non-content based factors, such as permanence, type of sign (*i.e.*, projecting, awning, canopy, etc.) rather than the message (*i.e.*, political, real estate, etc.).
- Revises the code regarding "Temporary Signs" to conform to the US Supreme Court decision (20.84.260).

Planning Commission Recommendation

The Planning Commission conducted a public hearing regarding the proposed code revisions at their July 26, 2016 meeting. The recommendation of the Planning Commission's and staff is that the City Council adopt Ordinance 2016-1938 adopting a new Chapter 20.84 Sign Code of the (PMC). This included the prohibition of "freeway" oriented signs.

Recommended Action:

1. Continue the discussion regarding freeway oriented signs. Should the Council wish to allow freeway oriented signs, then the City Council should set a separate public hearing to gain public input regarding the allowance of freeway oriented signs.

Recommended Motion:

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO.2016-1938

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A NEW SIGN CODE, DESCRIBING EXEMPTIONS, PROHIBITED SIGNS, REQUIRING SIGN PERMITS, ALLOWING FOR SIGN VARIANCES, ESTABLISHING SIGN STANDARDS SUCH AS ALLOWED HEIGHTS, PLACEMENT AND LOCATIONS, DESCRIBING SIGN TYPES AND THE REGULATIONS APPLICABLE TO EACH, SETTING FORTH DEFINITIONS; REPEALING CHAPTER 20.84 AND ADDING A NEW CHAPTER 20.84 TO THE PACIFIC MUNICIPAL CODE.

WHEREAS, the U.S. Supreme Court issued a decision (*Reed v. Gilbert*, 135 S. Ct. 2218 (2015)) which required that the City substantially revise its existing sign code; and

WHEREAS, the SEPA Responsible Official issued a SEPA DNS (determination of non-significance) on the attached Ordinance on May 20, 2016, which was not appealed; and

WHEREAS, the City submitted the attached Ordinance to the Department of Community Development on May 9, 2016, as required by RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on July 26, 2016, and recommended APPROVAL to the City Council;

WHEREAS, the City Council considered this ordinance during its regular meeting on September 12, 2016; Now, Therefore,

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

Section 1. Chapter 20.84 of the Pacific Municipal Code is hereby repealed.

Section 2. A new Chapter 20.84 is hereby added to the Pacific Municipal Code, which shall read as follows:

Chapter 20.84
Sign Code

Part I. General Provisions.

- 20.84.010 Intent and Purpose.
- 20.84.020 Applicability and Interpretations.
- 20.84.030 Exemptions.
- 20.84.040 Prohibited Signs.

Part II. Permitting.

- 20.84.050 Sign Permits.
- 20.84.060 Master Sign Plans
- 20.84.070 Sign Variances.
- 20.84.080 Nonconforming Signs, Maintenance, Removal and Enforcement.

Part III. Sign Standards Applicable to All Signs.

- 20.84.090 Sign Illumination.
- 20.84.100 Sign Materials.
- 20.84.110 Sign Placement and Location Restrictions.
- 20.84.120 Sign Area Measurements.
- 20.84.130 Sign Height Measurements.
- 20.84.140 Sign Structure and Installation.

Part IV. Sign Types.

- 20.84.150 Accessory Signs.
- 20.84.160 Awning or Canopy Signs.
- 20.84.170 Building Mounted Wall Signs.
- 20.84.180 Changeable Copy Signs.
- 20.84.190 Digital Signs.
- 20.84.200 Electronic Message Center (EMC) Signs.
- 20.84.210 Freestanding Signs.
- 20.84.220 Portable Signs.
- 20.84.230 Projecting Signs.
- 20.84.240 Service Island Signs.
- 20.84.250 Sign Walkers.
- 20.84.260 Temporary Signs.
- 20.84.270 Window Signs

Part V. Definitions

- 20.84.290 Definitions.
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Part I. General Provisions.

Section 20.84.010 Intent and Purpose.

A. **Intent.** Signs have a strong visual impact on the character and quality of the community. As a prominent part of the scenery, they attract or repel the viewing public, affect the safety of vehicular traffic, and their suitability or appropriateness helps to set the tone for the neighborhood. The City also relies upon its scenery and physical beauty to attract commerce, so aesthetic considerations assume economic value. It is the intent of the City, through this Chapter, to protect and enhance the City's historic and residential character and its economic base through the provision of appropriate and aesthetic signage. In addition, it is the intent of the City to limit the size, type and location of signs in order to minimize their distracting effect on drivers and thereby improve traffic safety.

B. Purpose. The purpose of this Chapter is to promote the public health, safety and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral and nondiscriminatory sign standards and requirements. This Chapter has also been adopted to:

1. Promote and accomplish the goals, policies and objectives of the City's Comprehensive Plan and Zoning Code;
2. To provide minimum standards in order to safeguard life, health, property and public welfare, and promote traffic safety by controlling the design, quality of materials, construction, illumination, size, location and maintenance of sign and sign structures;
3. Recognize free speech rights by regulating signs in a content-neutral manner;
4. Promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting and/or illegible signage;
5. Protect the beauty of the City's built environment by encouraging signs that are compatible with the architectural style, characteristics and scale of the building to which it may be attached, and to encourage signs that are compatible with adjacent buildings and businesses;
6. Protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape;
7. Provide consistent sign design standards;
8. Protect encourage creative and innovative approaches to signage, and signs that are of a quality design, pleasing in appearance and are appropriate in size, materials and illumination to the surrounding neighborhood;
9. Provide an improved visual environment for the citizens of and visitors to the City; and
10. Adopt clear, understandable regulations which enable the fair and consistent enforcement of this Chapter.

Section 20.84.020 Applicability and Interpretations.

A. This Chapter applies to all signs as defined in Section 20.84.290 (Definitions), within the City which are visible from any street, sidewalk or public place, regardless of the type or nature.

B. This Chapter is not intended to, and shall not be interpreted to, restrict speech on the basis of its content, viewpoint, or message. Any classification of signs in this Chapter which purports to permit speech by reason of the type of sign, identity of the sign user or otherwise, shall be interpreted to allow commercial or non-commercial speech on the sign. No part of this Chapter shall be construed to favor commercial speech over non-commercial speech. To

the extent that any provision of this Chapter is ambiguous, the term shall be interpreted not to regulate speech on the basis of the content of the message.

Section 20.84.030 Exemptions. The following signs or activities relating to signs are exempt from the permitting requirements of this Chapter.

- A. Changes to the face or copy of changeable copy signs, digital signs, electronic messaging signs, provided such changes do not change the material or appearance of the sign as originally permitted by the City.
- B. The normal repair and maintenance of conforming or legal nonconforming signs.
- C. Temporary signs on private property or public property, meeting the requirements in Section 20.84.270 (Temporary Signs).
- D. Building identification numbers as required pursuant to this Code (Chapter 8.16) or any other City or State regulation.
- E. Governmental signs. Signs installed by the City, County, or a federal or State governmental agency for the protection of the public health, safety and general welfare, including, but not limited to, the following:
 - 1. Emergency and warning signs necessary for public safety or civil defense;
 - 2. Traffic and/or wayfinding signs erected and maintained by an authorized public agency;
 - 3. Signs required to be displayed by law;
 - 4. Signs showing the location of public facilities; and
 - 5. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety and general welfare.
- F. Flags. Any flags, provided that they conform to all provisions of this chapter for signs.
- G. Certain historic and architectural features. "Stone or cement plaques and cornerstones with engraved or cast text or symbols and permanently embedded in the building's foundation or masonry siding materials, provided that none of these exceed four (4) square feet in area."
- H. Interior signs. Signs or displays located entirely inside of a building and located at least three (3) feet away from transparent doors and windows.
- I. Non-visible signs. Signs not visible beyond the boundaries of the lot or parcel upon which they are located, or from any public right-of-way.
- J. Vehicle with signs. Any sign on a vehicle, unless such vehicle is parked or stationed near an activity for the primary purpose of attracting public attention to such activity, or

unless such vehicle or mobile unit is regularly parked in any prominently visible location for the primary purpose of attracting public attention to the sign.

K. Temporary signs in windows. Any temporary sign taped or otherwise affixed to the inside of a window, in such a manner as to be easily removed, provided that the total area of such sign in any one window does not exceed the square footage limitations in Section 20.84.280 (Window Signs) and Section 20.84.270 (Temporary Signs).

L. Bench signs. Any outdoor bench or furniture with any signs other than plaques one square foot or less in area.

M. Privately-maintained traffic control signs in a subdivision with private roads or signs in a parking lot.

Section 20.84.040 Prohibited Signs. No person shall erect, alter, maintain or relocate any of the following signs in the City.

A. Animated signs. A rotating or revolving size, or signs where all or a portion of the sign moves in some manner. This includes any sign animated by any means, including fixed aerial displays, balloons, pennants, spinners, propellers, whirling, or similar devices designed to flutter, rotate or display other movement under the influence of the wind, including flag canopies not otherwise allowed in Section 20.84.160 (Awning or Canopy Signs), streamers, tubes, or other devices affected by the movement of air or other atmospheric or mechanical means. This does not include historic signs and historic replica signs where the applicant is able to prove, through documentation or other evidence, that the original historic sign produced the same motion/movement and is proposed in the same location.

B. Rotating signs. Any sign in which the sign body or any portion rotates, moves up and down, or any other type of action involving a change in position of the sign body or any portion of the sign, whether by mechanical or any other means.

C. Nuisance signs. Any signs which emit smoke, visible particles, odors and sound, except that speakers in drive-through facilities shall be permitted.

D. Bench signs greater than one (1) square foot in area.

E. Flashing signs or lights. A sign that contains an intermittent or flashing light source, or a sign that includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Flashing light sources are prohibited. Signs with an exposed light source, including clear light bulbs which do not flash on a theater marquee except for neon incorporated into the design of the sign are also prohibited. Electronic message center signs and digital signs are allowed under the provisions of Section 20.84.200 (Electronic Message Center Signs).

F. Hazardous signs. Any sign that constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, movement or method of illumination, or by obstructing the vision of drivers, or by distracting from the visibility of an official traffic control device by diverting or tending to divert the attention of drivers or moving vehicles from traffic movements on streets, roads, intersections or access facilities. No sign shall be erected so

that it obstructs the vision of pedestrians or by glare or method of illumination constitutes a hazard to pedestrians or traffic. No sign may interfere with, mislead or confuse traffic.

G. No sign may impede free ingress and egress from any door, window or exit way required by building and fire regulations.

H. Permanent signs on vacant lots, parcels or easements. No permanent sign shall be located on a vacant lot, parcel or easement. No permanent sign shall be located on a lot, parcel or easement as the principal use of that lot, parcel or easement. Signs may only be established as an accessory use to a principally permitted use.

I. Portable signs on wheels (trailer signs).

J. Abandoned signs.

K. Signs on utility poles, fences, on poles or trees.

L. Off-site controlled signs. Any sign that is programmed and/or controlled off-site.

M. Roof Signs.

N. Festoons.

O. Signs which exceed the top of the roof or parapet on which they are attached.

P. Signs on vehicles, trailers, boats, or other similar property parked on private property, except as provided under PMC 20.84.110.

Part II. Permitting.

Section 20.84.050 Sign permits.

A. **Permit Required.** No person shall erect, alter or relocate any sign requiring a permit under this Chapter without first submitting a sign permit application and receiving approval of the sign permit from the City, unless the sign is identified as exempt under Section 20.84.030 (Exemptions). Some sign types may be regulated under other codes adopted by the City, which may require additional permits that are subject to additional regulations, including, but not limited to, the Building Code (Title 17) and Right-of-Way Use Permits (Chapter 13.12). Signs for which permits are not required shall nonetheless comply with all applicable provisions of this Chapter.

B. **Review Procedures.** The following steps shall be followed in the processing of sign permit applications:

1. Determination of Complete application (Section 16.22.020)
2. Notice of Decision by Community Development Manager (Section 16.22.040)
3. Administrative Appeal – (open record hearing, to Hearing Examiner) Section 16.22.050)

C. Application Requirements. A complete sign permit application shall consist of the following:

1. Application form. A completed sign permit application, including the applicant's name, address, phone number, and e-mail address. If the applicant is not the property owner, then the property owner must be identified, and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation/posting of the sign on the property owner's property.

2. Other permit applications. A completed building permit application, if required under the City's Building Code; a completed Right of Way Use permit application, if required under Chapter 13.12; a completed Temporary Use Permit application, if required under Chapter 16.10.

3. Building elevation/site plan. Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign and drawings or photographs which show the scale of the sign in context with the building. Free-standing signs require a site plan indicating the proposed sign location as it relates to property lines, adjacent streets, and adjacent buildings.

4. Scaled design drawing. A colored rendering or scaled drawing including dimensions of all sign faces, and descriptions of materials to be used, including color samples.

5. Scaled installation drawing. A scaled drawing that includes the sign description, proposed materials, size, weight, manner of construction and method of attachment, including all hardware necessary for proper sign installation.

6. Lighting. A drawing indicating the location and fixture type of all exterior lighting for the proposed signs. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards in Section 20.84.090 (Sign Illumination).

7. Master Sign Plan. If the sign is subject to a Master Sign Plan as described in Section 20.84.060 (Master Sign Plans), a Master Sign Plan must be included as part of a complete sign permit, unless a Master Sign Plan for the site or building has already been approved and is on file with the City.

8. Fees. Payment of the appropriate sign permit fee.

D. Criteria for Approval.

1. Sign permit applications shall be reviewed by the Community Development Manager for consistency with the standards in this Chapter, according to sign type and other applicable regulations. A sign permit shall not issue unless the Manager makes findings that the criteria applicable to each sign type, as well as the general standards in this Chapter, are satisfied. Building permit applications associated with signs shall be reviewed by the Building Official for consistency with the Building Code. If the sign uses electrical wiring and connections, a licensed electrician must submit a copy of the electrical permit application

to the Community Development Department, with the original submitted for approval to the State of Washington. If the sign requires a Right-of-Way Use or Temporary Use permit, the application shall be submitted with the sign permit application for review by the Public Works or Community Development Manager.

E. Notice of Final Decision. A Notice of Decision incorporating the decision on the sign permit application shall issue not more than 120 days after issuance of the Determination of Completeness. This deadline shall not apply if Master Sign Plan approval, Right-of-Way Use permit or Special Event permit is required.

F. Expiration of Sign Permit. Once the sign permit for the sign issues, the sign must be installed within 180 days or the sign permit will expire. Building permits and street Right-of-Way Use permits shall expire in accordance with other applicable code provisions. No sign may be erected if the sign permit has expired, even if the associated building permit and/or street Right-of-Way Use permit has not expired.

Section 20.84.060 Master Sign Plans.

A. Approval required. Before the City will issue any sign permit relating to space in a proposed nonresidential, multi-tenant building(s), or multi-tenant site development, the City must first approve a Master Sign Plan for the building(s). In addition, a Master Sign Plan may be voluntarily developed and maintained by the owner or agent of any new or existing non-residential use.

B. Review procedures. The Community Development Manager shall make the decision on the Master Sign Plan without a hearing. The following steps shall be followed in the processing of a Master Sign Plan.

1. Determination of Complete application (Section 16.22.020)
2. Notice of Decision by Manager (Section 16.22.040)
3. Administrative Appeal (if any) (open record hearing, Hearing Examiner).

C. Application requirements. A complete Master Sign Plan application shall consist of the following:

1. A complete Master Sign Plan application, including the applicant's name, address, phone number and e-mail address. If the applicant is not the property owner(s), then the property owner(s) must be identified and the application must include an affidavit from the property owner(s), verifying that the property owner(s) has given permission to the applicant for the submission of the Master Sign Plan application. No sign may be placed upon real property without the consent of the real property owner(s).

2. A site plan drawn to legible scale, indicating the location of all buildings, driveways and pavement areas, landscape areas, abutting streets and proposed freestanding signs on the site;

3. Elevation drawings of each building on a site that indicates proposed sign locations on each of the buildings;

4. Maximum allowable signage on each elevation based upon a five (5) percent calculation of all facades;
5. The Master Sign Plan application shall identify the sign features and sign types proposed to be used on each building and the proposed location;
6. A narrative description of the development to demonstrate that the master sign plan meets the required design standards of this Section; and
7. Fees. Payment of the appropriate fee for a Master Sign Plan.

D. Criteria for Approval. All signs in the Master Sign Plan must meet the criteria for approval in Section 20.84.050 (Sign Permits). In addition, all of the signs in the Master Sign Plan:

1. Shall be architecturally similar and visually related to each other through the incorporation of common design elements. Up to two sign types may be used on any one building. All sign cabinets, trim caps and all sign supports such as poles and braces shall be of a common color;
2. Shall be architecturally integrated with the buildings included in the Master Sign Plan; and
3. Must not obscure the view of other signs which are consistent with this Chapter.

E. Notice of Final Decision. See, Section 20.84.050(E) (Sign permits).

F. Expiration of Master Sign Plan. Once a Master Sign Plan is approved, the signs depicted in the approved Plan must be installed within 180 days or the Master Sign Plan will expire. Building permits and street Right-of-Way permits for any signs shown in the Master Sign Plan shall expire in accordance with other applicable code provisions. No sign may be erected under an expired Master Sign Plan, even if the associated sign permit, building permit or street Right-of-Way Use permit has not expired.

G. Amendment to Master Sign Plan. An application for an amendment to an approved Master Sign Plan may be made at any time, subject to the same limitations, requirements and procedures as those that apply to an original application in this Section. Tenants whose signs are included in the amendment application need the property owner's consent to file such application. In order to approve any such Amendment, the Manager shall consider the existing signs on the building(s) subject to the approved Plan when determining whether the application meets the criteria for approval in subsection D of this Section.

Section 20.84.070 Sign Variances.

A. Approval Required. A variance may be granted from the strict application of the regulations in this Chapter which apply to: (a) sign placement on a parcel or building frontage; (b) sign area; or (3) sign height, as regulated in this Chapter. A variance may not be granted to allow any prohibited signs or prohibited sign features, as described in Section

20.84.040, or for any other purpose not listed in this subsection A. The variance procedure in this Section does not apply to any street Right-of-Way Use permit or Building permit.

B. Need for Sign Permit, Consolidation of Processing. A sign variance application may be submitted before or concurrent with the associated sign permit application. No sign permit application requiring a variance for issuance will be processed without a sign variance application unless the applicant specifically requests the application be proceeded without the variance.

C. Review Procedures. The following steps shall be followed in the processing of sign variance applications:

1. Determination of Complete Application (Section 16.22.020)
2. Notice of Decision by Community Development Manager (Section 16.22.040)
3. Administrative Appeal, if any (open record hearing, Hearing Examiner)

D. Application Requirements. A complete sign variance application shall consist of the following:

1. Application form. A completed sign variance application, including the applicant's name, address, phone number and e-mail address. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign variance application and for the installation/posting of the sign on the property owner's property.

2. Sign Permit Application (all of the materials required by Section 20.84.050, Sign Permits). However, the applicant may submit a variance application without a sign permit application as provided in subsection B above.

3. A narrative report which describes the requested variance in detail. The report shall identify all of the sections of this Chapter from which the applicant is requesting the variance, as well as the nature and extent of the variance (in size, area, location on the property, height).

4. The narrative report shall also include the applicant's description of the manner in which the sign variance satisfies all of the variance criteria in subsection E below.

5. Fees. Payment of the appropriate sign variance application fee.

E. Variance Criteria for Approval. Sign variance applications shall be reviewed by the Community Development Manager to determine whether all of the following criteria are satisfied. In order to approve any sign variance, the Manager must make written findings to show that all of the following criteria have been met:

1. The request for a sign variance is due to unusual conditions pertaining to sign visibility needs for a specific building or lot; and

2. The sign will not create a hazard; and

3. The sign will not violate any state statute or any City Code provision (other than the ones identified in this Chapter relating to signs); and
4. The sign will not negatively affect adjacent property; and
5. The sign will be in keeping with the general character of the surrounding area and the granting of the variance would not result in an alteration of the essential character of the surrounding area; and
6. The proposed variance is consistent with the purposes and intent of the Zoning Code and the purposes of this Chapter; and
7. The variance is consistent with the City's Comprehensive Plan; and
8. The applicant has established that there are practical difficulties in complying with the provision(s) of this Chapter and that the proposed sign is a reasonable use of the property. (Economic considerations alone do not constitute practical difficulties.); and
9. The plight of the applicant is due to circumstances unique to the property, which were not created by the applicant or landowner; and
10. The variance will not permit any sign or use that is not allowed in the zoning district where the affected land is located, nor will it allow any sign or sign feature prohibited under Section 20.84.040.

F. First Amendment Exception/Variance. Where an applicant can demonstrate that the strict application of the regulations in this Chapter would violate his/her First Amendment rights, the City may grant a variance that does not conform to all of the variance criteria in subsection E above. The applicant must still submit an application which conforms to this Section 20.84.070. In order to approve such an exception/variance, the City need not make findings that all of the variance criteria in Subsection E above have been satisfied, but if not all criteria have not been satisfied, the variance may only be granted to the extent reasonably necessary to protect the applicant's First Amendment rights. If a First Amendment exception/variance is granted, it shall be treated as an approval of a variance for the purposes of this Chapter.

G. Notice of Final Decision. A Notice of Decision incorporating the decision on the variance application shall issue not more than 120 days after issuance of the Determination of Complete Application.

H. Expiration of Variance. If the variance is approved, the sign identified in the variance must be installed within 180 days or the variance will expire. No sign may be erected without a sign permit, or if the variance or the sign permit has expired, even if the applicant has received associated building permits or street Right-of-Way Use permits, and the latter have not expired.

Section 20.84.080 Nonconforming signs, Maintenance, Removal and Enforcement.

A. Nonconforming signs. Any lawful nonconforming sign may be continued, as long as it is maintained only in the manner and to the extent that it existed at the time it became

nonconforming. Illegal signs shall not be considered nonconforming signs. Nonconforming signs are subject to the provisions of (Zoning Code) Chapter 20.12 (Nonconforming Uses and Structures).

B. Maintenance. It is unlawful for any owner of record, lessor, lessee, manager or other person having lawful possession or control over a building, structure or parcel of land to fail to maintain any signs on the building, structure or parcel in compliance with this Chapter and the Zoning Code. Failure to maintain a sign constitutes a violation of this Chapter, and shall be subject to enforcement under the provisions of Code Enforcement, Chapter 20.82.

1. Sign maintenance. All signs, whether or not in existence prior to adoption of this Chapter, shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and provisions of this Chapter.

2. Landscape maintenance. Required landscaped areas associated with an approved sign shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within six (6) months of the plant's demise or within the next planting season, whichever event first occurs.

3. Removal. Any vacant and/or unused sign support structures, angle irons, sign poles or other remnants of old signs which are currently not in use, or are not proposed for immediate reuse by a sign permit application for a permitted sign, shall be removed. In addition to the remedies in Code Enforcement, chapter 20.82, the Manager shall have the authority to require the repair, maintenance or removal of any sign or sign structure which has become dilapidated or represents a hazard to the safety, health or welfare of the public, at the cost of the sign and/or property owner.

4. Enforcement. Violations of the provisions of this Chapter shall be enforced according to Code Enforcement, chapter 20.82.

Part III. Sign Standards Applicable to All Signs.

Section 20.84.090 Sign illumination.

A. General. No temporary sign may be illuminated. No sign located in a residential zone may be illuminated, except that on parcels two (2) acres in size or greater, signs may be halo illuminated or illuminated as necessary for allowable digital signs. Permanent signs allowed by this Chapter may be non-illuminated, or illuminated by internal light fixtures, halo illuminated, or have external indirect illumination, unless otherwise specified. All illuminated signs shall comply with the time limitations of subsection 20.84.090(D) below.

B. Externally illuminated signs.

1. Except as provided in this Subsection, externally illuminated signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare. Light shielding shall ensure that the lamp or light source is not

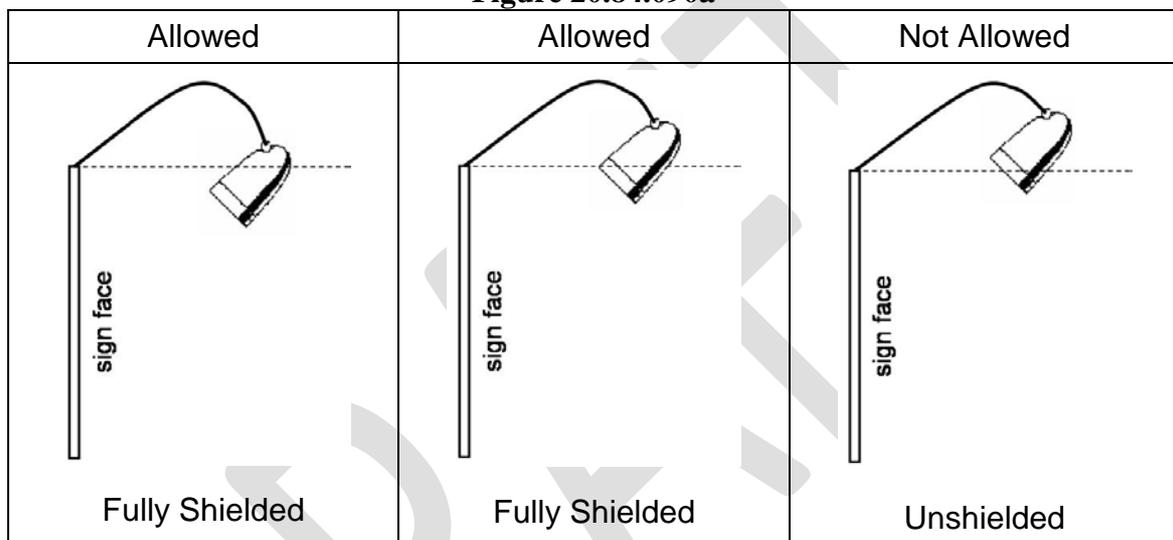
visible beyond the premises and shall further ensure that the light is contained within the sign face.

2. A light fixture mounted above the sign face may be installed with its bottom opening tilted toward the sign face, provided:

(a) The bottom opening of the light fixture is flat (*i.e.*, it could be covered by a flat board allowing no light to escape); and

(b) The uppermost portion of the fixture's opening is located no higher than the top of the sign face, as shown in Figure 20.84.090a below. Light fixtures aimed and installed in this fashion shall be considered fully shielded.

Figure 20.84.090a



C. Internally illuminated signs.

1. Internally illuminated signs shall be constructed with an opaque background and translucent text and symbols. If the sign owner desires to have the entire sign face visible at night, an external light source may be used to illuminate the sign, subject to the illumination standards in this Chapter.
2. No digital, neon (figure 20.84.090c), or electronic message center sign shall exceed a brightness level of 0.3 foot-candles above ambient light as measured using a foot-candle (Lux) meter at a pre-set distance provided in Table 20.84.090b in accordance with the following procedure:
 - a. At least 30 minutes past sunset, record the ambient light while the sign is off or displaying all black copy, or with the sign's illumination blocked.
 - b. The light meter shall be held five feet above the finished grade in front of the sign.

- c. The meter shall be aimed toward the center of the electronic message center sign.

From the same location, a second reading shall be recorded while the sign is on and not blocked.

- 3. If the difference between the measurements is 0.3 foot candles or less, the brightness is properly adjusted; otherwise, the EMC must be adjusted to comply with the brightness adjustment standard set forth above.

Table 20.84.090b

Area of electronic message center in square feet	Measurement distance in linear feet
10	32
20	45
30	55

**Figure 20.84.090c
Neon Sign**



D. Time limitations. All signs over three (3) square feet in area shall be turned off by 11:00 p.m., or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.

Section 20.84.100. Sign Materials.

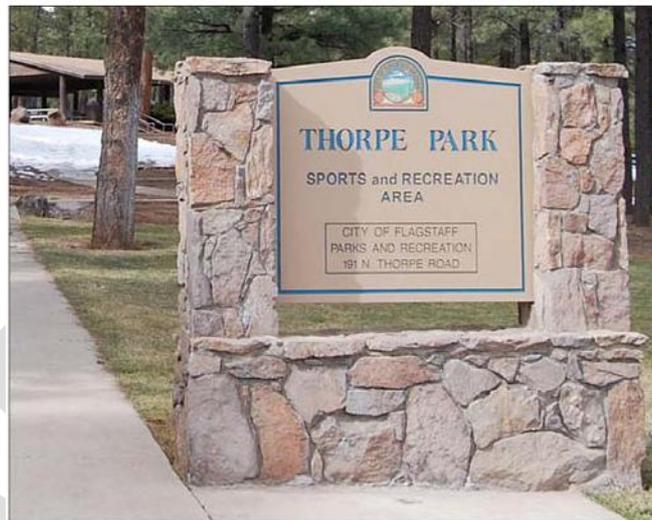
A. Temporary signs. The construction of temporary signs is limited to the materials described in the definition of “temporary sign,” (Section 20.84.290, Definitions). In addition, the temporary sign must also conform to the requirements of this Chapter, including, but not limited to Section 20.84.270 (Temporary signs).

B. Permanent signs. Permanent signs must be manufactured of durable materials that withstand the effects of water and wind. The following additional requirements apply to any permanent signs larger than thirty (30) square feet, except for window signs located inside glass:

1. Paper-faced sign, including vinyl-coated paper and those applied with adhesives, are not allowed. Canvas or vinyl signs must be made of minimum twenty (20) oz. materials with polymeric plasticizers for durability.

2. Sign faces made of canvas, fabric, vinyl or similar pliable materials that are attached to permanent sign structures must be mounted behind a perimeter frame or trim cap so that the edges of the sign face are not exposed, except that flags made of 100% spun polyester are exempt from this requirement.

Sign Structure Materials



Sign Structure Which Blends with Development Site



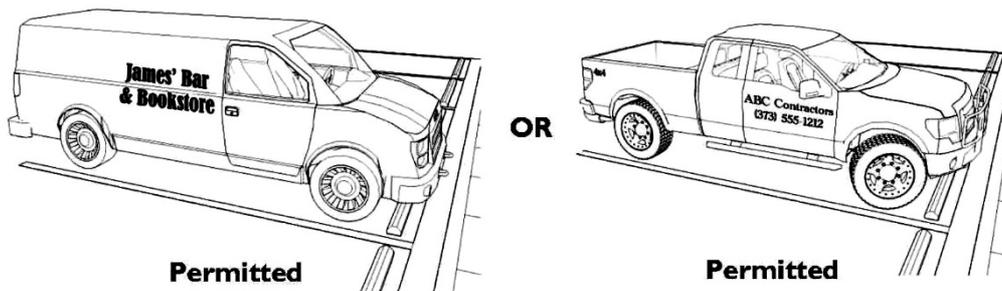
Section 20.84.110. Sign Placement and Location Restrictions.

A. City right-of-way. No sign may be placed within the City Right-of-Way (*see*, Section 20.84.270(F) for restrictions on temporary signs outside of the Roadway) except as otherwise permitted with a City Right-of-Way use or Special Event permit.

B. Attached to vehicles on private premises. No sign may be mounted, attached or painted on a trailer, boat or motor vehicle, which is parked, stored or displayed conspicuously on private premises in a manner intended to attract the attention of the public. (This excludes signs that are permanently painted or wrapped on the surface of the vehicle, or adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to motor vehicles or rolling stock that are actively used in the daily conduct of business. However, such vehicles shall be operable and parked in a lawful or authorized manner.)

Figure 20.84.110a

Signs on Vehicles Used for Business Purposes



C. Attached to other fixtures. No sign may be painted, attached or mounted on fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for information required by law.

~~D. Freeway-oriented signs.¹ Freeway-oriented signs are prohibited, except in the following instances:~~

~~1. Building mounted wall signs (Section 20.48.170), window signs (Section 20.84.280) and temporary signs (Section 20.84.280) as otherwise allowed by this Chapter may be oriented toward the freeway if:~~

~~(a) they are installed by a business that has its primary customer entrance facing the freeway; and~~

~~(b) the wall, window or temporary sign also faces an intervening parking lot or frontage road that serves the business.~~

¹ *Worldwide Rush, LLC v. City of Los Angeles*, 606 F.3d 687 (9th Cir. 2010) (content-neutral exceptions to freeway-facing sign ban did not undermine city's interests in aesthetics and safety).

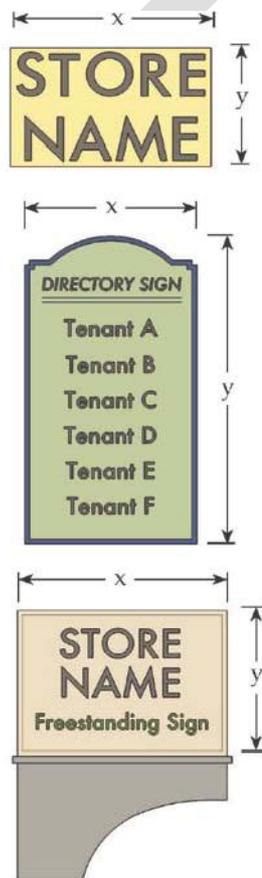
~~2. Free-standing signs as otherwise allowed by this Chapter are allowed for businesses located on and facing frontage roads along freeways, even if such signs are incidentally visible from the freeway.~~

Section 20.84.120 Sign Area Measurements. Sign area for all sign types is measured as follows:

A. Background panel or surface. Sign copy mounted, affixed or painted on a background panel or surface distinctively painted, textured or constructed as a background for the sign copy, is measured as that area contained within the smallest rectangle, parallelogram, triangle, or circle that will enclose the sign copy and the background, as shown in Figures 20.84.120a, 20.84.120b, 20.84.120c and 20.84.120d.

Figure 5 20.84.120a

Sign Area for Signs on Background Panel

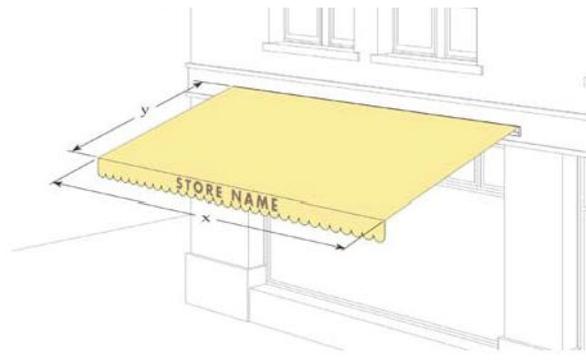


B. Individual letters or graphics. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard or parapet of a building or surface of another structure, that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy, is measured as the sum of the smallest square, rectangle, parallelogram, triangle or circle that will enclose each word, name, sentence and complete message, and each graphic in the sign.

C. Illuminated surface. Sign copy mounted, affixed or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element, which contains sign copy, as shown in Figure 20.84.120b. Such elements may include, but are not limited to, lit canopy fascia signs and/or interior lit awnings.

Figure 20.84.120b

Sign Area for Signs with Illuminated Surfaces



D. Backlit translucent panels. Backlit translucent panels and spandrels, with or without text or graphics, are measured as the area of the height and width of any internally illuminated panel, including the side panels if the structure or spandrel is greater than six (6) inches in width.

E. Multi-face signs. Multi-face signs, as shown in Figure 20.84.120c, are measured as follows:

1. Two face signs: If the interior angle between the two sign faces is 45 degrees or less, the sign area is of one sign face only. If the angle between the two sign faces is greater than forty-five (45) degrees, the sign area is the sum of the areas of the two sign faces.

2. Three or four face signs: The sign area is fifty (50) percent of the sum of the areas of all sign faces.

3. Spherical, free-form, sculptural or other non-planar sign area is measured as fifty (50) percent of the sum of the areas using only the four (4) vertical sides of the smallest four (4) – sided polyhedron that will encompass the sign structure, as show in Figure 20.84.120c below. Signs with greater than four polyhedron faces are prohibited.

F. Odd Shaped Signs

The area of a odd shaped sign having no continuous border shall mean the entire area within a single continuous perimeter formed by no more than eight (8) straight lines enclosing the extreme limits of writing, representations, emblem, or any figure or similar character, together with any frame or other material or color forming an integral part of the display or used as a border excluding the necessary supports or uprights on which such sign is placed (See Figure 20.84.120d).).

Figure 20.84.120c

Sign Area for Multi-face Signs or Free Form Signs

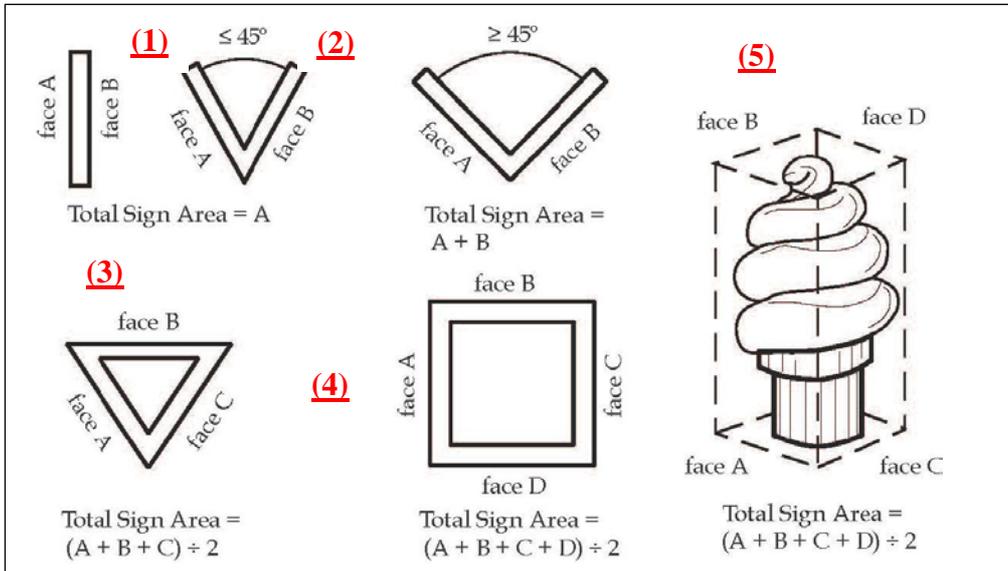
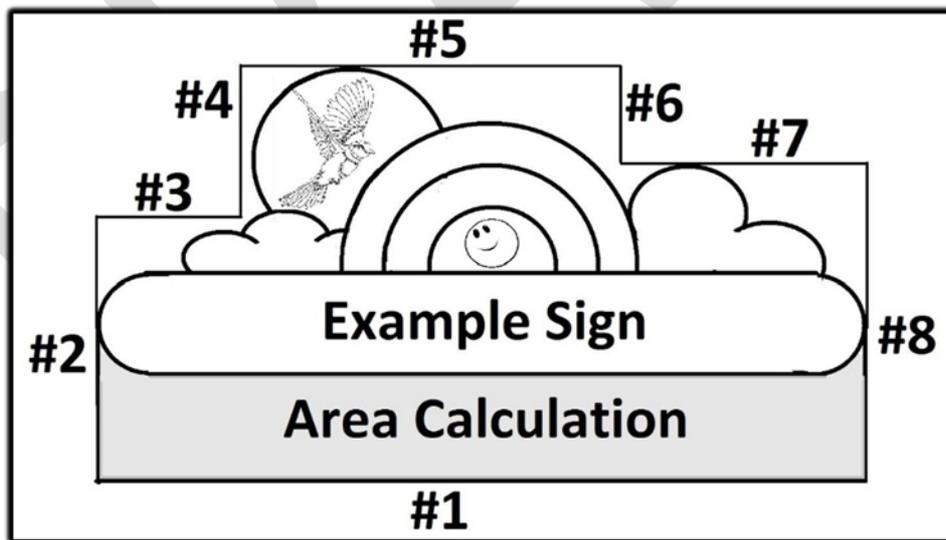


Figure 20.84.120d – Sign Surface Area, Odd Shaped Sign

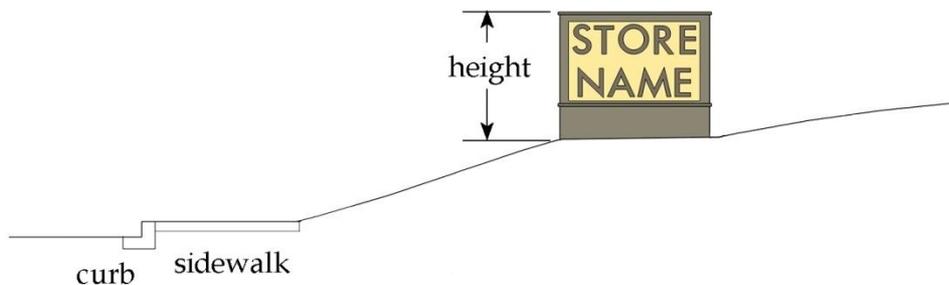


Section 20.84.130 Sign height measurement. Sign height is measured as follows:

A. Freestanding signs. Sign height is measured as the vertical distance from natural grade at the base of a sign to the top of the sign, including the sign support structure; except that signs within twenty-five (25) feet of an adjacent road may be measured as follows:

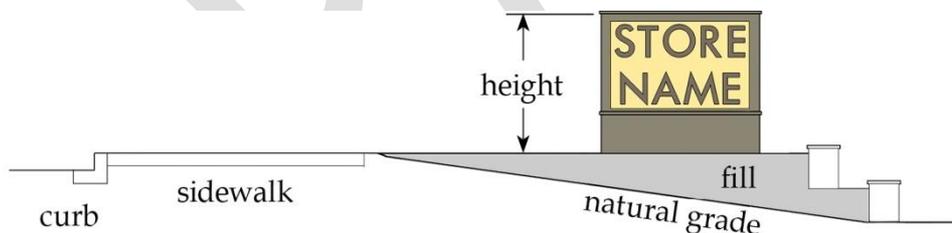
1. If natural grade at the base of a sign is higher than the grade of the adjacent road, sign height shall be measured from the base of the sign as shown in Figure 20.84.130a.

Figure 20.84.130a
Freestanding Sign Height –
Signs Higher than the Grade of an Adjacent Road



2. If natural grade at the base of the sign is lower than the grade of an adjacent road, the height of the sign shall be measured from the top of curb or road-grade elevation, provided that fill is placed between the curb and the sign and extends at least five (5) feet beyond the base of the sign in all directions, as shown in Figure 20.84.130b.

Figure 20.84.130b
Freestanding Sign Height –
Sign Lower than the Grade of an Adjacent Road



Section 20.84.140 Sign Structure and Installation.

A. Support elements. Any angle iron, bracing, guy wires or similar features used to support a sign shall not be visible.

B. Electrical service. When electrical service is provided to freestanding signs or landscape wall signs, all such electrical service is required to be underground and concealed. Electrical service to building mounted wall signs, including conduit, housings and wire, shall be concealed or, when necessary, painted to match the surface of the structure upon which they are mounted. A building permit (electrical) must be issued prior to the installation of any new signs requiring electrical service.

C. Raceway cabinets. Raceway cabinets, where used as an element of building mounted wall signs, shall match the building color at the location of the building where the sign is located. Where a raceway cabinet provides a contrast background to sign copy, the colored area is considered part of the sign face and is counted in the aggregate sign area permitted for the site or business. Examples of raceway cabinets are shown in Figure 20.84.140a.

Figure 20.84.140a

Raceway Cabinets



D. Limitation on attachments and secondary uses. All permitted sign structures and their associated landscape areas shall be kept free of supplemental attachments or secondary uses including, but not limited to, supplemental signs not part of a permitted sign, light fixture, newspaper distribution racks or trash container. The use of sign structures and associated landscape areas as bicycle racks or support structures for outdoor signs is prohibited.

Part IV. Sign Types.

Section 20.84.150 Accessory Signs. No permit shall issue for an accessory sign which does not comply with the following standards:

- A. Number. A maximum of one (1) sign at each vehicle point of entry or egress, not to exceed four (4) accessory signs per parcel.
- B. Location. Flexible, provided that the number of signs in Subsection A is not exceeded and provided that the signs comply with the setback standards for freestanding signs in Section 20.84.210.
- C. Zones. Not allowed in residential zones, except on sites two acres or larger.
- E. Design. Non-illuminated or internal illumination only. Any accessory sign with electronic display must conform to all EMC and/or digital sign standards in Section 20.84.190 (Digital signs) or 20.84.200 (EMC signs).
- F. Size. Maximum sign area: three (3) square feet per face; may be double-sided.
- G. Height: Mounting height:

1. Building Mounted Wall sign (Section 20.84.170): Maximum of eight (8) feet; must be flat against a wall of the building.
2. Freestanding sign (Section 20.84.210): Maximum of three (3) feet from grade.

Figure 20.84.150a

Accessory Signs



H. Drive-Through Large Accessory Signs. In addition to the accessory signs allowed for vehicle points of entry and in addition to free-standing signs otherwise allowed under Section 20.84.210, large accessory signs are allowed for each point of entry to a drive-up window, subject to the following standards:

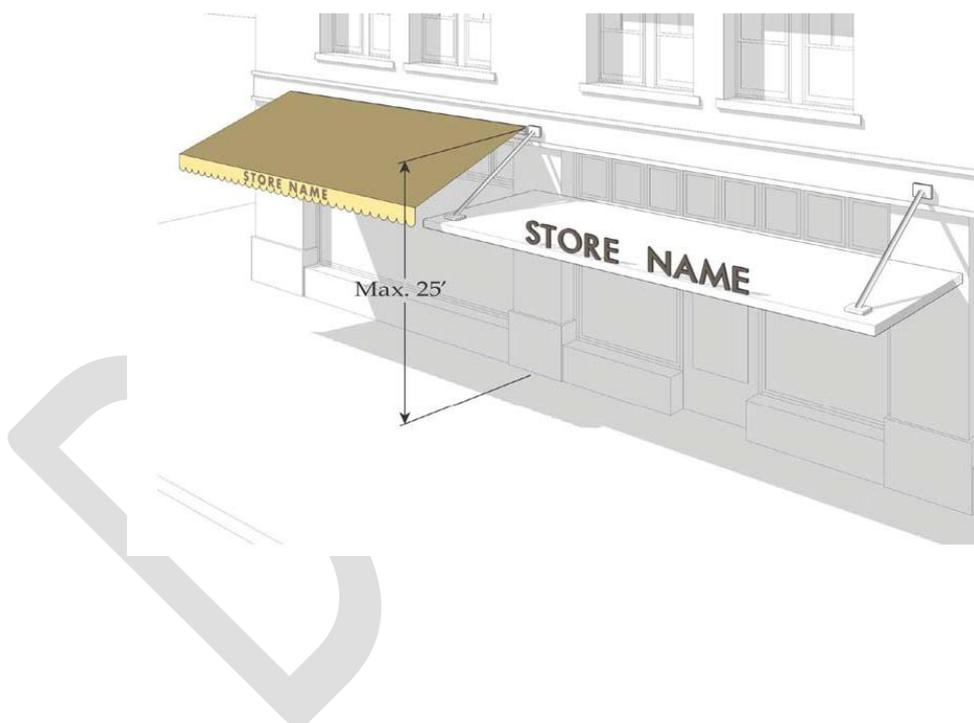
1. Maximum sign area per drive-up point of entry: forty-five (45) square feet.
2. Maximum sign size: fifty (50) square feet.
3. Maximum sign height: Five (5) feet, six (6) inches, including the associated sign structure.
4. Orientation: Large accessory signs must be oriented so that the sign face is not visible from the view of the street or public-right-of way.
5. Screening: All sides of large accessory signs must be screened from the view of the street or public right-of-way with landscaping or walls of brick, stone or siding materials that match the principal walls of the building to which the sign applies. If landscaping is used for screening, it must provide full screening at maturity and must be large enough at planting to provide at least seventy (70) percent screening of the sign.
6. Audio. No sound or amplification may be emitted that is audible beyond the site.

Section 20.84.160 Awning or Canopy Signs. No permit shall issue for an awning or canopy sign which does not comply with the following standards:

A. Number. One (1) awning or canopy sign is allowed for each primary entrance to a building or tenant space. In addition, one (1) awning or canopy sign may be allowed on a secondary entrance which faces a public street or on-site parking area. (As used in this subsection, “street” shall include freeways, but exclude alleys and service ways.) The awning/canopy sign may only be placed on the ground floor level facade of the building.

B. Area. The sign area on the primary elevation shall not exceed one (1) square foot of sign area per lineal foot of awning or canopy width. A maximum of forty (40) percent of an awning or canopy on which signage is proposed may be of an angle greater than sixty (60) degrees from horizontal.

**Figure 20.84.160a
Awning/Canopy Sign**



C. Location.

1. An awning/canopy sign may not be mounted higher than a maximum of twenty-five (25) feet above the ground floor.

2. An awning/canopy sign shall not project above, below or beyond the edges of the face of the building wall or architectural element on which it is located.

3. No part of the sign, as a part of, or displayed on the vertical surface of an awning/canopy, shall project beyond the edges of the awning/canopy surface on which it is displayed. If an awning/canopy is placed on multiple store fronts, each business or tenant space is permitted signage no greater than sixty (60) percent of the store width or tenant space.

4. The awning/canopy shall not extend horizontally a distance greater than sixty (60) percent of the width of the awning/canopy or valance on which it is displayed.

D. Zone. Not allowed in residential zones.

E. Design. If sign letters or logos are placed on an awning/canopy, only the face area containing the letters or logos may be illuminated. All illumination must be internal behind the surface of the awning/canopy. The sign may also be non-illuminated.

Section 20.84.170 Building Mounted Wall signs. No permit shall issue for a building mounted wall sign which does not comply with the following standards:

A. Residential Zones. The maximum building mounted wall signage allowed in residential zones is as follows:

1. *Size of Parcel or Site*. Wall signs are not allowed on sites smaller than two (2) acres, except for address numbers as required by law.

2. *Area*. One hundred (100) square feet total, not to exceed three (3) percent of the area the façade upon which the sign is placed. Width: Not to exceed sixty (60) percent of the width of the wall plane upon which the sign is placed.

3. *Design*. Non-illuminated.

B. Non-residential Zones.

1. *Size of Parcel or Site*. No restrictions.

Figure 20.84.170a
Standards for Building Mounted Signs



2. *Area.* The total signage may be up to five (5) percent of the area of the façade or twenty-five (25) square feet, whichever is greater, up to a maximum of one hundred (100) square feet. Width: Not to exceed sixty (60) percent of the width of the wall plane upon which the sign is placed or the width of the tenant space. Height: Not to exceed seventy (70) percent of the height of the blank wall space or fascia on which the sign is mounted (See Figure 20.84.170a).

3. *Location on Building.* Signs may not cover or obscure important architectural details of a building, such as stair railings, windows, doors, decorative louvers or similar elements intended to be decorative features of a building design. Signs must appear to be a secondary feature of the building façade.

4. *Illumination, flush or tight mounted.* All individual letter signs shall be installed to appear flush-mounted. If the letters are illuminated and require a raceway, the letters shall be installed tight against the raceway, which shall be painted to match the color of the surface to which the raceway is mounted. Where possible – especially on new construction – the raceway should be recessed to allow letters to be flush with the wall surface.

5. *Design.* Where more than one (1) sign is allowed for a business, all signs shall be consistent in design, style, color and method of illumination. Where there are multiple businesses or tenants on a site, all signs shall conform to a Master Sign Plan, consistent with Section 20.84.060.

6. *Signs Facing Residential Zones.* Signs facing residential zones shall have dark backgrounds with light lettering.

Section 20.84.180 Changeable Copy Sign. No permit shall issue for a changeable copy sign which does not comply with the following standards:

A. Number. No more than one (1) changeable copy sign shall be allowed for each parcel, except that additional changeable copy signs are permitted as follows:

1. the additional changeable copy sign(s) must be placed at least one hundred (100) feet from abutting streets or rights-of-way; and

2. the additional changeable copy sign(s) must not exceed the maximum area, height, and quantity standards otherwise applicable to any free-standing or building mounted wall signs on the parcel.

B. Area. No more than twenty (20) percent of the allowed wall sign area or fifty (50) percent of a free standing sign face may be changeable copy (this does not apply to signs required by law). Wall mounted changeable copy signs placed at least one hundred (100) feet from abutting streets may be a maximum of fifty (50) percent of permitted wall sign area.

Figure 20.84.180a
Changeable Copy Sign



C. Height above grade. Fifteen (15) feet maximum. For wall signs, limited to the maximum height for freestanding signs.

D. Placement/Location. Allowed only as an integral part of a building mounted sign or a freestanding sign.

E. Zones. Changeable copy signs are allowed in all zones.

F. Design. Non-illuminated in all zones. Internally or indirectly illuminated in non-residential zones applicable to the illumination standards in Section 20.84.090.

Section 20.84.190 Digital Signs. Digital signs are not separately allowed signs. No permit shall be issued for a Digital Sign which does not comply with the following standards:

A. Maximum size: thirty (30) square feet. The area of a Digital Sign shall be counted as part of the allowable sign area for a freestanding or building sign. The Digital Sign shall be incorporated as an integral component in either a permitted freestanding or building mounted sign.

B. Density: One Digital Sign per one hundred (100) feet of street frontage in non-residential zones. One Digital Sign per two hundred (200) feet of street frontage in residential zones, not to exceed one (1) sign per parcel.

C. Zoning: Allowed in residential and non-residential zones only.

D. Maximum brightness: See Section 20.84.090 of this Chapter.

E. Motion limits: No motion except for instantaneous change of message.

F. Minimum hold between messages: eight (8) seconds.

G. Programming: to ensure that digital signs are programmed and continue to operate according to local standards, digital signs shall be designed for local on-site control and programming.

Section 20.84.200 Electronic Message Center (EMC) Signs. Electronic Message Center (EMC) signs are not separately allowed signs. No permit shall be issued for a EMC which does not comply with the following standards:

A. Maximum size: Thirty (30) square feet. The area of an Electronic Message Center sign shall be counted as part of the allowable sign area for a freestanding or building sign. The EMC shall be incorporated as an integral component in either a permitted freestanding or building mounted sign.

B. Density: One EMC per one hundred (100) feet of street frontage, not to exceed one (1) per business and tenant space. Electronic Message Center signs shall not be a sign separate from a freestanding or building sign.

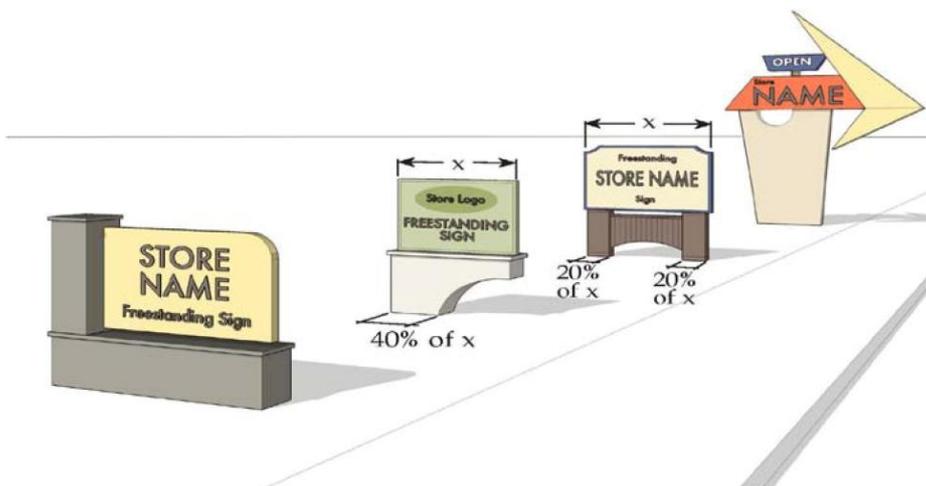
C. Zoning: Prohibited in residential zones.

D. Minimum parcel per sign. One acre.

- E. Maximum Brightness. See Section 20.84.090 of this Chapter.
- F. Motion limits: No motion except for a fade in of the next message with the fade transition being no more nor less than 1.5 seconds. Fade transition is required rather than instantaneous message changes to avoid sudden or startling flashes of light.
- G. Minimum hold between messages: ten (10) seconds, plus 1.5 second transition fade.
- H. Programming. To ensure that EMC's are programmed and continue to operate according to local standards, EMC's shall be designed for local on-site control and programming. The applicant shall provide a written certificate from the sign manufacturer that the nighttime light intensity has been factory pre-set not to exceed allowable levels under this Section, and that this setting is protected from end-user modification by password-protected software or other method that ensures compliance.

Section 20.84.210 Freestanding Signs. No sign permit shall issue for a freestanding sign which does not comply with the following standards:

- A. Number.
 1. The number and type of freestanding signs for single and multiple tenant uses are derived from the use, zone, location and length of development site frontage as described in this Section.
 2. One freestanding sign is allowed for each site frontage on a public right-of-way improved for vehicles up to a maximum of two (2) signs. Flag lot sites with frontage on a public street are permitted one (1) sign on the frontage providing primary access to the site.
 3. Where more than one (1) freestanding sign is proposed on a site with multiple frontages on a public right-of-way improved for vehicles, a minimum of one hundred (100) feet as measured in a straight line, shall separate each sign.
 4. The permanent sign base shall have a minimum aggregate width of forty (40) percent of the width of the sign cabinet or face.



B. Location.

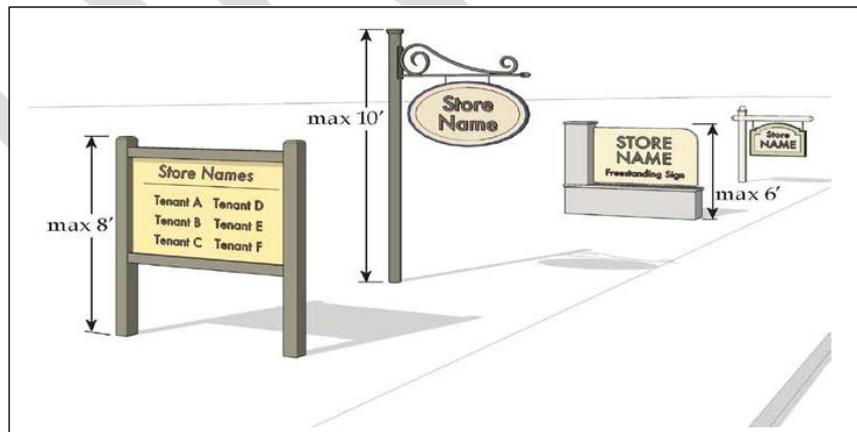
1. No freestanding sign shall be permitted on any site that does not have street frontage.
2. Freestanding signs shall be set back from side and front property lines as provided in Table 20.84.210a.

**Table 20.84.210a
Sign Location/Setbacks for Freestanding Signs**

	NB	C	OP	LI	HC	HI
Sign Setback - Front Property Line Interior Lot	5 ft.					
Sign Setback -Side Property Line Interior Lot	10 ft.					
Sign Setback – Corner Lots	5 ft. from all property lines					

3. No freestanding sign shall be located in the triangular area(s) measured fifteen (15) feet by fifteen (15) feet where a driveway enters onto a street, or in any other area which may obstruct the vision of motorists so as to create a safety hazard. Additionally, all signs are subject to the Public Works Standards regarding sight distances.

Freestanding Sign



C. Height and Area.

The height and area of a freestanding sign shall be governed by the maximum height and area requirements provided in Table 20.84.210b and Table 20.84.210c.

**Table 20.84.210b
Sign Height by Zoning District for Freestanding Signs**

	NB	C	OP	LI	HC	HI
Maximum Height of Freestanding Signs	5 ft.	15 ft. 20 ft. for Multiple Occupancy or Building Complexes	10 ft. 15 ft. for Multiple Occupancy or Building Complexes	15 ft. 20 ft. for Multiple Occupancy or Building Complexes	15 ft. 20 ft. for Multiple Occupancy or Building Complexes	15 ft. 20 ft. for Multiple Occupancy or Building Complexes

**Table 20.84.210c
Sign Area by Zoning District for Freestanding Signs**

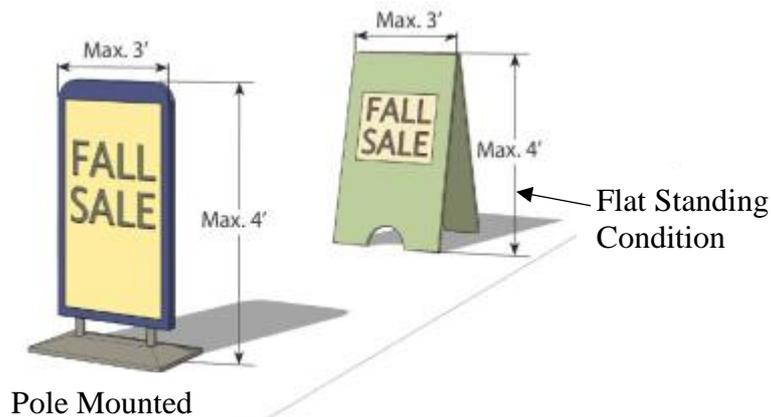
	NB	C	OP	LI	HC	HI
Maximum Sign Area of Freestanding Signs per face	15 sq. ft. per face	85 sq. ft. per face 100 sq. ft. per face for Multiple Occupancy or Building Complexes	40 sq. ft. per face 48 sq. ft. per face for Multiple Occupancy or Building Complexes	85 sq. ft. per face 100 sq. ft. per face for Multiple Occupancy or Building Complexes	85 sq. ft. per face 100 sq. ft. per face for Multiple Occupancy or Building Complexes	85 sq. ft. per face 100 sq. ft. per face for Multiple Occupancy or Building Complexes

D. Signs Facing Residential Zones. Signs facing residential zones shall have dark backgrounds with light lettering.

Section 20.84.220. Portable Signs. No permit shall be issued for a portable sign (includes sandwich board and pole mounted signs) which does not comply with the following standards:

A. Zone: Allowed only in non-residential zones, except that temporary portable signs are allowed in residential zones, subject to the provisions of Section 20.84.270 (temporary signs).

B. Design and Materials: Must be designed with durable materials, otherwise they will be regulated as temporary signs under Section 20.84.270. Portable signs must be designed to withstand wind and include a heavy weighted base for pole-mounted signs, and a heavy weight suspended between the opposing faces of a sandwich board sign.



C. Size and Height. Sandwich board signs: Maximum of four (4) feet in height, maximum of three (3) feet in width. (Note: sandwich board sign height is measured in the flat standing position, rather than in open standing position.) Pole-mounted signs: Maximum of three (3) square feet per side, four (4) feet high.

E. Number: Not more than one (1) portable sign may be displayed per business, per tenant space.

F. Location: Must be located no further than ten (10) feet from the primary building of the business, or, if there is only one business or tenant space on the site, it may be located not farther than then (10) feet from the site's driveway entrance. No portable sign may be located on the City right-of-way (which includes the sidewalk), without a Street right-of-way use permit.

G. Display Hours: Portable signs, including temporary portable signs may be displayed during business or operating hours only.

Section 20.84.230 Projecting signs. No permit shall issue for any projecting sign which does not comply with the following standards.

A. Number. One (1) projecting sign may be allowed per tenant space or building frontage. Projecting signs are permitted in addition to allowable wall signage.

B. Sign size.

1. Non-residential zones: The face of a projecting sign shall not exceed twelve (12) square feet in area.

2. Residential zones: The face of a projecting sign shall not exceed one and one-half (1.5) square feet in area.

Projecting Sign



C. Location.

1. No part of any projecting sign shall be located lower than eight (8) feet above the grade of sidewalk, walkway or driveway which is directly below the sign, or within three (3) feet of the sign.
2. Projecting signs may extend a maximum of four (4) feet from the building and shall be hung a minimum of six (6) inches away from the building.
3. No projecting sign shall be located within twenty-five (25) feet of another projecting sign on the same site or on the same building.
4. No projecting sign shall be located higher than the first story level of the building.
5. No projecting sign shall extend into the right-of-way, including the sidewalk, without an approved Right-of-Way use permit under Chapter 13.12.

D. Design.

1. Non-residential zones: May be illuminated, internally or indirectly. In residential zones, projecting signs may not be illuminated.
2. Projecting signs shall be perpendicular to the building wall to which it is affixed.
3. Projecting signs shall not exceed four (4) inches in thickness.
4. Projecting signs shall be supported by or suspended from solid rods or otherwise tethered or reinforced to avoid movement in wind.

E. Zone. Residential and nonresidential zones: as limited above.

Section 20.84.240 Service Island Signs. No permit shall issue for a service island sign which does not comply with the following standards:

A. Number and Size.

1. Island canopies. One (1) sign on the canopy fascia per street frontage, not to exceed 20 percent of the area of canopy fascia to which the sign is mounted.

2. Spandrel signs and canopy support signs. Spandrel signs shall not exceed twenty (20) percent of the spandrel area, and both spandrel signs and signs attached to canopy support columns shall be deducted from allowable wall signage on the associated principle building on the site.

B. Zone. Not allowed in residential zones.

C. Design. Spandrel signs may be internally illuminated, subject to the illumination standards of 20.84.090. Signs attached to canopy support columns shall not be illuminated.

Section 20.84.250 Sign walkers. Sign walkers are allowed, subject to the following standards:

A. Permit. A permit is not required for a sign walker, but the sign walker shall comply with all the applicable requirements of this Chapter.

B. Number. No limit.

C. Area. The sign walker's sign shall not exceed eight (8) square feet in area, and shall not exceed eight (8) feet in height when held in place.

D. Zone. Allowed in nonresidential zones only.

E. Design. The sign walker's sign cannot be illuminated. Sign walkers shall be limited to daylight hours only. A sign walker's sign may not include any element of a prohibited sign as described in Section 20.84.040.

F. Location. Sign walkers are restricted to a minimum of thirty (30) feet from a street or driveway intersection, measured from the back of the curb or edge of pavement if no curb exists, and shall not be located in any of the following places:

1. On any public property or within public right-of-way, although sign walkers are allowed on public sidewalks;

2. In parking aisles or stalls;

3. In driving lanes;

4. On fences, walls, boulders, planters, other signs, vehicles, utility facilities or other structures; or
5. In a manner which results in a sign walker physically interfering with motorists; pedestrians or bicyclists.

Section 20.84.260 Temporary Signs.

- A. No Permit required. No sign permit is required for temporary signs.
- B. Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated or creates a public nuisance.
- C. Materials. See Section 20.84.100 (sign materials) and the definition of “temporary sign” in Section 20.84.290.
- D. City property (excluding City right-of-way). Temporary signs on City-owned property (excluding City right-of-way) are allowed only in conjunction with an approved Special Event permit. No sign may be placed in the roadway.
- E. City Right-of-Way outside of the Roadway. Temporary signs on City Right-of-Way placed outside of the Roadway, must comply with the following requirements:
 1. *Location.* Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the pavement. Signs may not be placed on sidewalks, driveways or other paved areas designed for pedestrian or vehicular use, or as conditioned in a right-of-way use permit.
 2. *Approval of abutting owner.* Approval of the abutting owner is recommended.
 3. *Type.* Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a right-of-way use permit.
 4. *Size and height.* Limited to four (4) square feet, and three (3) feet in height.
 5. *Dilapidated or Nuisance signs.* Any temporary sign in the right-of-way that is dilapidated or a nuisance, shall be removed by the person responsible for placement of the sign.
 6. *Other signs.* The City may allow other signs in City right-of-way with a Right-of-Way use permit.
- F. Residential zones. Temporary signs may be placed on property residentially zoned in accordance with the requirements of this Section and the following:
 1. *Window signs.* Limited to no more than one temporary window sign per residential unit, not to exceed four (4) square feet.

2. *Freestanding signs (includes post-mounted, stake and portable signs).*
 - (a) Single-family zones: Temporary free-standing signs shall not exceed four (4) square feet in size and five (5) feet in height, if the sign is mounted on the ground, and not to exceed three (3) feet in height if the sign is stake-mounted or portable.
 - (b) Multi-family zones: Temporary free-standing signs shall not exceed six (6) square feet in size and five (5) feet in height if the sign is post mounted on the ground, and not to exceed three (3) feet in height if the sign is stake-mounted or portable.

3. *Surface-mounted signs. Limited to sites two (2) acres or larger:*
 - (a) Size. No larger than thirty-two (32) square feet.
 - (b) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing or abutting the street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

G. Non-residential zones. Temporary signs are allowed on non-residentially zoned property in accordance with the requirements of this Section and the following:

1. *Window signs.* Limited to twenty-five (25) percent of the window area, subject to the window sign requirements of Section 20.84.240.
2. *Freestanding signs (including post-mounted, stake and portable signs):* Size/height. Limited to four (4) square feet and five (5) feet in height if the temporary sign is mounted in the ground, and not to exceed three (3) feet in height if the temporary sign is portable
3. *Surface-mounted signs:*
 - (a) Size. Limited to thirty (30) square feet.
 - (b) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing the abutting street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

H. Temporary signs on large properties, residential or non-residentially zoned properties. The following temporary signs may be placed on any site at least two (2) acres in size, in accordance with the requirements of this Section and the following:

1. *Type.* Any type.
2. *Size/height.* Not to exceed sixty-four (64) square feet and up to eight (8) feet above ground level.

3. *Exclusivity.* The sign allowed under this subsection is in lieu of and shall not be displayed with or be in addition to other temporary signs allowed by this Section.

Section 20.84.270 Window Signs. No permit shall issue for a permanent window sign which does not comply with the following standards:

- A. Number: No more than one permanent window sign may be placed in a single window.

**Figure 20.84.070a
Window Sign**



- B. Window Coverage. Window signs (temporary and permanent) shall not exceed twenty-five (25) percent of the area of the window on which they are displayed.
- C. Location. No higher than second (2nd) story windows for permanent window signs. (For the requirements applicable to temporary window signs, *see* Section 20.84.270.)
- D. Zone. Allowed in all zones.
- E. Design. Permanent window signs are limited to individual painted or vinyl cut-out letters and graphics, or neon signs constructed with or without a solid or opaque background. Permanent signs with solid backgrounds are not permitted in windows in order to ensure maximum light and visibility through windows. Temporary window signs are exempt from the restrictions in this Subsection E.

Part V. Definitions, Chart of Sign Types.

Section 20.84.290 Definitions. The words and phrases used in this Section shall be construed as defined in this Chapter, unless the context clearly appears otherwise. Unless specifically defined in this Section, the definitions set forth in other provisions of this Code shall likewise apply to this Chapter.

“A”

“Abandoned sign” means a sign, the face of which has been removed or is broken and is not refaced within 180 days thereafter. Abandoned signs shall also include signs with rusted, faded, peeled, cracked or otherwise deteriorated materials or finishes that have not been repaired within 90 days after the City provides notice of the sign’s deteriorated condition under the City’s Code Enforcement Chapter (20.82).

“Accessory sign” means a permanent, free standing sign of limited height and size that provides supplemental opportunity for free standing signage on a site.

“Aerial sign” means a free floating balloon, kite or similar object not directly secured to property within the City.

“A-frame sign” *see also*, portable sign or sandwich board sign, means signs capable of standing without support or attachment.

“Alter” means to change the copy, color, size, shape, illumination, position, location, construction or supporting structure of a sign, not including ordinary maintenance.

“Area, sign” means the smallest square, rectangle, parallelogram or circle that will enclose the extreme limits of writing, representation, logo, or any figure of similar character, together with any frame, background area, structural trim, or other materials or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed. The supports or uprights on which any such sign is supported shall not be included in determining the sign area. The area of signs with two (2) faces shall be considered to be the area of the largest face. The area of signs with three (3) or more faces shall be considered to be the area of the largest face or one-half (1/2) the area of all of the faces, whichever is less (See Section 20.84.120).

“Awning or Canopy sign” means a sign affixed to or imprinted on a temporary shelter or a permanent architectural projection, such as an awning or canopy, composed of non-rigid materials on a supporting framework, affixed to the exterior wall of a building, extending over a door, entrance, window or outdoor service area.

“B”

“Business activity” means an enterprise offering goods, services, or other consideration to the public, in legal occupancy of a site or of a specific portion of a site and under separate and distinct management from any other enterprise located on the same site.

“Business frontage” means the horizontal dimensions of a building or individual business elevation measured at ground level.

“C”

“Canopy or Awning sign” – see definition under “Awning or Canopy sign” above.

“Changeable copy sign”: means a sign or portion thereof which is designed to have its message or copy readily changed manually or by remote or automatic means without altering or replacing the face or surface. Changeable copy signs support hard-copy text or graphics and do not use digital or electronic text or images.

“D”

“Digital sign” means a changeable copy sign with monochrome LED (light emitting diodes) text, graphics or symbols over a black, non-illuminated background.

“Directional sign” means a sign erected for the purpose of facilitating or controlling the efficient and safe movement of pedestrians or vehicles within a multi-tenant development.

“E”

“Electronic message center sign” means an electrically activated changeable copy sign having variable message and/or graphic presentation capability that can be electronically programmed by computer or handheld device from a remote location. EMC’s typically use light emitting diodes (LED’s) or liquid crystal display (LCD) as a lighting source.

“Elevation” means the visible vertical plane of the side of a building from ground level to the roof line.

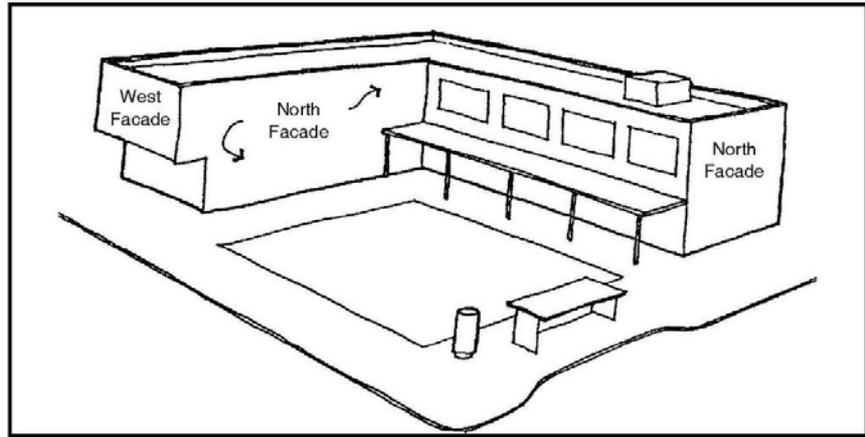
“Elevation, primary” means the side of a building directly abutting either a street or a parking area. A business owner may choose which elevation is considered the primary elevation, except that in a multi-tenant building, the elevation which is contiguous to other businesses shall be the primary elevation.

“Elevation, secondary” means any elevation of a building not determined to be a primary elevation.

“F”

“Façade”

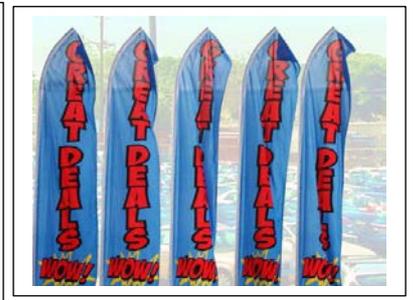
means the elevation of a building extending from the ground level up to the bottom of the fascia on a pitched roof building, and up to the top of the wall or parapet on a flat roof building. The area of a façade for purposes of calculating allowable wall signage includes the area of the windows and doors but excludes openings that do not have solid coverings, such as breezeways, colonnades and gateways that extend to the backside of the building.



“Fascia” means an architectural term for a vertical frieze or board under a roof edge or which forms the outer surface of a cornice, visible to an observer.

“Festoon” means materials or devices, whether or not they contain printed material, which are attached to real or personal property with the purpose or effect of attracting public attention to an object or site. Festoons include flags, pennants, balloons, ribbon, tinsel and other similar materials, regardless of size.

Examples of Festoons



“Flag” a flat piece of cloth with distinctive colors, patterns or symbols, having one end of the cloth attached to a vertical staff (directly or by rope and pulley mechanism) and all other ends free-flowing under natural movement of wind."

“Flag canopy” means a line of flags, or a series of lines of flags, suspended above a site.

“Flashing sign” means an electric sign or portion thereof except electronic message center signs, which changes light intensity in a sudden transitory burst, or which switches on and off in a constant pattern in which more than one-third of the non-constant light source is off at any one time.

“Foot Candle” a unit of illumination equal to that given by a source of one candela at a distance of one foot (equivalent to one lumen per square foot or 10.764 lux).

“Freestanding sign” means a sign and its support pole or base standing directly on the ground that is independent from any building or other structure.

“Freeway” means a limited access highway, state route or interstate.

“Freeway oriented sign” means a sign within 150 feet of a freeway right-of-way that has its sign face parallel to, perpendicular to, angled toward, or otherwise readable from the freeway right-of-way.

“Frontage” means the ground floor horizontal distance of a building or portion thereof occupied by the subject tenant. Building frontage shall only be measured along a ground floor wall which has a customer entrance that faces and has access onto a public open space, such as a courtyard or plaza; or is adjacent to a public street, or adjacent to a driveway or parking lot which serves that use. If any building frontage does not consist of one straight line, the frontage of any offset portion shall be projected, for computation purposes, to the extension of the line of the most forward face of the building.

“G”

“Gross leasable space” means area of a single leasable space, regardless of the number of tenants or leases within the space.

“H”

“Halo illuminate” means a light source placed behind totally opaque letter or symbol so that the light reflects off the wall or background to which the letters or symbols are mounted rather than emanating through the letters or symbols, creating a halo effect that leaves the letters or symbols viewable in silhouette form only.

“Height of sign” means the overall height of the sign above grade directly below or at the base of the sign.

“I”

“Illegal sign” means a sign which does not conform to the requirements and standards of this Chapter and which does not meet the criteria of a nonconforming sign as defined in this Definitions Section.

“Integrated development site” means any commercial or noncommercial development site, regardless of the number of lots or individual tenants, that is developed with common parking, layout, architecture or design features.

“Item of information” means a word, figure, logo, abbreviation or other symbolic representation.

“L”

“Logo” means a design of letters, colors or symbols used as a trademark or for identification in lieu of, or in conjunction with, other signs.

“Logo shield” means a logo contained within an area no greater than four (4) square feet, incorporated into a larger sign face or designed as an individual sign or component of a sign containing individually mounted sign graphics.

“Lot line” means a line that separates two lots.

“Luminance” means the photometric quality most closely associated with the perception of brightness. Luminance is measured in candelas per square meters or “nits.”

“M”

“Mansard” means a roof with two slopes on each side of the four sides, the lower steeper than the upper.

“Master Sign Plan” means a coordinated sign plan which includes the details of all signs (not including exempt or temporary signs) which are or will be placed on a site.

“Monument sign” means a freestanding low profile sign with the sign width greater than the sign height and designed with a solid base and background.

“Motion” means the depiction of movement or change of position of text, images or graphics. Motion shall include, but not be limited to, visual effects such as dissolving and fading text and images, running sequential text, graphic bursts, lighting that resembles zooming, twinkling or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes and similar actions.

“Multiple Building Complex” A group of structures housing more than one (1) type of retail business, office or commercial venture, and generally under one (1) ownership and control.

“N”

“Natural grade” means the topographic condition or elevation of a site or portion of a site over the past five years, or the finished grade of an approved site development plan. Changes to grade or elevation resulting from fill, mounding or berming within five years preceding any requested permit other than a site development plan shall not be considered natural grade for permitting purposes.

“Neon sign” means a sign with illumination affected by a light source consisting of a neon or other gas tube which is bent to form letters, symbols or other shapes.

“Night-time hours” means from one-half hour before sunset to one-half hour after sunrise.

“Nonconforming sign” means any sign, which at one time conformed to all applicable requirements and standards of this Chapter, including all permit requirements, but which subsequently ceased to so conform due to changes in such requirements and standards.

“Nonresidential zone” means, in the context of this Chapter, any zone that does not include residential dwelling units except for mixed use zoning districts where residential units are located above or behind nonresidential uses and the ground floor streetscape is characterized by commercial and other nonresidential uses.

“O”

“Opaque” means a material that does not transmit light from an internal illumination source.

“P”

“Painted sign” means a sign painted directly on a building or on material which is then attached to a building. *See also*, “wall sign.”

“Pan-channel” means a sign graphic that is constructed of a three-sided metal channel, usually having a light source contained within the channel. The open side may face inward, resulting in silhouette lighting, or it may face outward to allow full illumination. The open side of the channel may be enclosed with a translucent material.

“Parapet” means a protective wall or barrier projecting above any canopy, balcony or roof.

“Permanent sign” means a sign constructed of weather resistant material and intended for permanent use and that does not otherwise meet the definition of “temporary sign.” Wall mounted sign holders designed for insertion of signs and posters shall be considered permanent signage and subject to all standards of this chapter.

“Pole sign” means a sign mounted on a weighted base, intended to be movable.

“Portable sign” means a free-standing sign that is readily moveable and not permanently affixed to the ground, including A-frame or sandwich board signs, pole signs mounted on weighted bases, and similar signs that are used on more than a temporary basis.

“Projecting sign or Projection sign” means a sign attached to a building with the face not parallel to the vertical surface of the building. Projecting signs include signs projecting directly from walls, or signs hanging from porch ceilings or other support structures.

“R”

“Raceway” means a box-type conduit to house electrical wires for signs and used to support and/or affix signage on a wall.

“Right of Way” is the strip of land platted, dedicated, condemned, established by prescription or otherwise legally established for the use of pedestrians, vehicles or utilities.

“Roadway” means that portion of the street improved, designed, or ordinarily used for vehicular travel and parking, exclusive of the sidewalks and shoulder. Where there are curbs, the roadway is the curb to curb width of the street.

“Roof line” means the uppermost edge of the roof or the top of the parapet, excluding mechanical equipment screens, whichever is highest. Where a building has several roof levels, the roof line shall be the one belonging to that portion of the building on which the sign is located.

“Roof mounted sign” means a sign which has a point of attachment to the roof or mansard of a building. Architectural projections, including mechanical equipment screens, above any parapet or roof line whose sole function is a background for signs shall be considered a sign structure. A sign on such an architectural projection shall be considered a roof sign.

“S”

“Sandwich board sign” – *see* “A-frame sign” definition.

“Service Island sign” means a permanent sign displayed on the service island of a gas station.

“Setback” means for monument and freestanding signs, the setback from any property line shall be the outside edge of the sign closest to the property line (See Figure 20.84.290b).

“Sign” means letters, figures, symbols, trademarks, or logos, with or without illumination, intended to identify any place, subject, person, firm, business, product, article, merchandise or point of sale. A sign also includes balloons attached to sign structures, products, streamers, spinners, pennants, flags, inflatables, festoons or similar devices intended to attract attention to a site or business, as well as architectural or structural forms, illuminated panels, spandrels, awnings and other structural or architectural features not common to classic vernacular or non-corporate regional architecture and that are intended to convey a brand, message or otherwise advertise a location or product, whether or not such features include text or graphics and whether or not they serve other practical purposes such as lighting, covering or enclosure of persons or products. A sign includes any device which streams, televises or otherwise conveys electronic visual messages, pictures, videos or images, with or without sound or odors. Refer to Section 20.84.040 for a list of prohibited signs.

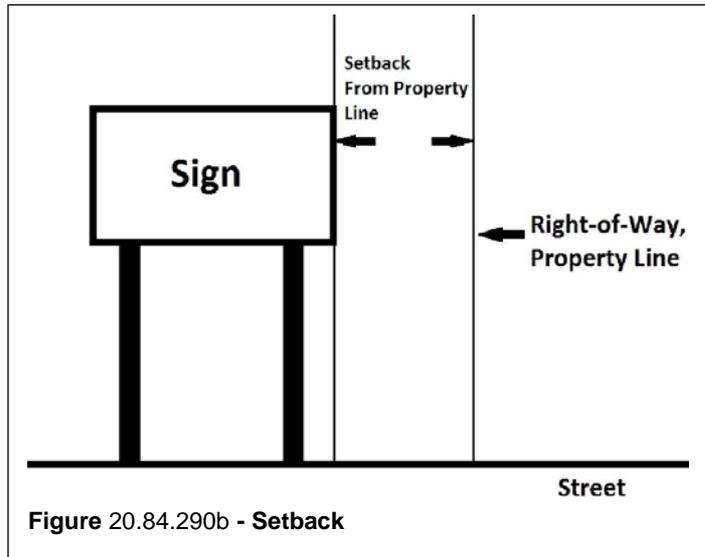


Figure 20.84.290b - Setback

“Signable area” means the area of the largest rectangular portion of a face of a building to which a sign is affixed or proposed to be affixed, which can be included within parallel, vertical and horizontal lines uninterrupted by significant architectural features of the building.

“Sign walker” means a sign carried by a person.

“Site” means a unit of land, together with all improvements thereon, determined as follows:

- 1) a unit of land which may be conveyed separately from any and all adjacent land without the requirement of approval of a boundary line adjustment, short plat or a preliminary plat.
- 2) Two (2) or more buildings or business activities that are or will be related to each other physically or architecturally, such as by sharing off-street parking facilities, so as to form an integrated development, such as a shopping center, industrial park, or office complex.

“Spandrel” means a panel or box-type structure that spans between and/or is connected to the support columns of a porch, colonnade or canopy, usually for architectural embellishment and/or signage purposes.

“Special event sign or temporary sign” means signs or advertising displays or a combination thereof which advertises or attracts public attention to a special one-time event, including but not limited to, the opening of a building or business activity, the sale of goods and services at discounted or otherwise especially advantageous prices or similar event.

“Static” means without motion.

“Story” means that portion of a building included between the upper surface of a floor and the upper surface of the floor or ceiling next above.

“Suspended Sign” means a sign mounted above a sidewalk adjacent to a business, affixed to a beam, overhang, roof or other fixture that is an integral part of a building.

“T”

“Temporary sign (which may include temporary use sign)” means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this Chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of non-durable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20 oz. fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this Chapter.

“Tenant space” means the entire building which encompasses a building or use on a site; or in buildings designed for multi-tenant occupancy, it is the space between demising walls and which has an independent entrance to common corridors or to the outside. Portions of tenant spaces that are sublet to or otherwise allowed to be used by persons or businesses other than the principle person or business of a tenant space are not considered tenant spaces in the context of this chapter.

“U”

“Unshielded lighting” means an external illumination source which is exposed to view.

“V”

“W”

“Wall sign” means a sign which is attached parallel to or painted on a wall, including parapet or canopy fascia, or a building.

“Width of sign” means the total horizontal dimension of a sign, including all frames or structures.

“Window” means the entire window unit including individual sashes or panes that might otherwise divide the area between the head, jamb and sill; except that in commercial storefront window assemblies, a single “window” is the glass area between each mullion that divides the window assembly, whether installed as a single piece of glass or as multiple pieces of glass divided by muntins.



“Window sign” means a sign that is attached to or is intended to be seen in, on or through a window of a building and is visible from the exterior of the window.



AGENDA BILL NO. 16-090

TO: Mayor Guier and City Council Members
FROM: Jack Dodge, Community Development Manager
MEETING DATE: October 3, 2016
SUBJECT: Proposed Revisions to Chapter 20.54-Office Park (OP) District Related to Storage and Design Standards

ATTACHMENTS: 1. **Ordinance 2016-1937 Revisions to Chapter 20.54 Office Park District**
2. **Aerial Photo of OP Zoned Properties**

Governance Committee: 4/5/16
Planning Commission: 3/22/16, 4/26/16, 6/28/16, 7/26/16 Public Hearing
Previous Council Review Date: None

Summary:

Background

Chapter 20.54 Office Park District

1. Design Standards

The Office Park (OP) zone is intended to provide land uses and design considerations to provide a buffer between the single-family neighborhoods to the north and the Light Industrial (LI) land uses to the south (See Attachment 2 – Aerial Photo). This is reflected in Policy LU-4.2.6 in the Land Use Element of the Comprehensive Plan provided below:

Policy LU-4.2.6: Office Park (OP) - This land use category is intended for light industrial uses, including fabrication, small manufacturing plants with minimal impacts to the surrounding neighborhood. Warehousing, distribution, and related office and retail uses may be combined with light industrial uses in the same development, and may serve the occupants of the Park and surrounding uses. The Office Park land use shall provide a buffer between residential and the more intensive industrial uses through ***enhanced landscaping, building orientation and design, and other site design standards*** (emphasis added).

To implement this policy new design standards are proposed relative to building design and orientation. These are included in a new subsection 20.54.085 Design Standards in the proposed revisions.

2. Conditional Uses

- A. Sub-section 20.54.030 Conditional Uses have been revised. "Storage" as a conditional use has been removed and the provision to allow a property owner to request a "conditional use permit" for almost any use has been removed.

As discussed previously with the City Council, the City's Comprehensive Plan is out of compliance with the Growth Management Act (GMA). One of the main reasons for noncompliance is that the City could not meet its employment forecasts in the Pierce County portion of the City. Under the Pierce County "buildable lands study" the City was deficient by 3,525 employees. The Pierce County study indicated that based on the uses listed in the Office Park zone only 8.25 employees per acre were generated.

As part of the update to the Land Use Element, the City hired BERK Consultants to review the Pierce County assumptions regarding the employees per acre. BERK Consultants found that the potential employees per acre in the OP zone was higher, being approximately 29 employees per acre. This was backed by business license information that provided the approximate number of employees employed by the businesses located in the OP zone. This is predicated on the fact that storage is not a use permitted in the OP zone.

In April the Puget Sound Regional Council (PSRC) granted a "conditional certification" of the City's Comprehensive Plan. This conditional certification in part required the City to take one of the following steps to resolve the employment forecast assumptions from Pierce County.

1. The City could work with Pierce County and potentially, the City of Sumner, to adjust the growth targets, consistent with the Regional Growth Strategy, to reflect future growth in Pacific that can be accommodated by the land use plan over the planning period. Once the shift in target has been resolved, the plan should be amended to reflect the new planning number, demonstrating sufficient capacity in the City to accommodate its targets.
2. Alternatively, the City could amend the plan, including land, transportation and other relevant elements, to reflect and affirmatively plan for the targeted growth, including through provision of sufficient land uses and densities.

The City will be pursuing the first alternative to adjust the growth targets with Pierce County and the City of Sumner. Storage, as a stand alone use does not generate the number of employees necessary to meet the employment

forecasts generated by BERK Consultants. Therefore, this use is proposed to be stricken as a conditional use in the OP zone.

- B. Electronics computers, computer hardware, etc. has been added as a "Conditional Use in the OP zone under Sub-section 20.06.110.

Planning Commission Recommendation

The Planning Commission conducted a public hearing regarding the proposed code revisions at their July 26, 2016 meeting. The Planning Commission's and staff recommendation is that the City Council adopt Ordinance 2016-19xx revising Chapter 20.54 Office Park District of the (PMC), adding design standards, removing storage as a conditional, removing the provision to request a conditional use for almost any use, and adding a new conditional use regarding electronic assembly.

Recommended Action:

Adopt the Planning Commission recommendation.

Alternative:

- 2. Set a public hearing date to make changes to the Planning Commission's recommendation under proposed Ordinance 2016-1937.

Recommended Motion: "I move to adopt Ordinance No 2016-1937 revising Pacific Municipal Code Chapter 20.54-Office Park (OP) District Related to Storage and Design Standards

CITY OF PACIFIC, WASHINGTON
ORDINANCE NO. 2016-1937

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO DESIGN STANDARDS AND LAND USES IN THE OFFICE PARK ZONE, PROVIDING DESIGN STANDARDS FOR NEW DEVELOPMENT, DELETING STORAGE AS A CONDITIONAL USE, DELETING A PROVISION ALLOWING A BLANKET REQUEST FOR A CONDITIONAL USE FOR ALMOST ANY USE AND ADDING ELECTRONIC-COMPUTER MANUFACTURING AS A CONDITIONAL USE, AMENDING SECTION 20.06110 AND 20.54.030 AND ADDING A NEW SECTION 20.54.085 TO THE PACIFIC MUNICIPAL CODE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City's Comprehensive Plan Land Use Policy, LU-4.2.6 Office Park (OP), expresses the need to buffer industrial areas from residential areas through enhanced landscaping, building orientation and design and other design standards; and

WHEREAS; the Puget Sound Regional Council (PSRC), in their conditional certification of the Pacific Comprehensive Plan has stated that the City must resolve the employment forecast shortfall in the Pierce County portion of the City; and

WHEREAS, the City hired BERK Consultants to review the Pierce County employment forecasts for the City, and determined that based on the size of lots in the OP zone and appropriate land uses, [together with using the methodology King County used in their forecasts](#), the potential [increase in](#) employees generated per acre could help the City significantly meet the City's employment forecasts mandated by [the Pierce County Regional Council \(PCRC\)](#); and

WHEREAS, storage uses [as a stand alone use of property](#), by their nature do not generate the number of employees necessary to meet employment forecasts mandated by [the PCRC and therefore should not be allowed as either a permitted or conditional use](#); and

[WHEREAS, design standards will enhance the look of a building façade thereby enhancing the overall quality of the neighborhood and helping to preserve or enhance property values of nearby office park and residential properties; and](#)

WHEREAS, The proposed revisions to Chapter 20.54 PMC implement Land Use Policy LU-4.2.6 Office Park (OP) and will help the City to meet the employment forecasts mandated by [the PCRC](#) and meeting a condition of conditional certification for the City Comprehensive Plan by the PSRC;

WHEREAS, the City SEPA Responsible Official issued a SEPA threshold determination of nonsignificance on this Ordinance, which was not appealed; and

WHEREAS, the City sent a copy of this Ordinance to the Washington Department of Commerce on April 26, 2016; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on July 26, 2016, and provided a recommendation of [APPROVAL](#) to the City Council; and

WHEREAS, the City Council considered this Ordinance during a regular City Council meeting on September 12, 2016; Now, Therefore,

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

Section 1. Section 20.06.110 is hereby amended to read as follows:

20.06.110 Intermediate manufacturing and intermediate/final assembly.

“Intermediate manufacturing and intermediate/final assembly” use type refers to uses that involve intermediate processing of semi-processed material into a consumer good and to uses that involve the assembly of semi-processed and/or intermediate processed products into a consumer good. This use type refers to the production, manufacture, fabrication or assembly of one or more of the following product types:

USE CATEGORIES	OP	LI	C	HC	NB	HI
Clothing and fabricated products	P	P	P	P		P
Products manufactured by predominantly chemical processes and which are to be used for ultimate consumer consumption		C	C			P
Products manufactured by predominantly chemical processes and which are to be used for further manufacture of other products		C	C			P
Electronic computers, computer hardware components and related equipment, and other machine apparatus and supplies for the generation, storage, transmission, transformation and utilization of electrical energy	<u>C</u>	P	P			P
Industrial and commercial machinery and equipment		P	P			P
Finished products made entirely or mainly from wood for use in construction		P	P			P
Paper and paperboard and its conversion into other paperboard products		P	P			P
Ferrous and nonferrous metal products and a variety of metal and wire products manufacturing		P	P			P
Products manufactured or assembled from plastic resins and from natural,		C	C			P

USE CATEGORIES	OP	LI	C	HC	NB	HI
synthetic or reclaimed rubber						
Paving and roofing materials, compounding lubricating oils and greases, rubber reclaiming, manufacture of synthetic rubber						P
Instruments for measuring, testing, analyzing and controlling optical instruments, medical instruments and equipment, photographic equipment, watches and clocks, and supplies associated with the previous products	C	P	P			P
Glass and glass products, clay products, pottery		P	P			P
Concrete and gypsum products, abrasive and asbestos products and other secondary products from materials taken principally from the earth in the form of stone, clay and sand		C	C			P
Woven and knit fabrics, and carpets and rugs from yarn	C	P	P	P		P
Dyeing, finishing, coating, waterproofing and other treating of fiber, yarn and fabrics		P	P			P
Felt, lace goods, non-woven fabrics, and miscellaneous textiles	C	P	P	P		P
Equipment for transportation of people or cargo by land, air, rail or water		P	P			P
Other manufacturing and/or assembly processes in which processed or semi-processed materials are made or assembled into consumer products and supplies associated with the previous products		P	P			P

Section 2. Section 20.54.030 of the Pacific Municipal Code is hereby amended to read as follows:

20.54.030 Conditional uses.

In addition to the buildings and uses permitted conditionally listed in PMC [20.68.170](#), the city may grant a conditional use permit (CUP) for any of the following buildings and uses in accordance with the procedures set forth in Chapter [20.20](#) PMC:

- A. Agricultural services;
- B. Community and cultural services;
- C. Crop production (level 1);
- D. Eating and drinking establishments;
- E. Educational facilities;
- F. Educational services;

- G. Electrical facilities;
- H. Food stores (level 2);
- I. Intermediate manufacturing and intermediate/final assembly in accordance with PMC [20.06.110](#);
- J. Motion picture/television and radio production studios;
- K. Personal services (level 1);
- L. Religious assembly;
- ~~M. Storage;~~
- ~~N. Utilities or public maintenance facilities (level 1);~~
- ~~O. Water supply facilities (level 2); and~~
- ~~P. Any other buildings or uses determined to be similar to those listed in PMC [20.54.020](#). Such other uses shall not have any different or more detrimental effect upon the adjoining neighborhood areas than the specifically permitted buildings and use. (Ord. 1505 § 11, 2001; Ord. 1361 § 4, 1998).~~

Section 3. A new Section 20.54.085 is hereby added to the Pacific Municipal Code, to read as follows:

20.54.085 Design Standards. Development in the Office Park zone shall comply with all of the following design standards:

- A. **Where feasible**, development shall **combine** open space and pedestrian facilities **with** other developments within the same and adjoining street blocks.
- B. There shall be offsets of a minimum of ten (10) feet in the building facade facing a right-of-way, if the facade is more than fifty (50) feet in length.
- C. Earth tone colors shall be used on all exterior building surfaces.
- D. Nonreflective glass shall be used for all development. It shall be the responsibility of the applicant and/or the property owner to provide the City documentation as to the nonreflectibility of the glass.
- E. All outdoor lighting fixtures shall be screened to prevent glare from being visible from residential properties and from rights-of-way. It shall be the responsibility of

the applicant and/or the property owner to provide the documentation of how the outdoor lighting will be screened.

F. Loading bays shall not be oriented towards or visible from residential properties or adjacent rights-of-way.

G. Roof top mechanical equipment shall be screened with materials in the same architectural character of the structure.

H. Prefabricated pre-engineered metal buildings shall not be permitted. Metal building components may be incorporated as an exterior finish; provided, that the components fit the overall design concept for the structure.

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

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

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

PASSED by the City Council of Pacific this ____nd day of _____, 2016.

Leanne Guier, Mayor

AUTHENTICATED:

Amy Stevenson-Ness, CMC
City Clerk.

APPROVED AS TO FORM:
Office of the City Attorney

Carol Morris, City Attorney

PUBLISHED:
EFFECTIVE DATE:



Agenda Bill No. 16-097

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: October 11, 2016
SUBJECT: City Hall Campus Standby Generator Construction Contract

ATTACHMENTS:

Resolution No. 2016-373
Public Works Contract
Bid Tabulation

Previous Council Review Date: N/A

Summary: In 2015, the City received a \$250,000 appropriation from the State of Washington for City Hall improvements. The City has allocated the appropriated funds and some City capital project funds for the construction of the City Hall Campus Standby Generator Project. A portion of the funds have been used for the project planning and design. The balance of the funds are programmed to be used for the project construction.

The design is complete and the City solicited bids for construction from the MRSC Small Works Roster. The City received six bids on Friday September 30, 2016 (see attached bid tabulation). The engineers estimate for the project was \$190,000 - \$235,000. The lowest responsible bidder was Rotschy, Inc. at \$214,620.00.

Recommended Action: Staff recommends Council approve Resolution No. 2016-373. 373.

Motion for Consideration: "I move to" approve Resolution No. 2016-373, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ROTSCHY, INC. FOR CONSTRUCTION OF THE STANDBY GENERATOR FOR THE CITY HALL CAMPUS IN THE AMOUNT OF \$24,620.00

Budget Impact: The project will be funded by the water utility account.

Alternatives: None recommended

Placeholder Document - Still Negotiating Scope and Budget

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-373

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ROTSCHY,
INC. FOR CONSTRUCTION OF THE STANDBY GENERATOR FOR THE
CITY HALL CAMPUS IN THE AMOUNT OF \$214,620.00**

WHEREAS, in 2015 the City received a \$250,000 Washington State appropriation for City Hall Improvements; and

WHEREAS, the City has budgeted additional funds for the planning, design, and construction of a standby generator at the City Hall Campus; and

WHEREAS, the City solicited quotes from contractors through the MRSC small works roster, and received six quotes; and

WHEREAS, Rotschy, Inc. is the lowest responsible bidder;

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

Section 1. The Pacific City Council hereby authorizes the Mayor to award a Public Works Contract to the lowest and best bidder, and expend funds in the estimated amount of \$214,620.00 for the City Hall Campus Standby Generator Project.

Section 2. The Pacific City Council hereby authorizes an additional allocation of funds in the amount of \$10,000 for change orders that may be required during construction.

Section 3. This Resolution shall take effect and be in full force upon passage and signatures hereon.

Passed by the City Council at a Special Meeting thereof on the 11th day of October, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON NESS, CMC CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

CONTRACT
CITY OF PACIFIC
CITY HALL CAMPUS STANDBY GENERATOR
CONTRACT NO. CC1601

THIS AGREEMENT made and entered into this October 11, 2016, by and between the City of Pacific, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the "City," and Rotschy, Inc., hereinafter called the "Contractor."

WITNESSETH:

Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **CITY HALL CAMPUS STANDBY GENERATOR**.

1. The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on October 3, 2016, and the 2014 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, The WSDOT Standard Plans, and the City of Pacific Development Guidelines and Standard Details are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **120 working days** after the Notice to Proceed Date.

2. City Hall Campus Standby Generator ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following documents, which are attached hereto and incorporated herein by reference:

- Project Specifications
- Plans and Contract Drawings
- Selection of Retainage Option
- Payment and Performance Bonds (if not waived by City)
- Statement of Intent To Pay Prevailing Wages
- Affidavit of Wages Paid

2. **Notice to Proceed; Time of Completion.** The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed, and shall complete the work 120 working days from the notice to proceed. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. **Payment.**

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Two Hundred

Fourteen Thousand Six Hundred Twenty and 00/100ths Dollars (\$214,620.00), including applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. **THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.**

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services

rendered, Contractor shall submit a “Minimum Wage Affidavit” for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney’s fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City’s inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor’s liability under this section shall be only to the extent of the Contractor’s negligence.

It is further specifically and expressly understood that the indemnification provided under this section constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only in writing, signed by the duly authorized representatives of both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor

disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself

with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operation aggregate limit.

3. Employer's Liability insurance each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is made on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. (City must check and initial above one of the following boxes.) The City waives does not waive the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

16. Termination.

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Contractor's insolvency or bankruptcy, or the Contractor's assignment for the benefit of creditors.

B. Termination upon completion of the work. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City.

C. Rights Upon Termination.

1. Upon termination for any reason, all finished or unfinished reports or documents of the Contractor relating to this Contract shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation for any satisfactory work performed prior to the date of termination, not to exceed the total compensation in Section 3 of this Agreement (together with any approved Change Orders). Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. Termination for Cause or Default. In the event this Contract is terminated by the City for cause, Contractor shall not be entitled to receive any further amounts due under this Contract up to the termination date, until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the

Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

25. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

26. Severability. The provisions of this Contract are declared to be severable. If any provision in this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

27. Public Disclosure. Contractor understands that his bid response documents and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to be disclosed upon a request. Contractor acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of _____ Dollars (\$_____) with _____ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within King County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PACIFIC:

CONTRACTOR:

Rotschy, Inc.

Signature: _____
MAYOR, Leanne Guier

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____

CITY CONTACT:

CONTRACTOR CONTACT:

Print Name: _____

Print Name: _____

Address: 9210 NE 62nd Avenue
Vancouver, WA 98665

Phone : (360) 334-3100

Fax: _____

Contractor License #: ROTSCI*1200A

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

CITY OF PACIFIC
PUBLIC WORKS PROJECT
PERFORMANCE BOND

CITY PROJECT #: CC1601
SURETY BOND #: _____
DATE POSTED: _____
PROJECT COMPLETION DATE: 02/14/17

RE: Project Name: CITY HALL CAMPUS STANBY GENERATOR PROJECT
Owner/Developer/Contractor: Rotschy, Inc.
Project Address: 100 3rd Avenue SE, Pacific, WA 98047

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(hereinafter called the "Principal"), and _____ a corporation organized
under the laws of the State of _____, and authorized to transact surety business in the
State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of
Pacific, Washington, in the sum of _____
(\$ _____), lawful money of the United States of America, for the payment of which
sum we and each of us bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are
such that:

WHEREAS, the above named Principal has entered into a certain agreement with the
City, to perform the following public works project within the City: CITY HALL CAMPUS
STANBY GENERATOR PROJECT; and

WHEREAS, the agreement with the City requires that certain improvements be made as
part of the public works project; and that such improvements be constructed in full compliance
with City standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made
or constructed within a certain period of time, unless an extension is granted in writing by the
City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in
effect until released in writing by the City of Pacific, but only after the Principal has performed
and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description here)
The work shall consist of installing a standby generator, all electrical site work required to install the generator, and miscellaneous demolition and clean-up.
2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within 120 days which time period shall begin to run from the earlier of October 17, 2016 unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material-men and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise. The Principal shall indemnify and hold harmless the City of Pacific, its officers, officials and agents from any claim for such payment.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in Section A(3) above.
6. The Principal shall indemnify and hold harmless the City of Pacific, its officers, officials and agents from any claims relating to defect(s) in any of the workmanship entering into any part of the work or designated equipment covered by the contract between the Principal and the City. Once the work has been completed and accepted by the City, and all other conditions of this Bond have been satisfied, this Performance bond will be released and replaced with a two (2) year Maintenance Bond, not to exceed the sum of \$_____, which is not less than one hundred-fifty per cent (150%) of the total contract amount. This hold harmless and indemnification agreement shall survive the expiration of this Bond.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

- b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

- 2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.
- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this Bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the terms of the contract or to the work to be performed by the Principal or the specifications accompanying the same shall in any way affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation on this Performance Bond in a like amount.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws

of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a Maintenance Bond as described in Section A(6) of this Bond has been submitted to the City, in a form suitable to the City and until released in writing by the City.

DATED this ____ day of _____, 2016 .

**SURETY COMPANY
(Signature must be notarized)**

**DEVELOPER/OWNER
(Signature must be notarized)**

By: _____
Its _____

By: _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PACIFIC

By: _____
Its: Mayor

Date: _____

APPROVED AS TO FORM:

Carol Morris, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Commission expires: _____

(For Surety Company)
STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Commission expires: _____

CITY OF PACIFIC

MAINTENANCE/WARRANTY BOND

Project #: CC1601
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: City Hall Campus Standby Generator
Owner/Developer/Contractor: Rotschy, Inc.
Project Address: 100 3rd Avenue SE Pacific, WA 98047

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Pacific, Washington, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Pacific; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

- A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)
- B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.
- C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.
- D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four

(24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.
- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this _____ day of _____, 2016.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its _____

By: _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PACIFIC

By: _____
Leanne Guier, Mayor

Date: _____

APPROVED AS TO FORM:

Carol Morris,
City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____ (print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____ (print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

PROPOSAL
CITY OF PACIFIC
CITY HALL CAMPUS STANDBY GENERATOR
CONTRACT NO. CC1601

To: Mayor and City Council
City of Pacific, Washington

Contractor: Rotschy Inc State License No.: ROTSCI*1200A

Date: September 30th 2016
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that he has exercised his own judgment regarding the interpretation, of subsurface information and has utilized all data, which he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that he has advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 15 calendar days of September 30, 2016, he will meet with engineering personnel and begin work no earlier than October 17, 2016, and complete the construction within 120 working days of October 17, 2016, weather permitting.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities

involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

**SCHEDULE OF CONTRACT PRICES
CITY HALL CAMPUS STANDBY GENERATOR**

NOTE: If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
PREPARATION					
1	Lump Sum	STD	Mobilization, Demobilization, Site Preparation, and Cleanup \$ _____ Thirteen Thousand Dollars and No Cents (Words) (1-09)	L S Per Lump Sum	\$ <u>13,000.00</u>
OTHER ITEMS					
2	CALC	STD	Minor Change \$Five Thousand Dollars (Words) (1-04)	\$5,000.00 Per Estimate	\$5,000.00
3	Lump Sum	SP	Electrical \$ _____ Ninety Eight Thousand Dollars and No Cents (Words) (SP)	\$ Per Lump Sum	\$ <u>98,000.00</u>
4	Lump Sum	SP	Standby Power System \$ _____ Eighty Thousand Dollars and No Cents (Words) (SP)	L S Per Lump Sum	\$ <u>80,000.00</u>

Sub Total	\$ <u>196,000.00</u>
Washington State Sales Tax (9.5%)	\$ <u>18,620.00</u>
TOTAL BID:	\$ <u>214,620.00</u>

**BIDDER'S QUALIFICATION FORM
CITY OF PACIFIC
CITY HALL CAMPUS STANDBY GENERATOR
CONTRACT NO. CC1601**

1. Firm Name: Rotschy Inc
 Firm Address: 9210 NE 62nd Ave Vancouver, WA 98665

2. Telephone No. (360) 334-3100 Fax No.: (360) 334-3101

3. Washington State License No. ROTSCI*1200A Expires: 12/4/2016

4. Number of years engaged in contracting business under above name: 27

5. Particular types of construction performed by your company: Heavy Construction,
Concrete, Electrical, and Structural.

6. Gross amount of contracts now on hand: \$ 1 Hundred Million

7. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner's Name	Phone
<u>See Attachment</u>			

8. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability
Todd Nielson	Project Manager	20yrs	Yes

9. List equipment available for anticipated work:

Quantity	Item	General Description, Size, Capacity, Title	Ownership (Own, Rent, Lease)
See Attachment			

10. Bank Reference:

Name, Account Type	Address
Riverview Community Bank (Multiple Accounts)	
Po Box 872290 Vancouver, WA 98687	
Cody Ritter- 360-258-3421	

By: 
 (Authorized Signature)

Title: Drew Rotschy-Vice President

- (1) Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

**BID SECURITY
CITY OF PACIFIC
CITY HALL CAMPUS STANDBY GENERATOR
CONTRACT NO. CC1601**

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of PACIFIC in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of N/A
N/A Dollars (\$ N/A).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, Rotschy, Inc., as Principal and Great American Insurance Company as Surety, are held firmly bound unto the City of PACIFIC, Washington, as Obligee, in the penal sum of Five Percent of Total Amount Bid- (5%) Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for City Hall Campus Standby Generator Contract No. CC1601, PACIFIC, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this 30th day of September, 2016.

Rotschy, Inc.

Principal



Signature of Authorized Official

DREW ROTSCHY VICE PRESIDENT
Printed Name and Title

Great American Insurance Company

Surety



Signature of Authorized Official

By Tami Jones
Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Anchor Insurance & Surety, Inc./ Pat Dooney

1201 SW 12th Avenue, #500

Portland, OR 97205

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **ELEVEN**

No. 0 14750

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
PHILIP O. FORKER	GLORIA BRUNING	ALL OF	ALL
J. PATRICK DOONEY	RICHARD W. KOWALSKI	PORTLAND,	\$100,000,000.00
JOEL DIETZMAN	CHRISTOPHER A. REBURN	OREGON	
BRENT OLSON	KAREN A. PIERCE		
VICKI MATHER	TAMI JONES		
RAY PAIEMENT			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **24TH** day of **DECEMBER**, 2015
GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **24TH** day of **DECEMBER**, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **30th** day of **September**, 2016



My L C. B.
Assistant Secretary

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-035H EF
Revised 5/06



Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

Rotschy Inc

Name of Bidder

certifies that the Disadvantaged Business Enterprise

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Subcontractor, Manufacturer, Regular Dealer)	Description of Work	Amount to ** be Applied Towards Goal
1. N/A			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: 0 DBE Total \$ 0 ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.
 ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
 *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

7. List similar projects the firm has done in the last 5 years.

Amount	Type	Owners Name	Project Name	Phone
\$ 5,766,978.20	Treatment Plant	City of Camas-Jim Hodges	Slow Sand Filter Treatment Plant	360-817-7231
\$ 7,462,645.00	Treatment Plant	City of Toledo- Michelle Whiten	Toledo Wastewater Treatment Facility	360-864-4564
\$ 4,628,268.00	Treatment Plant	City of Olympia-Tim Richardson	McAllister Wellfield	360-753-8749
\$ 4,668,245.00	Treatment Plant	City of Kennewick- Pat Everham	Thompson Hill Zone 4 Reservoir	509-585-4413
\$ 9,683,000.00	Fish Hatchery	WA Department of Fish and Wildlife Anthony Sanich	Voights Creek Hatchery	425-622-7447



EQUIPMENT NUMBERS

UPDATED MARCH 2016

* Rotschy Inc owns all equipment

DOZERS		11-54	450 CLC JD	11-108	SK480LC KOBELCO
10-01	D8H CAT	11-55	200 CLC JD	11-109	35G JD
10-03	D8K CAT	11-56	315 CL CAT	11-110	35G JD
10-07	D8H CAT 1972	11-57	320 CL CAT	11-111	210GLC JD
10-17	ROCK RIPPER	11-58	315 CL CAT	11-112	ZX450 LC HITACHI
10-22	TD8H DRESSER	11-59	SK 300 LC KOBELCO	11-113	EC210 LC VOLVO
10-24	TD8H DRESSER W/RIPPER	11-60	200 LC JD	11-114	ZX210 H HITACHI
10-27	750C JD	11-61	225 CLC JD	11-115	DX140 LC3 DOOSAN
10-28	750C JD W/CAB	11-62	550 LC JD	11-116	120C JD
10-29	D9N CAT	11-63	SK 160 KOBELCO	11-117	ZX85-5 HITACHI
10-30	750C JD	11-64	225 CLC JD	11-118	323F CAT
10-31	D6N XL CAT	11-65	450 LC JD	11-119	ZX85-5 HITACHI
10-32	D6N XL CAT	11-66	75 HITACHI	11-120	ZX85-5 HITACHI
10-33	D4G XL CAT	11-67	307 C CAT	11-121	ZX245-5 HITACHI
10-34	D5G XL CAT	11-68	331 G BOBCAT	11-122	ZX245-5 HITACHI
10-35	850J JD	11-69	200 CLC JD	11-123	ZX135-5 HITACHI
10-36	D5G XL CAT	11-70	SK 135 SR KOBELCO	11-124	ZX135-5 HITACHI
10-37	700J JD	11-72	SK 235 SR KOBELCO	11-125	ZX245-5 HITACHI
10-38	850C JD	11-73	EC-210 VOLVO	11-126	ZX600LC HITACHI
10-39	D8R CAT	11-74	SK330 LC KOBELCO	11-127	225D LC DEERE
10-40	850J JD	11-75	307 CAT		
10-41	850J JD	11-76	SK 290-LC KOBELCO	BACKHOES	
10-42	850K JD	11-77	SK 250-LC KOBELCO	12-05	420D CAT
10-43	850J JD	11-78	EC-210 CL VOLVO	12-06	420D CAT
10-44	850J JD	11-79	E32 BOBCAT	12-07	420E CAT
10-45	850J JD	11-80	E32 BOBCAT	12-08	420D CAT
10-46	850J LGP JD	11-81	TB235R TAKEUCHI	12-09	430D CAT
10-47	D6N XL CAT	11-82	ZX450 LC HITACHI	12-11	420E CAT
10-48	D6K XL CAT	11-83	120C JD	12-12	430D CAT
10-49	D5G XL CAT	11-84	SK 330 KOBELCO	12-13	430E CAT
10-50	D65 PX KOMATSU	11-85	320C LU CAT	12-14	420E CAT
10-51	D10R CAT	11-86	EX 150 HITACHI	12-15	430E CAT
		11-87	SK 290LC KOBELCO	12-16	420E CAT
EXCAVATORS		11-88	EH80 NEW HOLLAND	12-17	430D CAT
11-05	160 CLC JD	11-89	EC 210 BLC VOLVO	12-18	420E CAT
11-15	331 BOBCAT	11-90	TB235R TAKEUCHI		
11-24	TB015 TAKEUCHI	11-91	TB235R TAKEUCHI	LOADERS	
11-27	755A LINKBELT	11-92	SK235SRLC KOBELCO	13-01	IT 28 CAT
11-32	460 LX LINKBELT	11-93	ED190 KOBELCO	13-05	853H BOBCAT
11-33	320 CLU CAT	11-94	SK80CS KOBELCO	13-06	743 BOBCAT
11-34	304 CCR CAT	11-95	337G BOBCAT	13-12	980B CAT
11-37	700 LX LINKBELT	11-96	28/28XL ABI GEO DRILL	13-18	624J JD
11-38	210 C VOLVO	11-97	SK290LC-6 KOBELCO	13-20	WA 420 KOMATSU
11-41	325 D CAT	11-98	460 LX LINKBELT	13-21	624J JD
11-45	TB 135 TAKEUCHI	11-99	ZX225 HITACHI	13-22	980G CAT
11-47	330 KOBELCO	11-100	SK210LC KOBELCO	13-23	WA 500-3 KOMATSU
11-48	270 CLC JD	11-101	TB135 TAKEUCHI	13-24	TL-150 TAKEUCHI
11-49	335 G BOBCAT	11-102	ZX350LC HITACHI	13-25	924G CAT
11-51	225 CLC JD	11-103	SK330 LC KOBELCO	13-26	544J JD
11-52	EC 160-IV VOLVO	11-104	160C LC JD	13-27	624J JD
11-53	TB 175 TAKEUCHI	11-105	450D JD	13-28	624J JD
		11-106	SK350LC KOBELCO	13-29	544 J JD
		11-107	EC140D VOLVO	13-30	930G CAT
		15-44	623F SCRAPER	13-31	928 HZ CAT

continued

COMPACTORS		15-45	D30D CAT TRUCK	13-32	928 HZ CAT
14-11	815 CAT	15-46	735 CAT TRUCK	13-33	70TMV2 KAWASAKI
14-18	STEIGER BRCT	15-47	740 CAT TRUCK	13-34	624K JD
14-19	563 CAT SD/PF	15-48	740 CAT TRUCK	13-35	624K JD
14-21	SP 60DD IR SD	15-49	623F SCRAPER	13-36	277 CAT SKID STEER
14-22	WACKER SD	15-50	730 CAT WATER TRUCK	13-37	844K JD
14-26	STEIGER (DUALLY)	15-51	300D DEERE TRUCK	13-38	624K JD
14-27	814 B CAT	15-52	740 CAT TRUCK	13-39	624K JD
14-29	HYPAC C815C	15-53	400D DEERE TRUCK	13-40	624K JD
14-31	DS 40D IR SD				
14-32	CA 262D DYP SD	GRADERS			
14-33	CS533E CAT	16-01	140G CAT 1975		
14-34	CS 563E CAT SD	16-05	140G CAT 1993		
14-35	CS 563C CAT SD	16-06	BROCE BROOM RJ300		
14-36	WACKER RD15 SD	16-07	BROCE BROOM RJ300		
14-37	SD 115D IR	16-08	BROCE BROOM RC300		
14-38	BW177DH3 BOMAG	16-09	BROCE BROOM RJ300		
14-39	CB224D CAT DOUBLE DRUM	16-12	BROCE BROOM RJ350		
14-40	CA 252 DYNAPAC	16-50	BOX SCRAPER		
14-41	CP 563 CAT PF	16-51	772D JD		
14-42	SD 70D IR SD	16-52	BROCE BROOM RC300	ATTACHMENTS/MISC.	
14-43	SD 116DX IR	16-53	772D JD	18-17	VAC MASTER
14-44	CS 563D CAT SD	16-54	ROSCO BROOM RB48	19-55	HAY MULCHER
14-45	3307P HAMM PF	16-55	JD 772D AWD GRADER	19-107	ASPHALT ZIPPER
14-46	JD 8870 TRACTOR	16-56	BROCE BROOM CR350	19-136	ASPHALT ZIPPER
14-47	CB214D CAT DD	16-57	BROCE BROOM RJ350	25-05	ASPHALT ZIPPER
14-48	CA262D DYP SD	16-58	Broce Broom RC350	19-188	ASPHALT ZIPPER
14-49	CA362D DYP SD			19-196	W1200F WIRTGEN
14-50	DYNAPAC CA362PD	TRUCKS		19-215	CAT TL1055 FORKLIFT
14-51	CAT CS56	17-05	84 KW WATER TRUCK	19-216	CAT TL1055 FORKLIFT
14-52	SD200DX IR SD	17-09	80 PETE WATER TRUCK	19-228	SNORKEL LIFT 60'
14-53	CA3500PD DYP PF	17-13	88 KW WATER TRUCK	19-235	FINN 330 HYDROSEEDER
14-54	3412 HAMM SD	17-19	FL70 WATER TRUCK		
14-55	3307 HAMM SD	17-20	VOLVO WATER TRUCK	CRANES	
14-56	CP 563E CAT PF	17-21	FORD LN8000 WATER TRUCK	33-01	LINKBELT RTC 8065 CRANE
14-57	Case STX325 Tractor	17-26	FORD LNT 9000 WTR TRK	33-02	LINKBELT 218H CRANE
14-58	Case STX325 Tractor	17-800	96 KENWORTH T800 WTR TRK	33-03	MANITOWOC 222HD CRANE
14-59	815F CAT	17-802	86 MACK WATER TRUCK		
		17-804	AUTOCAR VAC TRUCK	SCREENS/CRUSHERS	
SCRAPERS		17-805	99 PETE WATER TRUCK	30-10	MCCLOSKEY R-155
15-05	623B SCRAPER	17-808	05 KW WATER TRUCK	30-11	RT1163HD PARKER JAW
15-06	623E SCRAPER	17-809	99 STERLING WATER TRUCK	30-12	MCCLOSKEY R-155
15-14	A35D VOLVO TRUCK	17-814	04 FRTLNR WATER TRUCK	30-13	MCCLOSKEY R-155
15-20	613C WATER	17-815	05 STERLING WATER TRUCK	30-14	MCCLOSKEY R-155
15-21	D20D CAT TRUCK	17-816	01 STERLING WATER TRUCK	30-16	KOMATSU BR480 IMPACT CRUSHER
15-22	D20D CAT TRUCK	17-817	01 STERLING WATER TRUCK		
15-23	623B SCRAPER	17-822	01 KW WATER TRUCK		
15-24	D300 E CAT WATER TRUCK	17-823	09 Elgin Crosswind Sweeper		
15-25	631E SCRAPER				
15-26	631E SCRAPER	FORKLIFTS			
15-27	631E SCRAPER	19-53	GRADALL 544-4S FORKLIFT		
15-28	631E SCRAPER	19-105	IRVR90B TELESCOPIC FORKLIFT		
15-30	623B SCRAPER	19-122	IR VR1056C FORKLIFT 10,000#		
15-31	615C SCRAPER	19-144	SKYTRAK 8042 FORKLIFT		
15-32	D25 CAT TRUCK	19-154	SKYTRAK FORKLIFT 4x4 10,000#		
15-35	762B JD WATER	19-161	GRADALL 543D-9 FORKLIFT		
15-37	615 WATER	19-162	LULL 6K FORKLIFT		
15-38	613C WATER	19-182	LULL 1044C-54 FORKLIFT		
15-39	762B JD WATER	19-187	LULL 1044C-54 FORKLIFT		
15-40	D25C CAT TRUCK	19-230	GENIE S65 SNORKEL LIFT		
15-43	623F SCRAPER	19-241	JLG 600S SNORKEL LIFT		

100 3rd Avenue Southeast
Pacific, WA 98047



Bid Tabulation

Project: **City Hall Campus Standby Generator Project CC1601**

Engineers Estimate

Rotschy, Inc

9210 NE 62nd Avenue
Vancouver, WA 98665
Yes
Yes
Yes
Yes
Yes
Yes

Lake Tapps Construction Unlimi

P.O. Box 7318
Bonney Lake, WA 98391
Yes
Yes
Yes
Yes
Yes
Yes

Colvico, Inc.

2812 N Pittsburg
Spokane, WA 99207
Yes
Yes
Yes
Yes
Yes
Yes

Design Electric

P.O. Box 821616
Vancouver, WA 98682
Yes
Yes
Yes
Yes
Yes
Yes

Kolkay Electric, Inc.

P.O. Box 459
Ravensdale, WA 98051
Yes
Yes
Yes
Yes
Yes
Yes

Gary Harper Construction, Inc.

14831 223rd Street SE
Snohomish, WA 98296
Yes
Yes
Yes
Yes
Yes
Yes

Bid Proposal Sheet
Schedule of Prices
Addendum 1 Acknowledgement
SOQ
Non-Collusion Affidavit
Bid Bond

Item No.	Description	Est. Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 9,345	\$ 9,345	\$ 13,000.00	\$ 13,000.00	\$ 78,525.00	\$ 78,525.00	\$ 6,500.00	\$ 6,500.00	\$ 1,500.00	\$ 74,000.00	\$ 72,412.00	\$ 72,412.00	\$ 12,900.00	\$ 12,900.00
2	Minor Changes	1	F.A.	\$ 5,000	\$ 5,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Electrical	1	LS	\$ 106,995	\$ 106,995	\$ 98,000.00	\$ 98,000.00	\$ 60,000.00	\$ 60,000.00	\$ 141,000.00	\$ 141,000.00	\$ 2,500.00	\$ 81,000.00	\$ 96,135.00	\$ 96,135.00	\$ 127,300.00	\$ 127,300.00
4	Standby Power System	1	LS	\$ 78,225	\$ 78,225	\$ 80,000.00	\$ 80,000.00	\$ 65,000.00	\$ 65,000.00	\$ 59,500.00	\$ 59,500.00	\$ 20.00	\$ 59,000.00	\$ 59,920.00	\$ 59,920.00	\$ 88,900.00	\$ 88,900.00
Sub-Total Bid Items 1 - 4					\$ 199,565.00		\$ 196,000.00		\$ 208,525.00		\$ 212,000.00		\$ 219,000.00		\$ 233,467.00		\$ 234,100.00
SWA State Sales Tax (9.5%)					\$ 18,958.68		\$ 18,620.00		\$ 19,809.88		\$ 20,140.00		\$ 20,805.00		\$ 22,179.37		\$ 22,239.50
GRAND TOTAL \$					218,523.68	\$	214,620.00	\$	228,334.88	\$	232,140.00	\$	239,805.00	\$	255,646.37	\$	256,339.50

This is to certify that the above is an accurate and complete tabulation of bids received and opened as scheduled by the City of Pacific on September 30, 2016 at 1:00 p.m.

Respectfully submitted,
City of Pacific

James J. Morgan, P.E.

9/30/2016
Date



Agenda Bill No. 16-098

TO: Mayor Guier and City Council Members

FROM: Jim Morgan, Public Works Manager

MEETING DATE: October 11, 2016

SUBJECT: Public Hearing for revisions to the City of Pacific Water, Sewer and Stormwater Billing Code

ATTACHMENTS: Resolution 2016 – 374

Previous Council Review Date: N/A

Summary: Rate increases are needed to support the operations, maintenance and capital construction programs required by both State law and City established financial goals and objectives. If approved, the recommended rate increases would take effect on January 1, 2017.

Recommended Action: Staff recommends Council approve Resolution No. 2016-374.

Motion for Consideration: I move to approve Resolution No. 2016-374, a resolution of the City of Pacific, Washington setting the time and place for a public hearing on November 21, 2016, at approximately 6:30 pm in the City of Pacific Council Chambers to receive public testimony on rate increases for the water, stormwater and sewer utilities.

Budget Impact: The recommended utility rate increases proposed for 2107 provide a leveling effect to reduce future utility rate increase percentages.

Alternatives:

**CITY OF PACIFIC
WASHINGTON
RESOLUTION. 2016-374**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON NOVEMBER 21, 2016, AT 6:30 pm IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO RECEIVE PUBLIC TESTIMONY ON RATE INCREASES FOR THE WATER, STORMWATER AND SEWER UTILITIES.

WHEREAS, the City of Pacific Municipal Code Chapter 14.88 designates Water Billing Rates, Chapter 14.48 designates Sewer Billings rates, and Chapter 24.16 designates Stormwater Utility Rates and Charges, and;

WHEREAS, rate adjustments are periodically necessary to keep up with inflation, ensure full recovery of operating costs, fund capital improvements, preserve regulatory compliance and maintain reserve balances within the water, sewer and stormwater utility systems, and;

WHEREAS, a water, stormwater and sewer rate increase is proposed for adoption beginning January 1, 2017, as a means to reduce anticipated future water, sewer and stormwater rate increases over the five-year period (2017-2021); and

WHEREAS, a public hearing must be held prior to revision of the Pacific Municipal Code, and;

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

Section 1. That said revisions to the Pacific Municipal Code shall be presented for hearing on Monday, November 21, 2016, at 6:30 p.m. in the Council Chambers of the City of Pacific, at Pacific City Hall, Pacific, Washington, or as soon thereafter as the same may be heard, and:

Section 2. Notice of such hearing be given as approved by law.

ADOPTED BY THE CITY COUNCIL THIS 11TH DAY OF OCTOBER, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CMC, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 16-099

TO: Mayor Guier and City Council Members

FROM: Amy Stevenson-Ness, City Clerk

MEETING DATE: October 11, 2016

SUBJECT: **Professional Services Agreement with Attorney Susan Drummond**

ATTACHMENTS:

- Resolution No. 2016-375
- Professional Services Agreement

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

Association of Washington Cities, Risk Management Service Agency (AWC RMSA) has provided a new Interlocal Agreement (ILA) to the city to be approved in order to participate in the risk pool. One of the conditions of the ILA states that we have had it reviewed by an attorney.

As City Attorney Carol Morris is an advisor to AWC RMSA, she cannot review these documents for the City due to a conflict of interest.

Summary: This professional services agreement with the Law Offices of Susan Elizabeth Drummond, PLLC, is to provide a review of the ILA and Resolution to be approved to meet the requirements of the AWC RMSA.

The cost of Ms. Drummond's services is \$225/hour not to exceed \$500. In speaking with Ms. Drummond, she stated it would take approximately an hour to review, possibly less.

Recommendation/Action:

Approve the professional services agreement with the Law Offices of Susan Elizabeth Drummond

Motion for Consideration: "I move to approve Resolution No. 2016-375, authorizing the mayor to execute a professional services agreement with the Law Offices of Susan Elizabeth Drummond for legal review of an Interlocal Agreement with Association of Washington Cities Risk Management Services Agency in an amount not to exceed \$500."

Alternatives: Not have the agreement reviewed by an attorney.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 375

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LAW OFFICES OF SUSAN ELIZABETH DRUMMOND, PLLC, IN THE AMOUNT OF \$500.00 FOR THE REVIEW OF AN INTERLOCAL AGREEMENT WITH ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICES AGENCY.

WHEREAS, on January 1, 2014, the City of Pacific entered into an Interlocal Agreement with Association of Washington Cities Risk Management Services Agency (AWC RMSA) for self-insurance pooling and group purchasing of insurance coverage; and

WHEREAS, the Association Of Washington Cities Risk Management Services Agency has reviewed and updated the RMSA Bylaws and Interlocal Agreement; and

WHEREAS, City Attorney Carol Morris is an advisor to AWC RMSA, she cannot review these documents for the City due to a conflict of interest; and

WHEREAS, Ms. Morris has recommended the Law Offices of Susan Elizabeth Drummond, PLLC to review the documents prior to approval by the City Council; and

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

Section 1. The Pacific City Council hereby authorizes the Mayor to execute an Agreement with the Law Offices of Susan Elizabeth Drummond, PLLC, in the amount of \$500.00, for the review of an interlocal agreement, attached as Exhibit A.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th DAY OF OCTOBER, 2016.

CITY OF PACIFIC

LEANNE GUIER
MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CMC
CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

This Agreement For Legal Services ("Agreement") is entered into in duplicate between the City of Pacific ("City") and the Law Offices of Susan Elizabeth Drummond, PLLC ("Drummond").

1. Services. Drummond will provide legal services to the City in order to review and approve an interlocal agreement between the City and its insurance pool (AWC RMSA) as to form, in the same manner as the City Attorney. Drummond understands that these legal services must be performed on or before October 31, 2016.
2. Payment. The City will pay Drummond for requested legal services at an hourly rate of \$225. Total compensation for this matter shall not exceed \$500.
3. Expenses. The City will not be charged separately for normal clerical work, routine copy costs, electronic research, telephone, etc.
4. Billing. Drummond will send an invoice for the services rendered during the past month, with payment expected within 30 days.
5. Insurance. Drummond shall maintain the following insurance. (1) Automobile liability, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per incident. The amount of coverage may be achieved through an umbrella policy. (2) Commercial General Liability Insurance of not less than \$1,000,000 per occurrence, and \$1,000,000 general aggregate. (3) Workers Compensation coverage as required by the Industrial Insurance laws of the State of Washington. (4) Professional Liability Insurance appropriate to the Attorney's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate. At the City's request, Attorney shall furnish the City with copies of insurance policies.
6. Agreement Term. The Agreement shall commence upon execution by the duly authorized representatives of the Parties and shall remain in effect through November 30, 2016.
7. Discrimination. Drummond will not discriminate against any employee or applicant for employment or any other person in the performance of the Agreement because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.
8. Independent Contractor Relationship. Drummond is an independent contractor with respect to work provided under the Agreement. The City is not obligated to pay Drummond, or any Drummond employee, sick leave, vacation pay, overtime or other benefit applicable to City employees, nor to pay industrial insurance, social security, income tax, or other tax arising from Drummond's work for the City.
9. Jurisdiction and Venue. The Agreement shall be governed by the laws of the State of Washington. Venue shall be in King or Pierce County Superior Court.

10. Severability. If any Agreement provisions are held by a court of Washington or of the United States to be unenforceable, the validity of the remaining provisions shall not be affected, and shall be construed as if the Agreement did not contain the invalid provision.

11. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

LAW OFFICES OF SUSAN ELIZABETH DRUMMOND, PLLC

By: _____
Leanne Guier
Mayor

By: 
Susan Drummond, Managing Member

Date: _____

Attest:

Date: September 26, 2016

By: _____
Amy Stephenson Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney



Agenda Bill No. 16-100

TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, City Administrator
MEETING DATE: October 11, 2016
SUBJECT: A Resolution setting the Public Hearing for consideration of the 2016 revenue sources and to set the proposed Ad Valorem tax levies.

ATTACHMENTS:

- Resolution No. 2016-376

Previous Council Review Date: N/A

Summary: Every year the City must adopt an ordinance identifying the tax levy for the new year. At the Council Budget Retreat on October 17th the City Staff will describe the methodology used to prepare the preliminary budget revenue amounts for 2017. The keys to the estimating future revenues are: (1) conservatism, (2) prior year trends, (3) economic indicators, and (4) staff/intergovernmental source data.

Recommendation/Action: Set the public hearing to receive public testimony as required by RCW 84.55.120.

Motion for Consideration: I move to adopt Resolution No. 2016-376 setting a public hearing on October 24, 2016, at approximately 6:30 p.m. to receive public testimony regarding 2016 revenue sources and proposed Ad Valorem tax levies.

Budget Impact: N/A

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 -376

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON OCTOBER 24, 2016 AT 6:30 PM IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO TAKE PUBLIC TESTIMONY REGARDING CONSIDERATION OF THE 2017 REVENUE SOURCES AND PROPOSED AD VALOREM TAX LEVIES.

WHEREAS, RCW 84.55.120 requires the legislative body of each city and town, must hold a public hearing on revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues.

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

Section 1. Setting Monday, October 24, 2016, at 6:30 p.m. as the date and time for the City Council of the City of Pacific to take public testimony for consideration of the 2017 revenue sources and proposed Ad Valorem tax levies.

Section 2. Notice of such hearing be given as approved by law.

ADOPTED BY THE CITY COUNCIL this 11th day of October, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CMC, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 16-101

TO: Mayor Guier and City Council Members
FROM: Richard A. Gould, City Administrator
MEETING DATE: October 11, 2016
SUBJECT: A Resolution setting the date for public hearings to receive public input on the City of Pacific's final budget for 2017.

ATTACHMENTS:

- Resolution No. 2016-377

Previous Council Review Date: N/A

Summary: By RCW 35.33.061 and RCW 35A.33.057, two budget hearings must be scheduled to receive public input on the final 2017 City of Pacific budget. The dates of the hearings are November 21 and December 5, 2016, at approximately 6:30 p.m.

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

Motion for Consideration: I move to adopt Resolution No. 2016-377, setting two public hearings on November 21 and December 5, 2016 at approximately 6:30 p.m., to receive public testimony regarding the City of Pacific's final budget for 2017.

Budget Impact: Cost of publication, approximately \$220.00

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 -377

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, relating to the City's final budget for 2017, setting the time and place for public hearings and to take public testimony on the same for November 21, 2016 at 6:30 PM and December 5, 2016 at 6:30 PM in the City of Pacific Council Chambers.

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

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

Section 1. The public hearings on the City's final budget for 2017 are hereby set for Monday, November 21, 2016 at 6:30 PM and December 5, 2016 at 6:30 PM in the City of Pacific Council Chambers at the Pacific City Hall, to allow the City Council of the City of Pacific to take public testimony.

Section 2. The preliminary budget for 2017 has been filed with the City Clerk, and a copy will be furnished to any taxpayer requesting the same.

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

ADOPTED BY THE CITY COUNCIL this 11th day of October, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CMC, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: October 3, 2016
SUBJECT: City Council Proposed Preliminary Budget discussion

ATTACHMENTS:

- 2016 Proposed Preliminary Budget

Previous Council Review Date: May 14, 2016, August 29, 2016

Summary: Budget objectives and priorities were discussed at the workshop on August 29. Staff has prepared the proposed preliminary budget for council to review and provide feedback before the preliminary budget is presented to the Council on November 2nd.

Recommendation/Action:

Motion for Consideration:

Budget Impact:

Alternatives:

City of

Pacific

Washington

2017

Proposed Preliminary Budget

10/30/2016

City of Pacific
100 3rd Avenue Southeast | Pacific, WA 98047
(253) 929-1100
www.pacificwa.gov

2017 Proposed Preliminary Budget Synopsis

The proposed preliminary budget is the earliest (rough) draft of the 2017 Budget. Staff presents this budget with little input from the City Council but with oversight from the Mayor. The goal is to balance the funds, though some funds may not be balanced due to projects which include grant matching funds that are included in the fund balance brought forward or as is the case with the General Fund projects budgeted in 2016 but not fully paid for until 2017. An example of this would be the Valentine Ave Rd Project Fund (308).

The budget process includes three iterations of the budget, this proposed preliminary budget, the preliminary budget (November) and the *final* budget (December). During this process staff will be using the 2016 projected yearend financial reports to calculate the starting fund balances in 2017. The methodology used to prepare this iteration of the 2017 budget are based upon: (1) conservatism for projecting 2017 revenues, (2) prior year trends (looking at 2015 and 2016), (3) economic indicators (CPI and other related trends), and (4) staff/intergovernmental source data (such as AWC Salary Survey and projected labor contract negotiation increases along with range and step changes related to experience).

The General Fund is projected to have more expenditures than revenues in 2017 due to two factors: (1) an estimated reduction in revenues of 2% (factored into the projections for the tax revenues). This is due primarily to a possible recession beginning later in 2017 though this is still only speculation, and (2) Two significant projects; the City Center needs and assessment study and the City Hall generator project, “spilling over” into 2017. These two projects total about \$375,000 and were budgeted for 2016 completion. However these projects are now known to reach completion in 2017. The amount of the cost to be budgeted in 2017 is estimated to be \$240,000. This is an increase over initial projections of \$190,000. This accounts for the rise in expenditures exceeding revenues in 2017. However, the initial projected 2016 ending Fund balance of \$2.135M has now been revised to \$2,327M an increase of \$192K. We are still waiting for the 2017 liability insurance costs and health benefit costs for the union employees (we have used a place holder of a 5% increase). We have also accounted for a possible increase due to the uniform negotiations as the current contract (CBA) expires on June 30, 2017. We should have the benefit numbers by the time we have prepared the preliminary budget in early November.

The Roads Capital Improvement Fund (301) experiences greater activity due to the proposed Milwaukee Street upgrades (\$1M) and TIB-preservation of roads (\$482K) that will be grant driven. The Valentine Road Project Fund (308) is over expended by \$121K due to projected expenses late in 2016. The West Valley Highway Capital Improvement Fund (309) also sees greater activity due to a projected grant from the Department of Transportation (DOT) of \$825K.

The Water (401), Sewer (402) and Storm Water (409) funds show a decrease in fund balances of approximately \$110K which includes public works trust fund loan payments and significant increase in rates based upon the needs of the operating and capital funds to meet expenses. Staff has almost completed the rate study and will present these proposed and necessary increases along with the final results from the rate study at the November Budget workshop in support of the Mayor’s Preliminary Budget.

The proposed preliminary budget for 2017 shows projected revenues to be \$16.38M and expenditures at \$16.92M for a \$532K decrease in the City’s cash position. Staff will be reviewing and researching these numbers over the month of October to identify this decrease and report back to Council.

Included with this proposed preliminary budget are the year to date financial reports for 2016 (through September 30) and the 2015 budget and actual yearend numbers. Staff will be bringing the third quarter financial reports before the Council at the October 17th workshop for review and approval at the Council Meeting on the 24th.

Please review these budget reports and prepare questions for staff to answer at the Budget Workshop on October 17th.

Richard A. Gould
City Administrator

2017 FUNDS

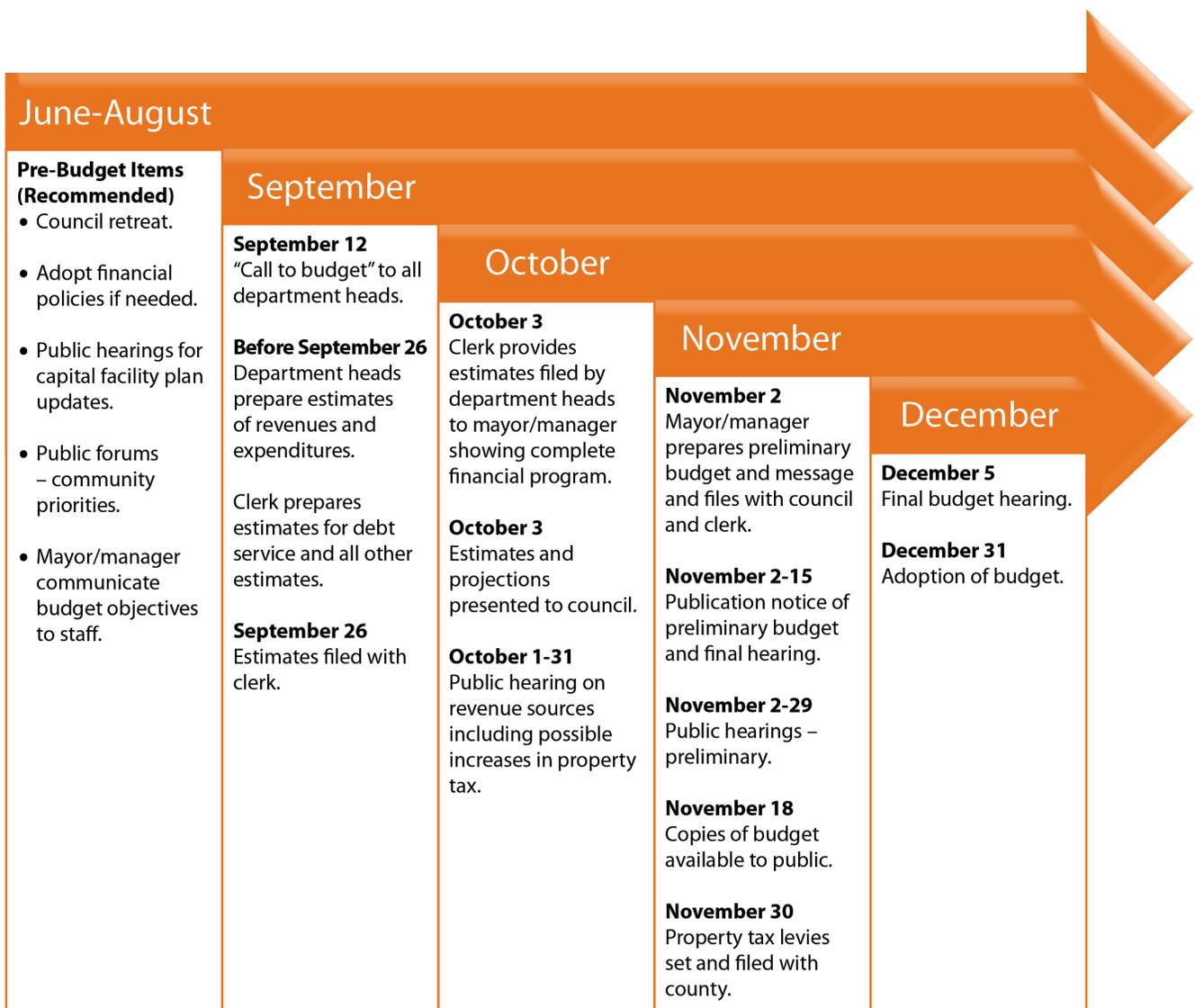
Fund		Beginning Fund Balance	Revenue	Expense	End Fund Balance	Increase/(Decrease)
001	General Fund	\$ 2,327,233.10	\$ 4,594,443.22	\$ 4,793,723.79	\$ 2,127,952.53	\$ (199,280.57)
098	General Fund Equipment Reserve	\$ 10,575.71	\$ 120,150.00	\$ 67,000.00	\$ 63,725.71	\$ 53,150.00
099	General Fund Cumulative Reserve	\$ 382,249.49	\$ 1,500.00	\$ -	\$ 383,749.49	\$ 1,500.00
101	Street Fund	\$ 461,459.29	\$ 512,800.00	\$ 602,613.75	\$ 371,645.54	\$ (89,813.75)
107	Tourism Fund	\$ 140,853.49	\$ 13,225.00	\$ 17,500.00	\$ 136,578.49	\$ (4,275.00)
300	Municipal Capital Improvements Fund	\$ 438,050.01	\$ 3,500.00	\$ -	\$ 441,550.01	\$ 3,500.00
301	Road Capital Improvements	\$ 176,657.06	\$ 1,539,790.00	\$ 1,652,900.00	\$ 63,547.06	\$ (113,110.00)
305	Parks Capital Improvement Fund	\$ 120,467.42	\$ 42,800.00	\$ 29,300.00	\$ 133,967.42	\$ 13,500.00
308	Valentine Road Project Fund	\$ 250,682.84	\$ 28,600.00	\$ 150,000.00	\$ 129,282.84	\$ (121,400.00)
309	West Valley Highway Capital Imp	\$ 549.54	\$ 870,003.00	\$ 808,670.00	\$ 61,882.54	\$ 61,333.00
310	Stewart/Thornton Ave Rd Project	\$ 36,374.94	\$ 50,050.00	\$ 77,500.00	\$ 8,924.94	\$ (27,450.00)
333	Fire Capital Improvement	\$ 56,731.00	\$ -	\$ 30,000.00	\$ 26,731.00	\$ (30,000.00)
401	Water Fund	\$ 281,310.67	\$ 1,348,755.95	\$ 1,610,142.21	\$ 19,924.41	\$ (261,386.26)
402	Sewer Fund	\$ (109,697.57)	\$ 2,498,000.00	\$ 2,334,622.28	\$ 53,680.15	\$ 163,377.72
403	Garbage Fund	\$ 286,637.33	\$ 21,000.00	\$ 20,000.00	\$ 287,637.33	\$ 1,000.00
406	Water Capital Improvement Fund	\$ 464,534.62	\$ 3,068,600.00	\$ 3,065,500.00	\$ 467,634.62	\$ 3,100.00
408	Sewer Cumulative Fund	\$ 465,732.92	\$ 128,750.00	\$ 189,000.00	\$ 405,482.92	\$ (60,250.00)
409	Stormwater Fund	\$ 744,044.43	\$ 879,505.00	\$ 900,850.19	\$ 722,699.24	\$ (21,345.19)
410	Stormwater Facility Fund	\$ 338,902.01	\$ 167,500.00	\$ 152,000.00	\$ 354,402.01	\$ 15,500.00
411	Pierce County Water Area Fund	\$ 199,763.37	\$ 50,200.00	\$ -	\$ 249,963.37	\$ 50,200.00
499	Utilities Equipment Reserve Fund	\$ 466,379.83	\$ 227,500.00	\$ 200,000.00	\$ 493,879.83	\$ 27,500.00
601	Customer Deposits Fund	\$ 5,160.00	\$ -	\$ -	\$ 5,160.00	\$ -
630	Developer Deposits Fund	\$ 69,235.78	\$ 17,900.00	\$ 18,743.25	\$ 68,392.53	\$ (843.25)
635	Pacific Court	\$ 61,294.60	\$ -	\$ -	\$ 61,294.60	\$ -
640	Algona Court Fund	\$ 16,093.13	\$ 199,870.00	\$ 196,350.00	\$ 19,613.13	\$ 3,520.00
		\$ 7,691,275.00	\$ 16,384,442.17	\$ 16,916,415.47	\$ 7,159,301.70	\$ (531,973.30)

2017 Budget Calendar for Cities and Towns

The annual budget process requirements for cities and towns are listed in [chapter 35.33 RCW](#) and for code cities in [chapter 35A.33 RCW](#).

This calendar provides the statutory deadlines for each of the budget preparation steps. Throughout [chapter 35.33 RCW](#) and [35A.33](#) the statutes read “on or before” or “at least ___ days before”, therefore pursuant to budget law, these budget steps can be taken before the dates listed on the calendar. Pre-budget items have been included as recommendation only and are not part of the budget statutory requirements.

We recommend that each city and town develop a time line that best meets their needs, assures compliance with the statutes, and provides sufficient time to prepare this vital financial plan.



A detailed explanation of the budget preparation requirements, deadlines, and procedural tips are provided on the MRSC webpage: [Budget Preparation Procedures for Cities and Towns](#).

BUDGET COMPARISON

City Of Pacific
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001 General Fund

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
TOTAL EXPENDITURES:	4,623,087.57	4,445,357.40	4,558,114.90	3,373,068.76	4,793,723.79	0.00	4,658,308.75	2,606,142.05
FUND GAIN/LOSS:	1,084,398.18	2,027,596.94	1,770,560.10	1,969,772.05	2,127,952.53	2,134,992.64	1,660,970.27	2,044,120.54

BUDGET COMPARISON

City Of Pacific
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006 Neighborhood Parks

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
542 Streets - Maintenance	0.00	0.00	0.00	0.00	18,714.36	0.00	6,238.12	0.00
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	18,714.36	0.00	6,238.12	0.00
FUND GAIN/LOSS:	0.00	0.00	0.00	0.00	-18,714.36	0.00	-6,238.12	0.00

BUDGET COMPARISON

City Of Pacific
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098 General Fund Equipment Reserve

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	41,196.00	47,532.44	41,196.00	11,979.67	10,575.71	10,575.71	30,989.24	23,362.61
340 Charges For Goods & Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360 Interest & Other Earnings	0.00	292.50	500.00	73.89	150.00	0.00	216.67	122.13
397 Interfund Transfers	140,000.00	140,000.00	120,750.00	80,500.00	120,000.00	0.00	126,916.67	73,500.00
TOTAL REVENUES:	181,196.00	187,824.94	162,446.00	92,553.56	130,725.71	10,575.71	158,122.57	96,984.74
507	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
518 Centralized Services	26,000.00	0.00	0.00	0.00	0.00	0.00	8,666.67	0.00
594 Capital Expenditures	151,500.00	175,845.27	151,050.00	147,559.13	67,000.00	0.00	123,183.33	107,801.47
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	177,500.00	175,845.27	151,050.00	147,559.13	67,000.00	0.00	131,850.00	107,801.47
FUND GAIN/LOSS:	3,696.00	11,979.67	11,396.00	-55,005.57	63,725.71	10,575.71	26,272.57	-10,816.73

BUDGET COMPARISON

City Of Pacific
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099 General Fund Cumulative Reserv

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	135,000.00	134,958.15	335,392.13	380,573.15	382,249.49	382,249.49	284,213.87	299,260.26
360 Interest & Other Earnings	615.00	615.00	600.00	1,021.19	1,500.00	0.00	905.00	545.40
397 Interfund Transfers	245,000.00	245,000.00	0.00	0.00	0.00	0.00	81,666.67	81,666.67
TOTAL REVENUES:	380,615.00	380,573.15	335,992.13	381,594.34	383,749.49	382,249.49	366,785.54	381,472.33
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 FUND GAIN/LOSS:	 380,615.00	 380,573.15	 335,992.13	 381,594.34	 383,749.49	 382,249.49	 366,785.54	 381,472.33

BUDGET COMPARISON

City Of Pacific
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101 Street

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	81,660.00	80,929.77	219,318.91	255,055.16	461,459.29	461,459.29	254,146.07	265,814.74
310 Taxes	70,000.00	170,563.97	130,000.00	128,093.55	160,000.00	0.00	120,000.00	99,552.51
320 Licenses & Permits	20,000.00	18,005.00	20,000.00	9,700.00	15,800.00	0.00	18,600.00	9,235.00
330 Intergovernmental Revenues	120,000.00	143,921.61	125,000.00	114,122.87	147,000.00	0.00	130,666.67	86,014.83
340 Charges For Goods & Services	5,000.00	0.00	1,000.00	0.00	0.00	0.00	2,000.00	0.00
360 Interest & Other Earnings	100.00	862.92	750.00	1,292.73	0.00	0.00	283.33	718.55
380 Non Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	170,000.00	170,000.00	165,000.00	110,000.08	190,000.00	0.00	175,000.00	93,333.36
398 Insurance Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	466,760.00	584,283.27	661,068.91	618,264.39	974,259.29	461,459.29	700,696.07	554,668.98
531 Storm Water Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
542 Streets - Maintenance	407,102.23	313,267.13	494,120.69	247,530.10	552,613.75	0.00	484,612.22	186,932.41
543 Streets Admin & Overhead	300.00	0.00	315.00	0.00	0.00	0.00	205.00	0.00
580 Non Expeditures	0.00	960.98	0.00	0.00	0.00	0.00	0.00	320.33
591 Debt Service - Principal Repay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
597 Interfund Transfers	15,000.00	15,000.00	15,750.00	10,500.00	50,000.00	0.00	26,916.67	8,500.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	422,402.23	329,228.11	510,185.69	258,030.10	602,613.75	0.00	511,733.89	195,752.74
FUND GAIN/LOSS:	44,357.77	255,055.16	150,883.22	360,234.29	371,645.54	461,459.29	188,962.18	358,916.25

BUDGET COMPARISON

City Of Pacific
MCAG #: 0423

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107 Tourism

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	89,000.00	93,860.51	89,000.00	110,034.61	140,853.49	140,853.49	106,284.50	114,916.20
310 Taxes	7,500.00	17,186.41	10,500.00	12,088.21	12,500.00	0.00	10,166.67	9,758.21
360 Interest & Other Earnings	200.00	458.29	525.00	1,003.28	725.00	0.00	483.33	487.19
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	96,700.00	111,505.21	100,025.00	123,126.10	154,078.49	140,853.49	116,934.50	125,161.60
557 Community Services	1,500.00	1,470.60	14,075.00	4,304.11	17,500.00	0.00	11,025.00	1,924.90
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	1,500.00	1,470.60	14,075.00	4,304.11	17,500.00	0.00	11,025.00	1,924.90
FUND GAIN/LOSS:	95,200.00	110,034.61	85,950.00	118,821.99	136,578.49	140,853.49	105,909.50	123,236.70

BUDGET COMPARISON

City Of Pacific
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206 LID 3 Redemption

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340 Charges For Goods & Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350 Fines & Penalties	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360 Interest & Other Earnings	0.00	0.00	2,000.00	0.00	0.00	0.00	666.67	0.00
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	0.00	0.00	2,000.00	0.00	0.00	0.00	666.67	0.00
514 Financial, Recording & Electio	0.00	0.00	1,536.92	0.00	0.00	0.00	512.31	0.00
515 Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591 Debt Service - Principal Repay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	0.00	0.00	1,536.92	0.00	0.00	0.00	512.31	0.00
FUND GAIN/LOSS:	0.00	0.00	463.08	0.00	0.00	0.00	154.36	0.00

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300 Municipal Capital Improvements

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	785,000.00	830,733.61	430,000.00	434,521.24	438,050.01	438,050.01	551,016.67	567,768.29
310 Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360 Interest & Other Earnings	1,700.00	3,787.63	2,000.00	2,334.41	3,500.00	0.00	2,400.00	2,040.68
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	786,700.00	834,521.24	432,000.00	436,855.65	441,550.01	438,050.01	553,416.67	569,808.97
558 Planning & Community Devel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
559 Housing & Community Develop	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591 Debt Service - Principal Repay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
597 Interfund Transfers	400,000.00	400,000.00	0.00	0.00	0.00	0.00	133,333.33	133,333.33
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	400,000.00	400,000.00	0.00	0.00	0.00	0.00	133,333.33	133,333.33
FUND GAIN/LOSS:	386,700.00	434,521.24	432,000.00	436,855.65	441,550.01	438,050.01	420,083.34	436,475.63

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301 Roads Capital Improvements

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	250,000.00	254,458.59	108,910.91	297,165.80	176,657.06	176,657.06	178,522.66	242,760.48
330 Intergovernmental Revenues	135,172.71	145,191.48	555,172.71	0.00	1,514,790.00	0.00	735,045.14	48,397.16
340 Charges For Goods & Services	0.00	0.00	0.00	1,400.00	0.00	0.00	0.00	466.67
360 Interest & Other Earnings	500.00	1,581.41	2,000.00	977.17	0.00	0.00	833.33	852.86
380 Non Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	0.00	0.00	0.00	0.00	25,000.00	0.00	8,333.33	0.00
TOTAL REVENUES:	385,672.71	401,231.48	666,083.62	299,542.97	1,716,447.06	176,657.06	922,734.46	292,477.17
594 Capital Expenditures	291,600.00	104,065.68	406,825.00	121,348.77	1,652,900.00	0.00	783,775.00	75,138.15
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	291,600.00	104,065.68	406,825.00	121,348.77	1,652,900.00	0.00	783,775.00	75,138.15
FUND GAIN/LOSS:	94,072.71	297,165.80	259,258.62	178,194.20	63,547.06	176,657.06	138,959.46	217,339.02

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305 Parks Capital Improvement

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	100,000.00	111,469.75	100,000.00	113,743.61	120,467.42	120,467.42	106,822.47	115,226.93
310 Taxes	10,500.00	0.00	14,500.00	0.00	11,500.00	0.00	12,166.67	0.00
330 Intergovernmental Revenues	0.00	0.00	175,000.00	0.00	0.00	0.00	58,333.33	0.00
340 Charges For Goods & Services	8,500.00	6,117.00	3,500.00	6,251.00	5,500.00	0.00	5,833.33	4,122.67
360 Interest & Other Earnings	650.00	473.08	1,350.00	578.78	800.00	0.00	933.33	350.62
380 Non Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	0.00	0.00	0.00	0.00	25,000.00	0.00	8,333.33	0.00
TOTAL REVENUES:	119,650.00	118,059.83	294,350.00	120,573.39	163,267.42	120,467.42	192,422.47	119,700.21
576 Park Facilities	7,572.09	6,712.08	8,299.95	3,984.47	29,000.00	0.00	14,957.35	3,565.52
580 Non Expenditures	0.00	0.00	0.00	0.00	300.00	0.00	100.00	0.00
594 Capital Expenditures	2,400.00	-2,395.86	175,000.00	160.00	0.00	0.00	59,133.33	-745.29
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	9,972.09	4,316.22	183,299.95	4,144.47	29,300.00	0.00	74,190.68	2,820.23
FUND GAIN/LOSS:	109,677.91	113,743.61	111,050.05	116,428.92	133,967.42	120,467.42	118,231.79	116,879.98

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308 Valentine Road Project

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	300,000.00	191,875.51	150,000.00	69,582.15	250,682.84	250,682.84	233,560.95	170,713.50
330 Intergovernmental Revenues	2,500,000.00	0.00	2,575,000.00	0.00	0.00	0.00	1,691,666.67	0.00
360 Interest & Other Earnings	1,500.00	1,061.91	800.00	2,325.77	3,600.00	0.00	1,966.67	1,129.23
380 Non Revenues	0.00	0.00	3,600,000.00	0.00	0.00	0.00	1,200,000.00	0.00
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	120,000.00	120,000.00	126,000.00	84,000.00	25,000.00	0.00	90,333.33	68,000.00
TOTAL REVENUES:	2,921,500.00	312,937.42	6,451,800.00	155,907.92	279,282.84	250,682.84	3,217,527.61	239,842.73
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	977,200.00	243,355.27	5,775,300.00	7,704.21	150,000.00	0.00	2,300,833.33	83,686.49
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	977,200.00	243,355.27	5,775,300.00	7,704.21	150,000.00	0.00	2,300,833.33	83,686.49
FUND GAIN/LOSS:	1,944,300.00	69,582.15	676,500.00	148,203.71	129,282.84	250,682.84	916,694.28	156,156.23

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309 West Valley

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	0.00	0.00	20,000.00	26,357.28	549.54	549.54	6,849.85	8,968.94
330 Intergovernmental Revenues	180,000.00	75,093.90	173,900.00	12,975.98	825,003.00	0.00	392,967.67	29,356.63
360 Interest & Other Earnings	0.00	191.53	300.00	62.80	0.00	0.00	100.00	84.78
397 Interfund Transfers	50,000.00	50,000.00	52,500.00	35,000.00	45,000.00	0.00	49,166.67	28,333.33

King County

330 Intergovernmental Revenues	0.00	88,662.00	0.00	0.00	0.00	0.00	0.00	29,554.00
Total King County:	0.00	88,662.00	0.00	0.00	0.00	0.00	0.00	29,554.00

TOTAL REVENUES:	230,000.00	213,947.43	246,700.00	74,396.06	870,552.54	549.54	449,084.18	96,297.68
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594 Capital Expenditures	215,000.00	187,590.15	129,500.00	86,190.64	808,670.00	0.00	384,390.00	91,260.26
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TOTAL EXPENDITURES:	215,000.00	187,590.15	129,500.00	86,190.64	808,670.00	0.00	384,390.00	91,260.26
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FUND GAIN/LOSS:	15,000.00	26,357.28	117,200.00	-11,794.58	61,882.54	549.54	64,694.18	5,037.41
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310 Stewart/Thornton Ave Rd Projec

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	590,000.00	590,859.34	150,000.00	918.47	36,374.94	36,374.94	258,791.65	209,384.25
330 Intergovernmental Revenues	1,916,500.00	1,916,404.78	250,000.00	174,943.64	0.00	0.00	722,166.67	697,116.14
360 Interest & Other Earnings	2,000.00	716.16	52,000.00	93,287.06	50,050.00	0.00	34,683.33	31,334.41
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	55,000.00	55,000.00	0.00	0.00	0.00	0.00	18,333.33	18,333.33
TOTAL REVENUES:	2,563,500.00	2,562,980.28	452,000.00	269,149.17	86,424.94	36,374.94	1,033,974.98	956,168.13
591 Debt Service - Principal Repay	77,500.00	77,458.33	0.00	0.00	77,500.00	0.00	51,666.67	25,819.44
594 Capital Expenditures	2,660,000.00	2,484,603.48	450,000.00	244,594.72	0.00	0.00	1,036,666.67	909,732.73
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	2,737,500.00	2,562,061.81	450,000.00	244,594.72	77,500.00	0.00	1,088,333.33	935,552.18
FUND GAIN/LOSS:	-174,000.00	918.47	2,000.00	24,554.45	8,924.94	36,374.94	-54,358.35	20,615.95

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333 Fire Capital Improvement

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	71,763.77	69,740.23	71,763.77	76,197.31	56,731.00	56,731.00	66,752.85	67,556.18
340 Charges For Goods & Services	10,000.00	6,129.00	10,000.00	6,324.00	0.00	0.00	6,666.67	4,151.00
360 Interest & Other Earnings	500.00	328.08	500.00	344.33	0.00	0.00	333.33	224.14
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	82,263.77	76,197.31	82,263.77	82,865.64	56,731.00	56,731.00	73,752.85	71,931.32
522 Fire Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
526 Emergency Medical Services	0.00	0.00	30,000.00	0.00	30,000.00	0.00	20,000.00	0.00
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	0.00	0.00	30,000.00	0.00	30,000.00	0.00	20,000.00	0.00
FUND GAIN/LOSS:	82,263.77	76,197.31	52,263.77	82,865.64	26,731.00	56,731.00	53,752.85	71,931.32

BUDGET COMPARISON

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401 Water

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	612,862.04	684,813.12	612,862.04	592,590.97	281,310.67	281,310.67	502,344.92	519,571.59
310 Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340 Charges For Goods & Services	1,052,350.00	1,014,708.90	1,067,678.99	756,290.10	1,316,255.95	0.00	1,145,428.31	590,333.00
350 Fines & Penalties	55,000.00	50,125.84	65,000.00	27,009.52	30,000.00	0.00	50,000.00	25,711.79
360 Interest & Other Earnings	4,500.00	3,102.32	4,500.00	4,338.83	2,500.00	0.00	3,833.33	2,480.38
380 Non Revenues	0.00	150.00	0.00	28,736.45	0.00	0.00	0.00	9,628.82
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
398 Insurance Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	1,724,712.04	1,752,900.18	1,750,041.03	1,408,965.87	1,630,066.62	281,310.67	1,701,606.56	1,147,725.57
519 General Government Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
531 Storm Water Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
534 Water Utilities	852,675.03	796,755.20	910,624.72	593,071.59	1,007,142.21	0.00	923,480.65	463,275.60
535 Sewer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
537 Garbage & Solid Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580 Non Expenditures	80.00	3,463.87	0.00	0.00	0.00	0.00	26.67	1,154.62
591 Debt Service - Principal Repay	174,500.00	173,976.05	183,225.00	346,302.56	478,000.00	0.00	278,575.00	173,426.20
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
597 Interfund Transfers	186,120.00	186,114.09	180,589.00	120,392.72	125,000.00	0.00	163,903.00	102,168.94
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	1,213,375.03	1,160,309.21	1,274,438.72	1,059,766.87	1,610,142.21	0.00	1,365,985.32	740,025.36
FUND GAIN/LOSS:	511,337.01	592,590.97	475,602.31	349,199.00	19,924.41	281,310.67	335,621.24	407,700.21

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402 Sewer

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	171,963.58	112,857.50	71,000.00	429.61	-109,697.57	-109,697.57	44,422.00	1,196.51
310 Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
320 Licenses & Permits	500.00	0.00	500.00	0.00	0.00	0.00	333.33	0.00
340 Charges For Goods & Services	2,177,500.00	1,948,560.83	2,148,849.46	1,514,079.98	2,482,500.00	0.00	2,269,616.49	1,154,213.60
350 Fines & Penalties	20,000.00	15,853.69	18,901.99	13,010.08	15,000.00	0.00	17,967.33	9,621.26
360 Interest & Other Earnings	1,000.00	729.26	2,500.00	987.26	500.00	0.00	1,333.33	572.17
380 Non Revenues	10,000.00	0.00	10,000.00	0.00	0.00	0.00	6,666.67	0.00
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	10,000.00	10,000.00	0.00	0.00	0.00	0.00	3,333.33	3,333.33
TOTAL REVENUES:	2,390,963.58	2,088,001.28	2,251,751.45	1,528,506.93	2,388,302.43	-109,697.57	2,343,672.49	1,168,936.88
514 Financial, Recording & Electio	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
519 General Government Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
535 Sewer	1,950,707.55	1,864,215.94	2,010,129.33	1,293,736.26	2,119,622.28	0.00	2,026,819.72	1,052,650.73
580 Non Expenditures	0.00	2,590.68	0.00	0.00	0.00	0.00	0.00	863.56
591 Debt Service - Principal Repay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
597 Interfund Transfers	220,765.05	220,765.05	237,942.00	158,628.08	215,000.00	0.00	224,569.02	126,464.38
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	2,171,472.60	2,087,571.67	2,248,071.33	1,452,364.34	2,334,622.28	0.00	2,251,388.74	1,179,978.67
FUND GAIN/LOSS:	219,490.98	429.61	3,680.12	76,142.59	53,680.15	-109,697.57	92,283.75	-11,041.79

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403 Garbage

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	271,780.76	274,555.70	271,780.76	275,920.01	286,637.33	286,637.33	276,732.95	279,037.68
330 Intergovernmental Revenues	14,500.00	19,852.16	14,500.00	0.00	21,000.00	0.00	16,666.67	6,617.39
340 Charges For Goods & Services	4,000.00	350.00	4,000.00	0.00	0.00	0.00	2,666.67	116.67
360 Interest & Other Earnings	1,000.00	1,252.26	1,600.00	1,228.66	0.00	0.00	866.67	826.97
380 Non Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	291,280.76	296,010.12	291,880.76	277,148.67	307,637.33	286,637.33	296,932.95	286,598.71
514 Financial, Recording & Electio	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
519 General Government Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
537 Garbage & Solid Waste	19,850.00	19,740.11	7,980.00	0.00	20,000.00	0.00	15,943.33	6,580.04
538 Combined Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580 Non Expeditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591 Debt Service - Principal Repay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	19,850.00	19,740.11	7,980.00	0.00	20,000.00	0.00	15,943.33	6,580.04
FUND GAIN/LOSS:	271,430.76	276,270.01	283,900.76	277,148.67	287,637.33	286,637.33	280,989.62	280,018.67

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406 Water Capital Improvement

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	788,349.03	732,769.00	610,000.00	1,469,505.96	464,534.62	464,534.62	620,961.22	888,936.53
330 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360 Interest & Other Earnings	52,500.00	53,902.48	50,100.00	69,648.41	68,600.00	0.00	57,066.67	41,183.63
380 Non Revenues	0.00	0.00	3,000,000.00	0.00	3,000,000.00	0.00	2,000,000.00	0.00
390 Other Financing Sources	1,883,000.00	1,048,363.41	1,883,000.00	410,761.30	0.00	0.00	1,255,333.33	486,374.90
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	2,723,849.03	1,835,034.89	5,543,100.00	1,949,915.67	3,533,134.62	464,534.62	3,933,361.22	1,416,495.06
534 Water Utilities	0.00	0.00	5,565.00	0.00	0.00	0.00	1,855.00	0.00
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591 Debt Service - Principal Repay	36,820.00	36,800.26	789,000.00	0.00	205,000.00	0.00	343,606.67	12,266.75
594 Capital Expenditures	2,884,471.10	178,728.67	3,351,994.66	1,285,612.96	2,783,000.00	0.00	3,006,488.59	488,113.88
597 Interfund Transfers	150,000.00	150,000.00	157,500.00	105,000.00	77,500.00	0.00	128,333.33	85,000.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	3,071,291.10	365,528.93	4,304,059.66	1,390,612.96	3,065,500.00	0.00	3,480,283.59	585,380.63
FUND GAIN/LOSS:	-347,442.07	1,469,505.96	1,239,040.34	559,302.71	467,634.62	464,534.62	453,077.63	831,114.43

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408 Sewer Cumulative Fund

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	525,000.00	522,334.77	525,000.00	621,982.92	465,732.92	465,732.92	505,244.31	536,683.54
340 Charges For Goods & Services	10,000.00	22,066.67	10,000.00	34,000.00	2,250.00	0.00	7,416.67	18,688.89
360 Interest & Other Earnings	1,250.00	2,581.48	3,500.00	2,183.74	1,500.00	0.00	2,083.33	1,588.41
370 Capital Contributions	7,000.00	0.00	5,000.00	0.00	25,000.00	0.00	12,333.33	0.00
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	75,000.00	75,000.00	78,750.00	52,500.00	100,000.00	0.00	84,583.33	42,500.00
TOTAL REVENUES:	618,250.00	621,982.92	622,250.00	710,666.66	594,482.92	465,732.92	611,660.97	599,460.83
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	309,250.00	0.00	434,712.50	0.00	119,000.00	0.00	287,654.17	0.00
597 Interfund Transfers	0.00	0.00	0.00	0.00	70,000.00	0.00	23,333.33	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	309,250.00	0.00	434,712.50	0.00	189,000.00	0.00	310,987.50	0.00
FUND GAIN/LOSS:	309,000.00	621,982.92	187,537.50	710,666.66	405,482.92	465,732.92	300,673.47	599,460.83

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409 Storm

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	625,000.00	608,485.70	450,000.00	821,820.04	744,044.43	744,044.43	606,348.14	724,783.39
330 Intergovernmental Revenues	756,000.00	138,196.97	50,000.00	0.00	25,000.00	0.00	277,000.00	46,065.66
340 Charges For Goods & Services	680,520.00	708,625.81	812,334.84	536,440.99	847,005.00	0.00	779,953.28	415,022.27
350 Fines & Penalties	11,000.00	4,595.76	2,925.60	7,180.97	5,000.00	0.00	6,308.53	3,925.58
360 Interest & Other Earnings	1,500.00	3,343.75	4,000.00	3,801.51	2,500.00	0.00	2,666.67	2,381.75
380 Non Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
398 Insurance Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	2,074,020.00	1,463,247.99	1,319,260.44	1,369,243.51	1,623,549.43	744,044.43	1,672,276.62	1,192,178.64
514 Financial, Recording & Electio	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
519 General Government Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
531 Storm Water Services	463,543.89	374,622.44	469,935.84	297,156.17	448,850.19	0.00	460,776.64	223,926.20
538 Combined Utilities	15,015.00	14,931.89	5,000.00	9,739.29	6,500.00	0.00	8,838.33	8,223.73
542 Streets - Maintenance	11,675.00	839.96	12,315.00	11,470.95	15,500.00	0.00	13,163.33	4,103.64
580 Non Expenditures	0.00	2,404.71	0.00	0.00	0.00	0.00	0.00	801.57
591 Debt Service - Principal Repay	10,320.00	9,813.38	6,300.00	4,906.69	0.00	0.00	5,540.00	4,906.69
594 Capital Expenditures	744,000.00	0.00	0.00	0.00	0.00	0.00	248,000.00	0.00
597 Interfund Transfers	238,815.60	238,815.57	360,377.00	240,251.44	270,000.00	0.00	289,730.87	159,689.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	1,483,369.49	641,427.95	853,927.84	563,524.54	740,850.19	0.00	1,026,049.17	401,650.83
FUND GAIN/LOSS:	590,650.51	821,820.04	465,332.60	805,718.97	882,699.24	744,044.43	646,227.45	790,527.81

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410 Stormwater Facility Fund

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	99,683.40	89,372.06	300,000.00	161,117.06	338,902.01	338,902.01	246,195.14	196,463.71
330 Intergovernmental Revenues	0.00	0.00	741,200.00	0.00	0.00	0.00	247,066.67	0.00
360 Interest & Other Earnings	500.00	525.20	1,000.00	697.08	500.00	0.00	666.67	407.43
370 Capital Contributions	7,000.00	21,250.00	10,500.00	5,400.00	7,000.00	0.00	8,166.67	8,883.33
397 Interfund Transfers	50,000.00	50,000.00	152,500.00	101,666.72	160,000.00	0.00	120,833.33	50,555.57
TOTAL REVENUES:	157,183.40	161,147.26	1,205,200.00	268,880.86	506,402.01	338,902.01	622,928.47	256,310.04
531 Storm Water Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
534 Water Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
538 Combined Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
542 Streets - Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	56,500.00	30.20	840,525.00	0.00	152,000.00	0.00	349,675.00	10.07
597 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	56,500.00	30.20	840,525.00	0.00	152,000.00	0.00	349,675.00	10.07
FUND GAIN/LOSS:	100,683.40	161,117.06	364,675.00	268,880.86	354,402.01	338,902.01	273,253.47	256,299.98

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411 Pierce County Water Area

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	163,000.00	164,317.20	163,000.00	145,016.79	199,763.37	199,763.37	175,254.46	169,699.12
340 Charges For Goods & Services	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00
360 Interest & Other Earnings	300.00	699.59	1,000.00	462.48	25,200.00	0.00	8,833.33	387.36
380 Non Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	188,300.00	165,016.79	189,000.00	145,479.27	249,963.37	199,763.37	209,087.79	170,086.48
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
597 Interfund Transfers	20,000.00	20,000.00	21,000.00	14,000.00	0.00	0.00	13,666.67	11,333.33
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	20,000.00	20,000.00	21,000.00	14,000.00	0.00	0.00	13,666.67	11,333.33
FUND GAIN/LOSS:	168,300.00	145,016.79	168,000.00	131,479.27	249,963.37	199,763.37	195,421.12	158,753.14

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499 Utilities Equipment Reserve

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	164,460.00	164,458.32	266,000.00	329,447.16	466,379.83	466,379.83	298,946.61	320,095.10
360 Interest & Other Earnings	200.00	1,209.38	200.00	1,199.64	2,500.00	0.00	966.67	803.01
397 Interfund Transfers	250,000.00	250,000.00	260,000.00	173,333.36	225,000.00	0.00	245,000.00	141,111.12
TOTAL REVENUES:	414,660.00	415,667.70	526,200.00	503,980.16	693,879.83	466,379.83	544,913.28	462,009.23
594 Capital Expenditures	125,000.00	86,220.54	225,000.00	65,460.42	200,000.00	0.00	183,333.33	50,560.32
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	125,000.00	86,220.54	225,000.00	65,460.42	200,000.00	0.00	183,333.33	50,560.32
FUND GAIN/LOSS:	289,660.00	329,447.16	301,200.00	438,519.74	493,879.83	466,379.83	361,579.94	411,448.91

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601 Customer Deposits

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	5,160.00	5,159.91	5,160.00	5,159.91	5,160.00	5,160.00	5,160.00	5,159.94
360 Interest & Other Earnings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	5,160.00	5,159.91	5,160.00	5,159.91	5,160.00	5,160.00	5,160.00	5,159.94
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 FUND GAIN/LOSS:	 5,160.00	 5,159.91	 5,160.00	 5,159.91	 5,160.00	 5,160.00	 5,160.00	 5,159.94

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630 Developer Deposit

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	56,000.00	54,370.78	56,000.00	67,955.78	69,235.78	69,235.78	60,411.93	63,854.11
380 Non Revenues	28,400.00	27,360.00	17,900.00	17,390.00	17,900.00	0.00	21,400.00	14,916.67
390 Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	84,400.00	81,730.78	73,900.00	85,345.78	87,135.78	69,235.78	81,811.93	78,770.78
580 Non Expenditures	13,840.00	13,775.00	18,743.25	19,250.00	18,743.25	0.00	17,108.83	11,008.33
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	13,840.00	13,775.00	18,743.25	19,250.00	18,743.25	0.00	17,108.83	11,008.33
FUND GAIN/LOSS:	70,560.00	67,955.78	55,156.75	66,095.78	68,392.53	69,235.78	64,703.09	67,762.45

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635 Pacific Court

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	0.00	54,948.18	0.00	58,121.39	61,294.60	61,294.60	20,431.53	58,121.39
380 Non Revenues	0.00	3,173.21	0.00	0.00	0.00	0.00	0.00	1,057.74
TOTAL REVENUES:	0.00	58,121.39	0.00	58,121.39	61,294.60	61,294.60	20,431.53	59,179.13
580 Non Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FUND GAIN/LOSS:	0.00	58,121.39	0.00	58,121.39	61,294.60	61,294.60	20,431.53	59,179.13

BUDGET COMPARISON

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640 Algona Court

Account	2015 Appropriated	2015 Actual	2016 Appropriated	2016 Actual	2017 Appropriated	2017 Actual	Average Appropriated	Average Actual
308 Beginning Balances	9,500.00	4,151.47	9,500.00	8,354.25	16,093.13	16,093.13	11,697.71	9,532.95
340 Charges For Goods & Services	0.00	753.99	0.00	3,185.13	0.00	0.00	0.00	1,313.04
350 Fines & Penalties	25.42	11,906.52	0.00	37,920.67	0.00	0.00	8.47	16,609.06
360 Interest & Other Earnings	35.35	342.94	70.00	2,501.62	70.00	0.00	58.45	948.19
380 Non Revenues	187,000.00	175,162.41	199,800.00	70,183.06	199,800.00	0.00	195,533.33	81,781.82
397 Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES:	196,560.77	192,317.33	209,370.00	122,144.73	215,963.13	16,093.13	207,297.97	110,185.06
580 Non Expenditures	189,000.00	183,963.08	196,350.00	97,560.47	196,350.00	0.00	193,900.00	93,841.18
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 Ending Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES:	189,000.00	183,963.08	196,350.00	97,560.47	196,350.00	0.00	193,900.00	93,841.18
FUND GAIN/LOSS:	7,560.77	8,354.25	13,020.00	24,584.26	19,613.13	16,093.13	13,397.97	16,343.88