



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

October 11, 2016  
Tuesday

**Regular Meeting**  
**6:30 p.m.**

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL OF COUNCIL MEMBERS**
3. **ADDITIONS TO/APPROVAL OF AGENDA**
4. **AUDIENCE COMMENT**

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

5. **REPORTS**

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

6. **OLD BUSINESS**

- (4) A. **Resolution No. 2016-373:** Authorizing the execution of a contract with Rotschy, Inc. in the amount of \$214,620.00, for the construction of the City Hall Campus Standby Generator Project.
- (43) B. **Resolution No. 2016-374:** Setting the time and place for a public hearing on November 14, 2016, at approximately 6:30 p.m. in the City Council Chambers regarding rate increases for the water, stormwater, and sewer utilities.

- (53) **C. Resolution No. 2016-375:** Authorizing the execution of an agreement with the Law Offices of Susan Elizabeth Drummond, PLLC, in an amount not to exceed \$500, for legal review of an Interlocal Agreement with Association of Washington Cities Risk Management Services Agency.
- (58) **D. Resolution No. 2016-376:** Setting a public hearing on October 24, 2016, at approximately 6:30 p.m., regarding 2016 revenue sources and proposed Ad Valorem tax levies.
- (60) **E. Resolution No. 2016-377:** Setting two public hearings on November 21 and December 5, 2016, at approximately 6:30 p.m. regarding the City of Pacific's 2017 budget.

**7. NEW BUSINESS**

(62) **8. CONSENT AGENDA**

- A.** Payroll and Voucher Approval
- B.** Minutes of the meetings of August 22, 2016 and workshop on September 6, 2016.

**9. EXECUTIVE SESSION** per RCW 42.30.110(1)(i) for potential litigation for 5 minutes.

**10. ADJOURN**

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**MEETING CALENDAR**

Finance Committee Katie Garberding, Newlun, Oliveira Meets: 2 <sup>nd</sup> Wednesday	October 12, 2016 6:30 p.m.	City Hall
Governance Committee Kerry Garberding, Kave, Storaasli Meets 1 <sup>st</sup> Tuesday	November 1, 2016 6:30 p.m.	City Hall
Human Services Committee Katie Garberding, Oliveira, Newlun Meets 4 <sup>th</sup> Tuesday	October 25, 2016 6:30 p.m.	City Hall
Park Board Meets 3 <sup>rd</sup> Tuesday	October 18, 2016 6:30 p.m.	City Hall
Planning Commission Meets 4 <sup>th</sup> Tuesday	October 25, 2016 6:00 p.m.	City Hall
Public Safety Committee Katie Garberding, Kave, Steiger Meets 3 <sup>rd</sup> Wednesday	October 19, 2016 6:30 p.m.	City Hall
Public Works Committee Kerry Garberding, Kave, Steiger Meets 1 <sup>st</sup> Wednesday	November 2, 2016 6:30 p.m.	City Hall
Technology Committee Kerry Garberding, Newlun, Oliveira Meets: 3 <sup>rd</sup> Thursday	October 20, 2016 5:00 p.m.	City Hall

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



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

## **CITY COUNCIL REPORT**

October 11, 2016

Senior Center Report

Mayor Guier and City Council:

### **Human Services Committee Meeting**

The next Human Services Committee meeting is Tuesday, October 25, 2106, at 6:30 in City Hall.

### **Holiday Bazaar**

We are now accepting vendor applications for this year's annual Holiday Bazaar to be held on November 12, 2106, from 9:00AM to 4:00PM. New this year we are asking that all vendors donate one item to be raffled off at the end of the event. For more information please contact JoAnne Futch at [jofutch@ci.pacific.wa.us](mailto:jofutch@ci.pacific.wa.us)

### **Community Bingo**

Community Bingo will be on Tuesday, October 18<sup>th</sup> at 6:00PM. This is the perfect family date night!

### **Afternoon Walks**

On Thursday our senior bus goes to our local parks for an afternoon walk. Just call the senior center to get your name on the list; the bus leaves at 1:30. Some of the parks where we walk are Auburn Environmental Park, the Federal Way West Hylebos Wetlands, Game Farm Park and Brannon Park. For more information and to sign up for our bus, please call the senior center.

### **Art Day**

Wednesday is our art day at the senior center. At 2:00 PM we have painting with water colors. We also have the Coloring Crowd on Wednesday at 10:30 and 2:00. Our seniors come for the morning coloring, stay for lunch provided by Catholic Community Services, and then stay for painting. Come join us. This is one of most popular events!

### **Tea Social**

This month the senior center is having our monthly tea social on October 26 at 2:00. Come and join your neighbors with a cup of tea.

### **Touch of Home**

Touch of Home senior program meets every Tuesday at 10:00AM. The seniors make blankets for babies and our Vets. They also make purple hats for newborns.

### **Statewide Health Insurance Benefits Advisors (SHIBA)**

With Medicare open reenrollment upon us once again, Statewide Health Insurance Benefits Advisors (S.H.I.B.A.) will be at the Senior Center this month on Tuesday, October 25<sup>th</sup>. This is a free and private consultation. Please call to make your reservation.

JAM Session is held every Wednesday in the East Room from 5:00PM to 8:00PM. Come enjoy music with your friends.



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

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**ATTACHMENTS:**  
Resolution No. 2016-373  
Public Works Contract  
Bid Tabulation

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**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.

**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 \$214,620.00."

**Budget Impact:** The project will be funded by the Capital Facilities Account.

**Alternatives:** None recommended

**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.**

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**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

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON NESS, CMC CITY CLERK

APPROVED AS TO FORM:

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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

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

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.

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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

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)

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)

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 \$321,930.00, 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

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 3<sup>rd</sup> 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
<b>PREPARATION</b>					
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>
<b>OTHER ITEMS</b>					
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>

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

The undersigned bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after notice to proceed and to complete the project within the time stipulated in the contract. By signing below, bidder acknowledges receipt of the following addenda to the bid documents:

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

1	9/28/2016		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that he/she has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

Bidder: Rotschy Inc

Address: 9210 NE 62nd Ave Vancouver, WA 98665

Phone Number: 360-334-3100

Signature of Authorized Official: 

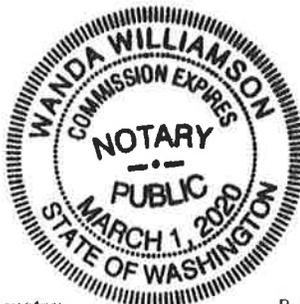
Printed Name and Title: Drew Rotschy- Vice President

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

STATE OF Washington )  
 )ss.  
COUNTY OF Clark )

I certify that I know or have satisfactory evidence that Drew Rotschy signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the Vice President (title) of Rotschy Inc (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this 30th day of September, 2016.



Wanda Williamson  
Notary Public

Wanda Williamson  
Printed Name

My Commission Expires: March 1, 2020

**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.

**SELECTION OF RETAINAGE OPTION  
CITY OF PACIFIC  
CITY HALL CAMPUS STANDBY GENERATOR  
CONTRACT NO. CC1601**

Contract/Purchase Order Number: CC1601

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor, or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Port Orchard shall not be liable in any way for any cost or fees in connection therewith.

\_\_\_\_\_  
Name of Financial Institution

\_\_\_\_\_  
Address of Financial Institution

\_\_\_\_\_  
City, State, Zip Code of Financial Institution

\_\_\_\_\_  
Escrow Account Number

  
\_\_\_\_\_  
Contractor's Signature  
Drew Rotschy- Vice President

\_\_\_\_\_  
September 30th 2016

\_\_\_\_\_  
Date

**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 ).

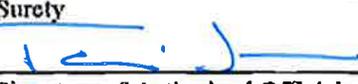
**Bid Bond:**

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 Oblige, 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 Oblige 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 Oblige 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 Oblige, or if the Principal shall, in case of failure to do so, pay and forfeit to the Oblige 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 Oblige, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Oblige 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
J. PATRICK DOONEY	RICHARD W. KOWALSKI	\$100,000,000.00
JOEL DIETZMAN	CHRISTOPHER A. REBURN	
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. BERAHA**, 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

<b>DOZERS</b>		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	<b>BACKHOES</b>	
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
<b>EXCAVATORS</b>		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	<b>LOADERS</b>	
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

<b>COMPACTORS</b>		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	<b>GRADERS</b>			
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	<b>ATTACHMENTS/MISC.</b>	
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	<b>TRUCKS</b>		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	<b>CRANES</b>	
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	<b>SCREENS/CRUSHERS</b>	
<b>SCRAPERS</b>		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	<b>FORKLIFTS</b>			
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		



## 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
<b>GRAND TOTAL \$</b>					<b>218,523.68</b>	<b>\$</b>	<b>214,620.00</b>	<b>\$</b>	<b>228,334.88</b>	<b>\$</b>	<b>232,140.00</b>	<b>\$</b>	<b>239,805.00</b>	<b>\$</b>	<b>255,646.37</b>	<b>\$</b>	<b>256,339.50</b>

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

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**ATTACHMENTS:**

- Resolution 2016 – 374
- Draft Stormwater Rate Ordinance
- Draft Water Rate Ordinance
- Draft Sewer Rate Ordinance

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**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 14, 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 14, 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 11<sup>TH</sup> 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

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON  
INCREASING STORMWATER UTILITY RATES TO BE EFFECTIVE  
JANUARY 1, 2016, AMENDING SECTION 24.16.050 OF THE PACIFIC  
MUNICIPAL CODE.**

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**WHEREAS**, The City of Pacific operates and maintains a stormwater collection and conveyance system; and

**WHEREAS**, the City of Pacific is now mandated by its Western Washington Phase II Storm Water Permit (issued by the WA Department of Ecology) to implement and demonstrate compliance with 14 Stormwater Program Elements; and

**WHEREAS**, it is necessary for the City to increase its stormwater charges to cover operation and maintenance expenses and future capital improvements; and

**WHEREAS**, a public hearing on the proposed rate increase in this Ordinance was held before City Council on November 21st, 2016;

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

Section 1. Pacific Municipal Code Section 24.16.050, is hereby amended to read as follows:

A. For all detached single-family residences and mobile homes (One Equivalent Residential Unit), the monthly Service Charge shall be \$22.99 ~~13.25~~ per month.

B. For all other developed properties, the monthly Service Charge shall be \$28.32 ~~16.32~~ per month for the first Equivalent Residential Unit per account plus the number of additional Equivalent Residential Units determined by the Utility to be contained in such parcel pursuant to Section 3 hereof multiplied by \$10.19 ~~5.87~~ for those properties with approved stormwater facilities or \$28.32 ~~16.32~~ for those properties without approved facilities.

C. Reduced Rates for Low Income Senior Citizens and/or Low Income Disabled Customers. Any full-time occupant responsible for the payment of a monthly stormwater charge shall be granted a 15 percent discount from the otherwise applicable rate if the person is at least 62 years of age, and/or is 18 years of age or older and has been awarded in writing a 50 percent or higher disability rating from any state of Washington and/or federal agency/program, and meets the low-income guidelines as determined by the U.S. Department of Housing and Urban Development (HUD) for taxable household income and has properly filled out an application as required requesting such reduction. Staff is directed to establish and implement a review/re-application process to ensure the integrity of those accounts receiving the discount.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional 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 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force January 1, 2017.**

**PASSED BY THE CITY COUNCIL OF THE CITY OF PACIFIC AT A REGULAR MEETING THEREOF ON THE 28th DAY OF NOVEMBER, 2016.**

**APPROVED:**

\_\_\_\_\_  
**LEANNE GUIER, MAYOR**

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**AMY STEVENSON-NESS, CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CAROL MORRIS, CITY ATTORNEY**

**ORDINANCE NO.: 2016-\_\_\_\_\_  
PUBLISHED: December \_\_, 2016  
EFFECTIVE DATE: January 1, 2017**

CITY OF PACIFIC, WASHINGTON  
ORDINANCE NO. 2016-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON  
INCREASING THE WATER UTILITY RATES TO BE EFFECTIVE  
JANUARY 1, 2017, AMENDING SECTION 14.88.010 OF THE  
PACIFIC MUNICIPAL CODE.

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**WHEREAS**, The City of Pacific operates and maintains a potable water production, distribution, and treatment system; and

**WHEREAS**, it is necessary for the City to increase its water charges to cover operation and maintenance expenses and future capital improvements; and

**WHEREAS**, a public hearing on the proposed rate increase in this Ordinance was held before City Council on November 21st 2016; and

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

Section 1. Pacific Municipal Code Section 14.88.010 is hereby amended to read as follows:

**14.88.010 Water Rates.**

A. The monthly rate for water supplied by meter inside the City limits shall be as follows:

<u>Inside City</u>				
Meter Size	Base Rate	Tier 1	Tier 2	Tier 3
Base (Inches)		\$3.50 <del>2.24</del>	\$4.00 <del>3.06</del>	\$4.50 <del>3.06</del>
5/8"	\$18.25 <del>12.24</del>	1 - 7	7.1 – 14	14.1 -
1"	\$36.50 <del>24.48</del>	1 - 14	14.1 – 28	28.1 -
1.5"	\$77.56 <del>52.05</del>	1 - 32	32.1 – 73	73.1 -
2"	\$120.15 <del>80.58</del>	1 - 49	49.1 - 98	98.1 -
3"	\$223.56 <del>149.94</del>	1 - 91	91.1 - 182	182.1 -
4"	\$377.93 <del>253.47</del>	1 - 154	154.1 - 308	308.1 -
6"	\$755.85 <del>506.94</del>	1 - 308	308.1 - 616	616.1 -

Multi-family units are charged a base rate for each living unit on the receiving side of the meter. Tier rates are multiplied by the number of base units charged (*i.e.*, a triplex will be charged the first tier rate for 1-21 CCF, second tier rates for 21.1-42 CCF, etc.)

B. The monthly rates for water supplied outside the City limits shall be as follows:

Outside City

Meter Size Base (Inches)	Base Rate	Tier 1	Tier 2	Tier 3
5/8"	\$20.08 <del>13.46</del>	\$3.85 <del>2.24</del> 1 - 7	\$4.40 <del>3.37</del> 7.1 - 14	\$4.95 <del>4.49</del> 14.1 -
1"	\$40.15 <del>26.93</del>	1 - 14	14.1 - 28	28.1 -
1.5"	\$85.32 <del>57.22</del>	1 - 32	32.1 - 73	73.1 -
2"	\$132.17 <del>88.68</del>	1 - 49	49.1 - 98	98.1 -
3"	\$245.92 <del>164.93</del>	1 - 91	91.1 - 182	182.1 -
4"	\$415.72 <del>278.82</del>	1 - 154	154.1 - 308	308.1 -
6"	\$831.44 <del>557.63</del>	1 - 308	308.1 - 616	616.1 -

C. The following surcharges shall continue in effect for those customers of the City formerly served by the Webstone Water District:

User Category Charge	Base Charge	Use
Residential (5/8" meter)	\$ 5.00	\$0.50
Commercial (5/8" meter)	\$ 5.00	\$0.50
Commercial (1" meter)	\$ 10.00	\$0.50
Commercial (1-1/2 meter)	\$ 25.00	\$0.50
Commercial (2" meter)	\$ 35.00	\$0.50
Commercial (3" meter)	\$ 65.00	\$0.50
Commercial (4" meter)	\$110.00	\$0.50
Commercial (6" meter)	\$220.00	\$0.50

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional 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 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force January 1, 2017.

PASSED BY THE CITY COUNCIL OF THE CITY OF PACIFIC AT A REGULAR MEETING THEREOF ON THE 28th DAY OF NOVEMBER, 2016.

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Leanne Guier, Mayor

AUTHENTICATED:

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Amy Stevenson-Ness, City Clerk.

APPROVED AS TO FORM:  
Office of the City Attorney

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Carol Morris, City Attorney

ORDINANCE NO.: 2016-\_\_\_\_\_  
PUBLISHED: December \_\_, 2016  
EFFECTIVE DATE: January 1, 2017

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON  
INCREASING THE SEWER UTILITY RATES, TO BE EFFECTIVE  
JANUARY 1, 2017, AMENDING SECTION 14.48.015 OF THE PACIFIC  
MUNICIPAL CODE.**

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**WHEREAS**, The City of Pacific operates and maintains a wastewater collection system which is conveyed to King County for treatment; and

**WHEREAS**, it is necessary for the City to increase its sewer charges to cover operation and maintenance expenses and future capital improvements; and

**WHEREAS**, a public hearing on the proposed rate increase in this Ordinance was held before City Council on November 21st, 2016; and

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

Section 1. Pacific Municipal Code Section 14.48.015, as last adopted in Section 2 of Ordinance No. 2015-19, is hereby amended to read as follows:

**14.48.015 Rates Designated**

A. Single Family Residential: Single-Family Residences, Manufactured Homes, Mobile Homes:

\$79.47 ~~63.25~~ for each residential unit (\$44.22 ~~42.03~~ Metro Charge and \$35.25 ~~21.22~~ City of Pacific charge)

B. Non-Residential and Multiple Residential Uses:

Charges will be based on water usage as determined by water meter readings with a basic unit price of \$79.47 ~~63.25~~ charged for the first 700 cubic feet of water consumption. Fractions of cubic feet over 700 cubic feet will be charged at \$11.35 ~~9.04~~ per 100 cubic feet. A minimum \$79.47 ~~63.25~~ will be charged for non-residential and multi-family residential use (duplexes, apartments, mobile home parks, etc.).

C. Reduced Rates for Low Income Senior Citizens and/or Low Income Disabled Customers. Any full-time occupant responsible for the payment of a monthly sewer charge shall be granted a 15 percent discount from the otherwise applicable rate if the person is at least 62 years of age, and/or is 18 years of age or older and has been awarded in writing a 50 percent or higher disability rating from any state of Washington and/or federal agency/program, and meets the low-income guidelines as determined by the U.S. Department of Housing and Urban Development (HUD) for taxable household income and has properly filled out an application as required requesting such reduction. Staff is directed to establish and implement a review/re-application process to ensure the integrity of those accounts receiving the discount.

**Section 2. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional 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 3. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force January 1, 2017.

PASSED BY THE CITY COUNCIL OF THE CITY OF PACIFIC AT A REGULAR MEETING THEREOF ON THE 28th DAY OF NOVEMBER, 2016.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CAROL MORRIS, CITY ATTORNEY

ORDINANCE NO.: 2016-\_\_\_\_  
PUBLISHED: December \_\_, 2016  
EFFECTIVE DATE: January 1, 2017



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.

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**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

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LEANNE GUIER  
MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CMC  
CITY CLERK

APPROVED AS TO FORM:

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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

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**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 Workshop on October 17<sup>th</sup> 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.**

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**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 11<sup>th</sup> day of October, 2016.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CMC, CITY CLERK

APPROVED AS TO FORM:

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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

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**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 11<sup>th</sup> day of October, 2016.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CMC, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY

# CITY OF PACIFIC

## AGENDA BILLS

AGENDA ITEM NO. Consent Agenda 10A MEETING DATE: October 11, 2016  
SUBJECT: Claim Voucher & Payroll Approval PREPARED BY: Richard Gould, Finance Director

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### SUMMARY:

Approval of Payroll for the period of September 16, 2016 through September 30, 2016; Claims Voucher for September 27, 2016 through October 11, 2016.

<b>PAYROLL AUTO DEPOSIT</b>		\$	74,594.94
<b>PAYROLL CHECKS:</b>	5010 - 5014	\$	5,653.07
<b>EFT'S</b>		\$	121,078.81
<b>CLAIMS CHECKS:</b>	47378 - 47442	\$	94,092.02
<b>CLAIMS CHECKS VOIDED:</b>			

**TOTAL EXPENDITURES:** \$ 295,418.84

**RECOMMENDATION:** Approval of payment for Payroll and Claims

**MOTION:** Move to approve the Consent Agenda including approval of Payroll and Claims Vouchers.

**ATTACHMENTS:** Check Registers and Payroll Expense itemization

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

09/27/2016 To: 10/11/2016

Time: 13:30:42 Date: 10/05/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6157	09/27/2016	Payroll	1	EFT	INTERNAL REVENUE SERVICE	1,687.17	941 Deposit For 09/26/2016 - 09/26/2016
6228	10/05/2016	Payroll	1	EFT		161.09	09/16/16 - 09/30/16 Payroll
6229	10/05/2016	Payroll	1	EFT		2,629.72	09/16/16 - 09/30/16 Payroll
6230	10/05/2016	Payroll	1	EFT		1,372.42	09/16/16 - 09/30/16 Payroll
6231	10/05/2016	Payroll	1	EFT		1,849.99	09/16/16 - 09/30/16 Payroll
6232	10/05/2016	Payroll	1	EFT		4,051.91	09/16/16 - 09/30/16 Payroll
6233	10/05/2016	Payroll	1	EFT		2,410.41	09/16/16 - 09/30/16 Payroll
6234	10/05/2016	Payroll	1	EFT		2,310.70	09/16/16 - 09/30/16 Payroll
6235	10/05/2016	Payroll	1	EFT		202.39	09/16/16 - 09/30/16 Payroll
6237	10/05/2016	Payroll	1	EFT		1,618.74	09/16/16 - 09/30/16 Payroll
6238	10/05/2016	Payroll	1	EFT		1,356.06	09/16/16 - 09/30/16 Payroll
6239	10/05/2016	Payroll	1	EFT		2,540.18	09/16/16 - 09/30/16 Payroll
6240	10/05/2016	Payroll	1	EFT		92.05	09/16/16 - 09/30/16 Payroll
6242	10/05/2016	Payroll	1	EFT		3,343.36	09/16/16 - 09/30/16 Payroll
6243	10/05/2016	Payroll	1	EFT		317.91	09/16/16 - 09/30/16 Payroll
6244	10/05/2016	Payroll	1	EFT		937.19	09/16/16 - 09/30/16 Payroll
6245	10/05/2016	Payroll	1	EFT		2,662.70	09/16/16 - 09/30/16 Payroll
6246	10/05/2016	Payroll	1	EFT		1,106.31	09/16/16 - 09/30/16 Payroll
6247	10/05/2016	Payroll	1	EFT		2,607.80	09/16/16 - 09/30/16 Payroll
6248	10/05/2016	Payroll	1	EFT		2,284.91	09/16/16 - 09/30/16 Payroll
6249	10/05/2016	Payroll	1	EFT		1,527.56	09/16/16 - 09/30/16 Payroll
6250	10/05/2016	Payroll	1	EFT		1,331.16	09/16/16 - 09/30/16 Payroll
6251	10/05/2016	Payroll	1	EFT		1,054.57	09/16/16 - 09/30/16 Payroll
6252	10/05/2016	Payroll	1	EFT		1,771.40	09/16/16 - 09/30/16 Payroll
6253	10/05/2016	Payroll	1	EFT		2,370.90	09/16/16 - 09/30/16 Payroll
6254	10/05/2016	Payroll	1	EFT		91.45	09/16/16 - 09/30/16 Payroll
6255	10/05/2016	Payroll	1	EFT		2,310.49	09/16/16 - 09/30/16 Payroll
6256	10/05/2016	Payroll	1	EFT		82.05	09/16/16 - 09/30/16 Payroll
6257	10/05/2016	Payroll	1	EFT		1,629.89	09/16/16 - 09/30/16 Payroll
6258	10/05/2016	Payroll	1	EFT		1,428.03	09/16/16 - 09/30/16 Payroll
6259	10/05/2016	Payroll	1	EFT		1,156.95	09/16/16 - 09/30/16 Payroll
6260	10/05/2016	Payroll	1	EFT		1,713.33	09/16/16 - 09/30/16 Payroll
6261	10/05/2016	Payroll	1	EFT		1,794.18	09/16/16 - 09/30/16 Payroll
6262	10/05/2016	Payroll	1	EFT		1,740.46	09/16/16 - 09/30/16 Payroll
6263	10/05/2016	Payroll	1	EFT		1,957.62	09/16/16 - 09/30/16 Payroll
6264	10/05/2016	Payroll	1	EFT		1,219.95	09/16/16 - 09/30/16 Payroll
6265	10/05/2016	Payroll	1	EFT		2,170.53	09/16/16 - 09/30/16 Payroll
6266	10/05/2016	Payroll	1	EFT		1,719.98	09/16/16 - 09/30/16 Payroll
6268	10/05/2016	Payroll	1	EFT		2,190.15	09/16/16 - 09/30/16 Payroll
6269	10/05/2016	Payroll	1	EFT		2,585.33	09/16/16 - 09/30/16 Payroll
6271	10/05/2016	Payroll	1	EFT		1,186.65	09/16/16 - 09/30/16 Payroll
6272	10/05/2016	Payroll	1	EFT		1,803.13	09/16/16 - 09/30/16 Payroll
6273	10/05/2016	Payroll	1	EFT		1,387.99	09/16/16 - 09/30/16 Payroll
6274	10/05/2016	Payroll	1	EFT		1,459.87	09/16/16 - 09/30/16 Payroll
6275	10/05/2016	Payroll	1	EFT		1,643.99	09/16/16 - 09/30/16 Payroll
6276	10/05/2016	Payroll	1	EFT		1,411.49	09/16/16 - 09/30/16 Payroll
6304	10/05/2016	Claims	1	EFT	NEOPOST NORTHWEST	1,000.00	Postage Purchased 10-5-2016
6307	10/11/2016	Claims	1	EFT	LOWE'S COMPANIES, INC	243.84	ACCT. #99002303875
6314	10/05/2016	Payroll	1	EFT	AFLAC	728.66	09/20/2016 To 10/05/2016 - AFLAC ACC Pre; 09/20/2016 To 10/05/2016 - AFLAC CAN Pre; 09/20/2016 To 10/05/2016 - AFLAC STD Post; 09/20/2016 To 10/05/2016 - AFLAC PSI Pre; 09/20/2016 To 10/05/2016 - AFLAC

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

09/27/2016 To: 10/11/2016

Time: 13:30:42 Date: 10/05/2016  
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6315	10/05/2016	Payroll	1	EFT	INTERNAL REVENUE SERVICE	29,095.11	941 Deposit For 10/05/2016 - 10/05/2016
6316	10/05/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	9,832.63	09/20/2016 To 10/05/2016 - LEOFF 2
6317	10/05/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	22,543.85	09/20/2016 To 10/05/2016 - PERS 2; 09/20/2016 To 10/05/2016 - PERS 3
6318	10/05/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	675.00	10/05/2016 To 10/05/2016 - DCP - DRS
6319	10/05/2016	Payroll	1	EFT	NW ADMIN TRANSFER ACCOUNT	29,476.40	09/20/2016 To 10/05/2016 - Medical- Clerical Union
6320	10/05/2016	Payroll	1	EFT	NW ADMIN TRANSFER ACCOUNT	16,343.80	09/20/2016 To 10/05/2016 - Medical - Police
6321	10/05/2016	Payroll	1	EFT	ASSOC OF WASHINGTON CITIES	9,452.35	09/20/2016 To 10/05/2016 - Medical - Directors; 09/20/2016 To 10/05/2016 - LTD
					5010	3,985.20	
6236	10/05/2016	Payroll	1		5011	1,401.72	09/16/16 - 09/30/16 Payroll
6241	10/05/2016	Payroll	1		5012	87.05	09/16/16 - 09/30/16 Payroll
6267	10/05/2016	Payroll	1		5013	92.05	09/16/16 - 09/30/16 Payroll
6270	10/05/2016	Payroll	1		5014	87.05	09/16/16 - 09/30/16 Payroll
6322	10/05/2016	Payroll	1	47378	AMERICAN LEGAL SERVICES	43.44	09/20/2016 To 10/05/2016 - Legal Fee
6323	10/05/2016	Payroll	1	47379	D.R.I.V.E.	12.00	09/20/2016 To 10/05/2016 - DRIVE
6324	10/05/2016	Payroll	1	47380	TEAMSTERS LOCAL 117	2,162.20	09/20/2016 To 10/05/2016 - Union Dues; 09/20/2016 To 10/05/2016 - Initiation Fees
6325	10/05/2016	Payroll	1	47381	WESTERN CONFERENCE OF TEAMSTERS PENSION	5,203.13	09/20/2016 To 10/05/2016 - Union Pension
6326	10/11/2016	Claims	1	47382	ADMINISTRATIVE OFFICE OF THE COURTS	280.00	COURT: PRESIDING JUDGE & ADMIN PROGRAM REGISTRATION
6327	10/11/2016	Claims	1	47383	AHBL INC	2,216.25	PW: ENGINEERING SERVIES
6328	10/11/2016	Claims	1	47384	ALGONA COURTS	5,875.03	Algona Court For September 2016
6329	10/11/2016	Claims	1	47385	ALPINE PRODUCTS INC	530.53	PW: STREET SUPPLIES
6330	10/11/2016	Claims	1	47386	ALTEP CALIFORNIA, LLC	2,261.36	ADMIN: SHERYL HOFFMAN C. CITY OF PACIFIC (CLAIM #M03.006787)
6331	10/11/2016	Claims	1	47387	ARTHUR J. GALLAGHER RISK MGMT SVCS INC	175.00	ADMIN: R. GOULD PUBLIC OFFICAL BOND
6332	10/11/2016	Claims	1	47388	AUBURN CHEVROLET INC	4,448.56	PW: DODGE REPAIRS/MAINTENANCE
6333	10/11/2016	Claims	1	47389	AUS WEST LOCKBOX	107.64	CITY HALL & POLICE: DOORS MATS
6334	10/11/2016	Claims	1	47390	BFH CONSULTING	735.00	POLICE: BACKGROUND INVESTIGATION
6335	10/11/2016	Claims	1	47391	BLUMENTHAL UNIFORMS	436.15	POLICE: H. MALAVOTTE UNIFORM; POLICE: M. BOS UNIFORM; POLICE: J. WISNIEWSKI UNIFORM

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

09/27/2016 To: 10/11/2016

Time: 13:30:42 Date: 10/05/2016

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6336	10/11/2016	Claims	1	47392	CENTURYLINK	1,224.69	
6337	10/11/2016	Claims	1	47393	CENTURYLINK	53.84	ACCT. #79489727 (253-929-1105)
6338	10/11/2016	Claims	1	47394	CENTURYLINK	328.50	ADMIN: REPAIRS/MAINTENANCE
6339	10/11/2016	Claims	1	47395	CONSOLIDATED SUPPLY CO	846.58	PW: SUPPLIES
6340	10/11/2016	Claims	1	47396	COPIERS NORTHWEST INC	1,471.35	COPY MACHINE LEASES (OCT. 2016), OVERAGES (SEPT. 2016); SENIOR: COPY MACHINE
6341	10/11/2016	Claims	1	47397	CURTIS BLUE LINE	43.80	POLICE: M. BOS SUPPLIES
6342	10/11/2016	Claims	1	47398	DAILY JOURNAL OF COMMERCE	310.20	ADMIN: CITY HALL GENERATOR AFFIDAVIT OF PUBLICATION
6343	10/11/2016	Claims	1	47399	DELL MARKETING LP	1,224.99	FINANCE: PAM'S COMPUTER
6344	10/11/2016	Claims	1	47400	ENVIRO-CLEAN EQUIPMENT, INC.	77.47	PW: SWEEPER REPAIRS
6345	10/11/2016	Claims	1	47401	EQUIPMENT UNLIMITED	244.80	PW: EMERGENCY LIGHTBAR FOR DODGE
6346	10/11/2016	Claims	1	47402	FERGUSON ENTERPRISES, INC.	2,930.74	PW: SUPPLIES
6347	10/11/2016	Claims	1	47403	FORMSOURCE INC	996.08	
6348	10/11/2016	Claims	1	47404	GRAINGER	11.38	PW: SUPPLIES
6349	10/11/2016	Claims	1	47405	H.D. FOWLER CO INC	2,503.10	PW: SUPPLIES; PW: SUPPLIES; PW: SUPPLIES; PW: SUPPLIES; PW: SUPPLIES
6350	10/11/2016	Claims	1	47406	HONEY BUCKET	567.50	PW: HONEY BUCKET RENTALS
6351	10/11/2016	Claims	1	47407	ICON MATERIALS	324.43	PW: CRUSHED ROCK FOR STOCK
6352	10/11/2016	Claims	1	47408	KING COUNTY DIRECTORS' ASSOC	147.50	
6353	10/11/2016	Claims	1	47409	LEGEND DATA SYSTEMS, INC.	32.85	POLICE: PHOTO ID CARDS
6354	10/11/2016	Claims	1	47410	LES SCHWAB TIRE CENTER	28.09	PW: DODGE REPAIRS/MAINTENANCE
6355	10/11/2016	Claims	1	47411	MCLENDON HARDWARE	261.42	PW: SUPPLIES
6356	10/11/2016	Claims	1	47412	NATIONAL SAFETY INC	73.52	PW: SUPPLIES
6357	10/11/2016	Claims	1	47413	LINDA NOBLE	157.80	COURT: INTERPRETER SERVICES
6358	10/11/2016	Claims	1	47414	NORTHSTAR CHEMICAL INC.	2,135.90	PW: SODIUM HYDROXIDE
6359	10/11/2016	Claims	1	47415	O'REILLY AUTOMOTIVE, INC.	125.15	PW: SUPPLIES
6360	10/11/2016	Claims	1	47416	CITY OF PACIFIC PETTY CASH	173.00	SENIOR: PETTY CASH 06/21/16 - 10/05/16
6361	10/11/2016	Claims	1	47417	LINDA PENNINGTON	250.00	YOUTH: RENTAL DEPOSIT REFUND
6362	10/11/2016	Claims	1	47418	PETROCARD SYSTEMS INC	2,076.69	ACCT. #: 00-0077308   INV. #C109470
6363	10/11/2016	Claims	1	47419	PRODUCTIVITY PLUS ACCOUNT	639.18	PW: BACKHOE REPAIRS
6364	10/11/2016	Claims	1	47420	PROSECUTING ATTORNEYS OFFICE	269.74	Crime Victims From Algona Court. Sept 2016; Pacific Court For September 2016
6365	10/11/2016	Claims	1	47421	PUBLIC FINANCE INC	387.00	FINANCE: LID ADMIN (2016 Q4)

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

09/27/2016 To: 10/11/2016

Time: 13:30:42 Date: 10/05/2016

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6366	10/11/2016	Claims	1	47422	PUBLIC SAFETY TESTING	125.00	POLICE: 2016 Q2 SUBSCRIPTION FEES
6367	10/11/2016	Claims	1	47423	PUGET SOUND ENERGY	10,882.25	ACCT#: 220003203878; ACCT #: 220008362075; ACCT. #300000003594
6368	10/11/2016	Claims	1	47424	Q & A POLYGRAPH SERVICES	300.00	POLICE: B. COWDREY PRE-EMPLOYMENT POLYGRAPH
6369	10/11/2016	Claims	1	47425	L STEPHEN ROCHON	3,360.00	COURT: 09/2016 JUDGE SERVICES
6370	10/11/2016	Claims	1	47426	SAM'S CLUB/GEMB	262.49	POLICE: SUPPLIES
6371	10/11/2016	Claims	1	47427	SAM'S CLUB	161.87	SENIOR: SUPPLIES
6372	10/11/2016	Claims	1	47428	SCARFF FORD	237.22	PW: FORD ESCAPE REPAIRS/MAINTENANCE
6373	10/11/2016	Claims	1	47429	SCORE	9,296.83	POLICE: JULY 2016 OUTSIDE HEALTH SERVICES; POLICE: 08/2016 INMATE LODGING
6374	10/11/2016	Claims	1	47430	SHRED-IT USA INC.	127.94	COURT/FINANCE & POLICE: SHREDDING SERVICES
6375	10/11/2016	Claims	1	47431	STAPLES BUSINESS ADVANTAGE	155.85	FINANCE: OFFICE SUPPLIES
6376	10/11/2016	Claims	1	47432	AMY BETH STEVENSON-NESS	172.49	ADMIN: MILEAGE TO WMCA FALL ACADEMY (CITY CAR IN SHOP) & REIMB. FOR USB DRIVES
6377	10/11/2016	Claims	1	47433	SUMMIT LAW GROUP	2,244.50	ADMIN: PERSONNEL & TEAMSTERS LEGAL SERVICES (08/2016)
6378	10/11/2016	Claims	1	47434	T M G SERVICES INC	94.39	PW: SUPPLIES
6379	10/11/2016	Claims	1	47435	UNIVERSAL FIELD SERVICES, INC.	1,468.33	PW: MILWAUKEE BLVD. ACQUISITION
6380	10/11/2016	Claims	1	47436	US BANK N.A. - CUSTODY TREASURY DIV.	30.00	FINANCE: JUNE 2016 CUSTODY CHARGES
6381	10/11/2016	Claims	1	47437	VALLEY COMMUNICATIONS	824.35	POLICE: SEPT. 2016 800 MHz
6382	10/11/2016	Claims	1	47438	WA ST TREASURER	17,573.51	Algona Court. Sept 2016; Pacific Court. September 2016; POLICE: FORFEITED PROPERTY 2016 Q2
6383	10/11/2016	Claims	1	47439	WASHINGTON TRAFFIC SAFETY COMMISSION	1,057.80	POLICE: REIMB. FOR DUPLICATE PAYMENT (SEATBELT EMPHASIS PATROL PD. 08/03/16 & 08/12/16)
6384	10/11/2016	Claims	1	47440	WATER MANAGEMENT LAB INC	24.00	PW: TOTAL COLIFORM
6385	10/11/2016	Claims	1	47441	WELLS FARGO FINANCIAL LEASING	218.94	PW: PLOTTER LEASE (6030128228000)
6386	10/11/2016	Claims	1	47442	XTREME GRAPHIX, INC.	1,070.68	POLICE: DECALS FOR EXPLORER

001 General Fund	180,256.89
098 General Fund Equipment Reserve	1,070.68
101 Street	14,140.56
301 Roads Capital Improvements	1,468.33
333 Fire Capital Improvement	310.20
401 Water	31,632.50

# CHECK REGISTER

City Of Pacific  
MCAG #: 0423

09/27/2016 To: 10/11/2016

Time: 13:30:42 Date: 10/05/2016  
Page: 5

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
	402 Sewer				16,216.02	
	409 Storm				15,338.27	
	499 Utilities Equipment Reserve				4,693.36	
	630 Developer Deposit				250.00	
	640 Algona Court				12,401.45	
	800 Payroll EE Benefit Clearing				13,655.38	
	* Transaction Has Mixed Revenue And Expense Accounts				<del>291,433.64</del>	Claims: 87,915.09 Payroll: 203,518.55
					295,418.84	

### Voucher Approval

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

on: \_\_\_\_\_.

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

Council Member: \_\_\_\_\_

Reviewed for Accuracy  
Finance Director: \_\_\_\_\_



## City Council Minutes

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**Regular Meeting**  
**August 22, 2016**  
**6:30 p.m.**

### **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

Present: Council Members Katie Garberding, Kerry Garberding, Newlun, Oliveira, Storaasli, Council President Kave, Mayor Pro Tem Steiger, and Mayor Guier

### **STAFF PRESENT**

City Administrator Richard Gould, Public Works Manager Jim Morgan, Public Safety Director John Calkins, Office Assistant Nicole Schunke, and City Clerk Amy Stevenson-Ness.

### **ADDITIONS TO/APPROVAL OF AGENDA**

The agenda was approved unanimously by Council.

### **PROCLAMATION**

Mayor Guier proclaimed September 2016 as National Recovery Month in the City of Pacific and presented the proclamation to Jackie Bergiano, King County Behavioral Health and Recovery Division.

Ms. Bergiano thanked the Council for the proclamation and provided information about local events to promote recovery.

### **RECOGNITION**

Director Calkins introduced Detective Dave Newton, being promoted to sergeant, and Officer Terry Carter, being promoted to detective.

Detective Newton's son pinned his sergeant badge.

Officer Carter's son pinned his detective badge.

Mayor Guier stated it was a great pleasure to promote the officers. They are very deserving of their promotions.

## **AUDIENCE COMMENT**

Speaking before Council:

**None**

## **REPORTS**

### **A. Mayor**

Mayor Guier reported:

- Commended the Police Department for an exceptional job at the Police Open House
- Fifth Monday has been moved to Fifth Tuesday, August 30 as there will be a Budget Workshop on August 29.

### **B. Finance/City Administrator**

- Total cash position for July is up to over \$9 million
- Website rebuild is progressing. Meetings have been held and we are moving forward.
- AVCaptureAll negotiations are completed and will be brought forward on September 6.
- Budget Workshop will be held on August 29 from 6-9 p.m. Will be providing an agenda on Friday.
- \$15,000 has been spent on marijuana related issues for city attorney services

### **C. Community Services**

The report was provided in the packet.

### **D. Court**

The report was provided in the packet.

### **E. Public Works Department**

Public Works Manager Jim Morgan reported:

- Three grant applications were submitted on August 19, including a commitment letter from Algona for a little over \$9,000 for the project on Pacific.

### **F. Community Development Department**

Community Development Manager Jack Dodge was not present.

### **G. Public Safety Department**

Mr. Calkins reported:

- Conditional offer of employment has been extended to an evidence custodian. They could be brought on board by end of September.
- He has extended two conditional offers for police officer positions.

- The monthly report was provided in the packet.

#### H. City Council Members

None

#### I. Boards and Committees

##### i. Finance Committee

Council Member Justin Newlun reported they met on August 10.

- **Waste Management Franchise Fees 2016 from the new contract – I** presented the committee with the breakdown of the revenues received from Waste Management in 2016. We discussed the amounts and more research that I was going to do to ensure the validity of the totals with Waste Management. Through August 2nd \$28K for Admin (Franchise) Fees in 2016 has been receipted by the City.
- **Financial Intelligence Tool (FIT) –** discussion about the financial intelligence tool ensued. The Committee had some questions about the use of this State Auditors tool and how they could make use of it. Staff will assist the Committee in having their own access to this online tool which will help to define the annual report data.
- **Valentine LID and Interlocal with Sumner Amendment –** I reviewed the history of the Interlocal agreement and the LID#6 that has been established regarding the Valentine project. There will need to be an amendment to the Interlocal agreement from 2012 to allow for the City of Pacific to manage the new LID as well as allow for Sumner to apply the remaining \$579,000 being held to be applied to the balance that Pacific owes on this project to the City of Sumner.
- **Budget Amendment 2016 –** Staff discussed the budget amendment for 2016 that will most likely come before the City Council later this year regarding staffing and other costs that were unanticipated when the budget was prepared last fall.
- **Budget 2017 Mission/Vision Statement –** The Committee discussed with staff the direction they want to take with this and used the model that the City of Sumner uses. This will be discussed at greater lengths next Monday at the Budget Retreat.

The next meeting will be on September 14 at 6:30 in the Mayor's office.

##### i. Governance Committee

Council Member Storaasli reported:

- Need to cancel or reschedule. Cancelled the September meeting due to a conflict with Council Workshop.

##### ii. Human Services Committee

Council Member Oliveira reported:

- The next meeting will be on Tuesday, August 23 at 6:30 p.m.

- The End of Summer Blast, will be on August 29 from 4-9PM. The Pokemon Walk will begin at 6:00 and Movie night in the gym at 7:30 showing Zootopia.

iii. Public Safety Committee

Council Member Kave reported:

- The meeting was cancelled
- They are scheduled to meet on September 21. Council Member Kave will not be in attendance.

iv. Public Works Committee

Council Member Steiger reported the next meeting will be held on September 7 at 6:30 p.m.

v. Technology Committee

Council Member Kerry Garberding reported the Technology Committee meeting for August 18 was cancelled. They will next meet on Thursday, September 15 at 5pm in Mayor Guier's office at City Hall.

vi. Lodging Tax Advisory Committee

No meeting scheduled at this time.

vii. Park Board

- No report

i. Planning Commission

- No report

ii. Pierce County Regional Council (PCRC)

Council Member Storaasli stated there was no meeting on July 21. Will meet on September 15

iii. Sound Cities Association (SCA)

Mayor Guier reported there was no meeting in August

iv. South County Area Transportation Board (SCATBd)

Mr. Morgan reported the focus of the meeting was discussing up and coming Sound Transit issues.

xiii. Valley Regional Fire Authority (VRFA)

Council Member Steiger reported:

- Meeting was on August 9.
- Director Eric Robertson said King County has selected VRFA to be one of agencies to use Nasal Narcan for heroin overdoses.

## **OLD BUSINESS**

**A. Resolution No. 2016-365:** Authorizing the execution of an agreement with Doolittle Construction LLC, in the amount of \$43,750 for the construction of chip seal preservation at four locations.

Mr. Morgan stated this contract is for chip seal at four locations within the city.

**COUNCIL MEMBER KAVE MOVED** to approve Resolution No. 2016-365 authorizing the execution agreement with Doolittle Construction LLC, in the amount of \$43,750 for the construction of chip seal preservation at four locations.. Seconded by Council Member Steiger.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira, Steiger, Storaasli

Nays: None

**B. Ordinance No. 2016-1935:** Assuming the rights, powers functions, and obligations of the Pacific Transportation Benefit District as allowed by RCW Chapter 36.74.

**COUNCIL MEMBER KAVE MOVED** to approve Ordinance No. 2016-1935 assuming the rights, powers functions, and obligations of the Pacific Transportation Benefit District as allowed by RCW Chapter 36.74. Seconded by Council Member Oliveira.

Roll call vote was taken resulting as follows:

Ayes: Katie Garberding, Kerry Garberding, Kave, Newlun, Oliveira Steiger, Storaasli

Nays: None

The motion carried 7-0.

### **CONSENT AGENDA**

**A.** Payroll and Voucher Approval

**B.** Minutes of the workshops of August 1, and August 15, 2016.

**C. Resolution No. 2016-366:** Waiver of park fees for the Terry Home Car Show on August 20, 2016.

**COUNCIL MEMBER KAVE MOVED** to approve the Consent Agenda. Seconded by Council Member Katie Garberding.

Voice vote was taken and carried 7-0.

### **ADJOURN**

Being no further business, Mayor Guier adjourned the meeting at 7:07 p.m.

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Amy Stevenson-Ness, CMC, City Clerk



## City Council Minutes

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**Workshop**  
**September 6, 2016**  
**Tuesday**  
**6:30 p.m.**

### **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

Present: Council Members Katie Garberding, Kerry Garberding, Oliveira, Storaasli, Council President Kave, Mayor Pro Tem Steiger, Mayor Guier

Absent Council Member Newlun

### **STAFF PRESENT**

Community Development Manager Jack Dodge, Court Administrator Kelly Rydberg, Public Works Manager Jim Morgan, City Administrator Richard Gould, Office Assistant Nicole Schunke, and City Clerk Amy Stevenson-Ness

### **ADDITIONS TO/APPROVAL OF AGENDA**

The agenda was approved unanimously by Council.

### **AGENDA ITEMS**

**A. AB 16-086: Resolution No. 2016-367:** Approval of the Administrative Sergeant Job Description.

Mr. Calkins advised creating the position of Administrative Sergeant will fill the need for the Lieutenant's duties as well as allow upward mobility in the police department.

On Council consensus, the item was moved forward to the meeting on September 12.

**B. AB 16-087: Resolution No. 2016-368:** Authorizing the surplus of a 2009 Dodge Charger and 2007 Dodge Ram pickup previously utilized by the Police Department.

Mr. Calkins advised vehicles have been taken out of service and replaced. Parking space is at a premium and the vehicles need to be surplus.

On Council consensus, the item was moved forward to the meeting on September 12.

**C. AB 16-088: Ordinance No. 2016-1936:** Amending Pacific Municipal Code Chapter 20.60 Light Industrial District related to sewage treatment facilities.

Mr. Dodge stated staff has recommended two changes to the development regulations applicable to the Light Industrial District in Chapter 20.60 of the Pacific Municipal Code. Staff is recommending that "Sewage Treatment Facilities" be removed as a "Conditional Use" in the LI zone. .

On Council consensus, the item was moved forward to the meeting on September 12.

**D. AB 16-089: Ordinance No. 2016-1934:** Amending Pacific Municipal Code Chapter 20.09 prohibiting medical marijuana cooperatives.

Mr. Dodge advised the Planning Commission recommendation is that the City adopt their recommendation to prohibit medical marijuana cooperatives in the City of Pacific.

After extensive discussion, on Council consensus, the item was moved forward to the meeting on September 12.

**E. AB 16-090: Ordinance No. 2016-1937:** Amending Pacific Municipal Code Chapter 20.54 – Office Park (OP) District related to storage and Design standards.

Mr. Dodge informed Council the Planning Commission recommendation is to revise 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.

On Council consensus, the item was moved forward to the meeting on September 12.

**F. AB 16-091: Ordinance No. 2016-1938:** Repealing Pacific Municipal Code Chapter 20.84 Sign Code and adopting a new Chapter 20.84 Sign Code.

Mr. Dodge informed Council the City Attorney and Community Development Manager worked together to modify a model sign code. Adds a significant number of new figures to illustrate the sign code requirements. The new code does the following:

- 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).

On Council consensus, the item was moved forward to the meeting on September 12.

**G. AB 16-092: Resolution No. 2016-369:** Authorizing the execution of an agreement with AV CaptureAll, LLC, in the amount of \$5,976.00, for the legislative/judicial combination of recording for on-demand streaming and archiving.

Mr. Gould advised this process has been in the works since May. The program will allow the city to record meetings and put them on the city’s website for better public access. This will also reduce the time spent pulling together records requests and creating minutes.

On Council consensus, the item was moved forward to the meeting on September 12.

**H. AB 16-093: Ordinance No. 2016-1939:** Amending the 2016 FTE schedule

Mr. Gould stated this amendment needs to be made before the Administrative Sergeant can be hired. If the job description is not approved, this item is unneeded.

On Council consensus, the item was moved forward to the meeting on September 12.

**I. AB 16-094: Resolution No. 2016-370:** Authorizing the Mayor to issue a request for proposals for a public defender services contract.

Ms. Rydberg stated the public defender contract has expired and the mayor and judge wish to issue an RFP.

On Council consensus, the item was moved forward to the meeting on September 12.

**J. AB 16-095: Resolution No. 2016-371:** Authorizing the execution of Supplement No. 2 with KPG, Inc., in the amount of 58,251.83, for construction management services for Stewart Road.

Mr. Morgan stated KPG is requesting to be reimbursed for additional labor costs for the completion of the project.

On Council consensus, the item was moved forward to the meeting on September 12.

**K. TBD Funding Source Discussion**

7:47

Mr. Morgan stated now that the Transportation Benefit District has been created, a funding mechanism needs to be decided.

After Council discussion, the funding mechanism discussion will occur at the workshop on October 17 where public comment will be accepted on that item with further discussion on October 24.

**ADJOURN**

Council President Kave adjourned the workshop at 8:05 p.m.

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Amy Stevenson-Ness, CMC, City Clerk