



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

**October 5, 2015**  
**Monday**

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

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
  - 2. ROLL CALL OF COUNCIL MEMBERS**
  - 3. ADDITIONS TO/APPROVAL OF AGENDA**
  - 4. DISCUSSION ITEMS**
- (3)     **A. AB 15-133:** Appointment of Wynette McCracken to the Planning Commission for an unexpired term ending December 31, 2017. (10 min.)  
(Mayor Guier)
- (5)     **B. AB 15-134: Resolution No. 2015-286:** Authorizing the execution of a contract with Fenix Earthworks, LLC, in the amount of \$188,825.00, for construction of the Stewart Road Multi-Purpose Trail. (10 min.)  
(Lance Newkirk)
- (34)    **C. AB 15-135: Resolution No. 2015-287:** Setting a public hearing for Monday, November 23, 2015 at 6:30 P.M. on the vacation of a portion of Skinner Road. (10 min.)  
(Lance Newkirk)
- (63)    **D. AB 15-136: Resolution No. 2015-288:** Setting a public hearing for Monday, November 23, 2015, at 6:30 P.M. on the vacation of a portion of the Stewart Road Right of Way near the intersection of Stewart and Valentine. (10 min.)  
(Lance Newkirk)
- (71)    **E. AB 15-137: Resolution No. 2015-289:** Authorizing Change Order No. 9 to the Stewart Road / Thornton Avenue Improvement Project, increasing the contract amount by \$223,761.53. (10 min.)  
(Lance Newkirk)
- (78)    **F. AB 15-138: Resolution No. 2015-290:** Setting a public hearing for Monday, October 26, 2015, at 6:30 p.m. to receive public testimony on rate increases for the water, stormwater, and sewer utilities. (10 min.)  
(Lance Newkirk)

- (81) **G. AB 15-139: Resolution No. 2015-291:** Amending the Master Fee Schedule to include the fee for Traffic Safety School in the amount of \$48, and **Discussion** regarding adding a fee for rental of the Council Chambers. (15 min.)
- (89) **H. AB 15-140: Resolution No. 2015-292:** Setting a public hearing on October 26, 2015, at approximately 6:30 p.m. to receive public testimony regarding 2016 revenue sources and proposed Ad Valorem tax levies. (Richard Gould) (5 min.)
- (91) **I. AB 15-141: Resolution No. 2015-293:** Setting two public hearings on October 26, 2015 at approximately 6:30 p.m. and November 9, 2015, at approximately 6:30 p.m., to receive public testimony regarding the City of Pacific's final budget for 2016 (Richard Gould) (5 min.)

**5. ADJOURN**

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

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

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



**TO:** City Council Members  
**FROM:** Mayor Guier  
**MEETING DATE:** October 5, 2015  
**SUBJECT:** Planning Commission Appointment

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**ATTACHMENTS:**

- Application of Wynette McCracken, Planning Commission
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**Previous Council Review Date:** N/A

**Summary:** Mayor Guier is recommending the appointment of Wynette McCracken to the Planning Commission for an unexpired term expiring December 31, 2017.

**Recommendation:** Mayor Guier recommends Ms. McCracken's appointment.

**Motion for Consideration:** I move to confirm the appointment of Ms. Wynette McCracken to the Planning Commission for an unexpired term ending December 31, 2017.

**Budget Impact:**

**Alternatives:**



CITY OF PACIFIC  
100 3<sup>RD</sup> AVE SE  
PACIFIC, WA 98047

RECEIVED  
SEP 02 2015  
City of Pacific  
FINANCE DEPARTMENT

APPLICATION FOR CITY COUNCIL VACANCY/BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

City Council   Planning Commission  Park Board  Lodging Tax Committee  
Civil Service Commission

NAME: Wynette McCracken

DATE: 8-31-15

ADDRESS: [REDACTED]  
PACIFIC, WA 98047

HOME PHONE: [REDACTED]  
WORK PHONE: [REDACTED]

CITY RESIDENT? YES  NO  HOW LONG? 30 YRS REGISTERED VOTER? YES  NO   
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

NAME AND ADDRESS OF EMPLOYER (& type of business):

Boeing Aerospace, Kent, WA

EDUCATIONAL BACKGROUND (include year of graduation and any degrees obtained):

Thomas Jefferson HS  
GRCC / UCLA - variety classes - no degree

PROFESSIONAL EXPERIENCE:

36 yrs @ Boeing Aerospace  
Currently in Finance Estimating, supporting International Programs

ORGANIZATION AFFILIATIONS:

No active orgn support.. Very active in PTA while children were growing up. Various appts - Pres, VP, Treasurer, etc

NOTE A RESUME MAY BE ATTACHED IF DESIRED - Please contact Diane Collier for references.

WHY ARE YOU SEEKING APPOINTMENT?

To get more involved with the community again.

GENERAL REMARKS:

I appreciate your consideration of my application. I am passionate about our little town, and hope to consistently increase my time + support in the upcoming years.

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK  
100 3<sup>RD</sup> AVE SE  
PACIFIC, WA 98047

Wynette McCracken  
SIGNATURE



Agenda Bill No. 15-134

**TO:** Mayor Guier and City Council Members

**FROM:** Public Works

**MEETING DATE:** October 13, 2015

**SUBJECT:** Stewart Road Multi-Purpose Trail

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**ATTACHMENTS:**

- Resolution No. 2015-286
- Proposed Contract with Fenix Earthworks, LLC for Stewart Road Multi-Purpose Trail Construction
- Bid Tabulations

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

**Summary:** The City has allocated funding for the construction of the Stewart Road Multi-Purpose Project. The design was complete and the City solicited bids for construction from the Small Works Roster. The City received seven bids. The engineers estimate for the project was \$175,000. The lowest responsible bidder was Fenix Earthworks, LLC at \$188,825.00.

**Recommended Action:** Staff recommends Council approve Resolution No. 2015-286

**Motion for Consideration:** "I move to approve Resolution 2015-286, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF A CONTRACT WITH FENIX EARTHWORKS,LLC FOR CONSTRUCTION OF THE STEWART ROAD MULTI-PURPOSE TRAIL."

**Budget Impact:** If accepted by City Council, the cost of the services is approximately \$188,825.00. The City had \$142,950 allocated to this project. A total of \$8,300 has been spent on surveying. The balance is \$134,650. The street account has additional funds for the project.

**Alternatives:** None recommended.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2015-286**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING  
EXPENDITURE OF FUNDS WITH FENIX EARTHWORKS, LLC FOR THE  
CONSTRUCTION OF STEWART ROAD MULTI-PURPOSE TRAIL PROJECT**

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**WHEREAS**, the City has budgeted funds for the construction of a multi-purpose trail on the northerly side of Stewart Road; and

**WHEREAS**, the City solicited quotes from five small works contractors, received requests from sixteen additional contracts to participate, and received seven quotes; and

**WHEREAS**, Fenix Earthworks, LLC 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 \$188,825.00 for the Stewart Road Multi-Purpose Trail 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 Regular Meeting Thereof On The 13th Day Of October, 2015.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**PROPOSAL**  
**CITY OF PACIFIC**  
**STEWART ROAD MULTI-PURPOSE TRAIL PROJECT**  
**CONTRACT NO. PR0901**

To: Mayor and City Council  
City of Pacific, Washington

Contractor: Fenix Earthworks LLC State License No.: FENIXEL854M9

Date: 09-30-2015  
Month/Day/Year

003-483-087

*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 14 calendar days of October 13, 2015, he will meet with engineering personnel and begin work no earlier than October 19, 2015, and complete the construction within 25 working days of October 19, 2015.

*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  
STEWAR ROAD MULTI-PURPOSE TRAIL PROJECT**

**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 \$ <u>FIFTEEN THOUSAND DOLLARS</u> (Words) (1-09) Per Lump Sum	L.S.	\$ <u>15,000.00</u>
2.	Lump Sum	STD	Clearing and Grubbing \$ <u>ONE THOUSAND FIVE HUNDRED DOLLARS</u> (Words) (2-01) Per Lump Sum	L.S.	\$ <u>1,500.00</u>
3.	Lump Sum	STD	Remove Structures and Obstructions \$ <u>THREE THOUSAND NINE HUNDRED FIFTY DOLLARS</u> (Words) (2-02) Per Lump Sum	L.S.	\$ <u>3,950.00</u>
<b>GRADING</b>					
4.	300 CY	STD	Roadway Excavation Incl. Haul \$ <u>TWENTY THREE DOLLARS &amp; 50/100</u> (Words) (2-03) Per Cubic Yard	\$ <u>23.50</u>	\$ <u>7,050.00</u>
5.	200 Tons	STD	Choker Course (WSDOT 9-03.12(4)) \$ <u>FORTY DOLLARS</u> (Words) (7-01) Per Ton	\$ <u>40.00</u>	\$ <u>8,000.00</u>
6.	475 Tons	STD	Permeable Ballast (WSDOT 9-03.9(2)) \$ <u>THIRTY EIGHT DOLLARS</u> (Words) (4-04) Per Ton	\$ <u>38.00</u>	\$ <u>18,050.00</u>
<b>HOT MIX ASPHALT</b>					
7.	225 Tons	SP	Pervious Asphalt Pavement \$ <u>ONE HUNDRED TWENTY NINE DOLLARS</u> (Words) (5-06) Per Ton	\$ <u>129.00</u>	\$ <u>29,025.00</u>
<b>EROSION CONTROL AND PLANTING</b>					
8.	75 CY	STD	Topsoil Type A \$ <u>FIFTY DOLLARS</u> (Words) (8-02) Per Cubic Yard	\$ <u>50.00</u>	\$ <u>3,750.00</u>
9.	Lump Sum	STD	Erosion/Water Pollution Control \$ <u>ONE THOUSAND FIVE HUNDRED DOLLARS</u> (Words) (8-01) Per Estimate	L.S.	\$ <u>1,500.00</u>
10.	4,500 SF	STD	Seed, Fertilize, Mulch \$ <u>THIRTY FIVE CENTS</u> (Words) (8-01) Per Square Foot	\$ <u>.35</u>	\$ <u>1,575.00</u>

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
<b>EROSION CONTROL AND PLANTING (continued)</b>					
11.	Lump Sum	STD	Landscaping \$ <u>TEN THOUSAND FIVE HUNDRED DOLLARS</u> (Words) (8-02) Per Lump Sum	L.S.	\$ <u>10,500.00</u>
<b>TRAFFIC</b>					
12.	Lump Sum	STD	Project Temporary Traffic Control \$ <u>THREE THOUSAND FIVE HUNDRED DOLLARS</u> (Words) (1-10) Per Lump Sum	L.S.	\$ <u>3,500.00</u>
13.	20 SF	STD	Detectable Warning Surface \$ <u>FORTY DOLLARS</u> (Words) (8-14) Per Square Foot	\$ <u>40.00</u>	\$ <u>800.00</u>
14.	Lump Sum	STD	Permanent Signing \$ <u>TWO THOUSAND DOLLARS</u> (Words) (8-21) Per Lump Sum	L.S.	\$ <u>2,000.00</u>
<b>OTHER ITEMS</b>					
15.	CALC	STD	Minor Change \$ <u>Two Thousand Five Hundred Dollars</u> (Words) (1-04) Per Estimate	\$2,500.00	\$2,500.00
16.	Lump Sum	SP	Roadway Surveying \$ <u>THREE THOUSAND FIVE HUNDRED DOLLARS</u> (Words) (1-05) Per Lump Sum	L.S.	\$ <u>3,500.00</u>
17.	Lump Sum	STD	SPCC Plan \$ <u>FIVE HUNDRED DOLLARS</u> (Words) (1-07) Per Lump Sum	L.S.	\$ <u>500.00</u>
18.	4 EA	SP	Adjust Utility \$ <u>SEVEN HUNDRED FIFTY DOLLARS</u> (Words) (7-05) Per Each	\$ <u>750.00</u>	\$ <u>3,000.00</u>
19.	1 EA	STD	Moving Existing Hydrant \$ <u>TWO THOUSAND FIVE HUNDRED DOLLARS</u> (Words) (7-14) Per Each	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
20.	140 LF	SP	Irrigation Sleeve, 3" PVC \$ <u>TEN DOLLARS</u> (Words) (8-03) Per Linear Foot	\$ <u>10.00</u>	\$ <u>1,400.00</u>
21.	375 LF	SP	Chain Link Fence, Type 4 \$ <u>THIRTY FIVE DOLLARS</u> (Words) (8-12) Per Linear Foot	\$ <u>35.00</u>	\$ <u>13,125.00</u>
22.	1450 SY	SP	Filter Fabric \$ <u>TWO DOLLARS &amp; 50/100</u> (Words) (8-15) Per Square Yard	\$ <u>2.50</u>	\$ <u>3,625.00</u>
23.	1,625 SF	STD	Gravity Block Wall \$ <u>TWENTY SIX DOLLARS</u> (Words) (8-24) Per Square Foot	\$ <u>26.00</u>	\$ <u>42,250.00</u>

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
24.	1 LS	SP	Concrete Barrier		
			<u>\$ FIVE THOUSAND FIVE HUNDRED DOLLARS</u>	<u>\$ 5,500.00</u>	<u>\$ 5,500.00</u>
			(Words) (8-26) Per Lump Sum		
25.	7 EA	SP	Bollards		
			<u>\$ SIX HUNDRED SEVENTY FIVE DOLLARS</u>	<u>\$ 675.00</u>	<u>\$ 4,725.00</u>
			(Words) (8-27) Per Each		

**TOTAL BID:** \$ 188,825.00

**SALES TAX**

In accordance with Section 1-07.2(1) State Sales Tax: Work performed on City, County, or Federally-owned land, **the Contractor shall include Washington State retail sales taxes in the various unit bid prices** or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

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

STEWART ROAD MULTI-PURPOSE TRAIL PROJECT  
CONTRACT NO. PR0901

<u>1</u>	<u>9-29-15</u>		
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: Fenix Earthworks, LLC

Address: 21207 127th AVE E Graham, Wa 98338

Phone Number: 360-893-9103

Signature of Authorized Official: Adams

Printed Name and Title: Catherine Adams, member

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 Pierce )

I certify that I know or have satisfactory evidence that Catherine Adams signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the member (title) of Fenix Earthworks LLC (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 29 day of September, 20 15.



Kelly Caldwell  
Notary Public  
Kelly Caldwell  
Printed Name

My Commission Expires: Oct 11, 2015

**BIDDER'S QUALIFICATION FORM  
CITY OF PACIFIC  
STEWART ROAD MULTI-PURPOSE TRAIL PROJECT  
CONTRACT NO. PR0901**

1. Firm Name: Fenix Earthworks LLC  
 Firm Address: 21207 127<sup>th</sup> Ave E  
Graham, wa 98338

2. Telephone No. (360) 893-9103 Fax No.: (360) 893-2093

3. Washington State License No. FENIXEL854M9 Expires: 07-29-2017

4. Number of years engaged in contracting business under above name: Less than 1

5. Particular types of construction performed by your company: Excavation and underground utilities

6. Gross amount of contracts now on hand: \$ 0

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
\$19,341.40	Storm	PS Business Parks	Kent Inspector 253 261 5048
\$378,442.05	water-storm-sewer	Town of Wilkeson	Inspector 360 261 3732
\$131,481.00	New Construction	EM Precision	253 740 0794

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

Name	Title	Years of Construction Experience	Availability
Gordon Juhl	Superintendent	22	onsite
Bryan Ropp	foreman	25	onsite

9. List equipment available for anticipated work:

Quantity	Item	General Description, Size, Capacity, Title	Ownership (Own, Rent, Lease)
1	John Deere 310	Backhoe	own
1	John Deere 50	Excavator	own
1	Hitachi 120	Excavator	own
1	International	Dump Truck	own

10. Bank Reference:

Name, Account Type	Address
Key Bank - checking	Oeting Branch

By: Adams  
(Authorized Signature)

Title: owner/member

- (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  
STEWART ROAD MULTI-PURPOSE TRAIL PROJECT  
CONTRACT NO. PR0901**

Contract/Purchase Order Number: \_\_\_\_\_

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

Adams  
Contractor's Signature

9-30-15  
Date

**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 272-335H EF  
Revised 5/05

**BID SECURITY  
CITY OF PACIFIC  
STEWART ROAD MULTI-PURPOSE TRAIL PROJECT  
CONTRACT NO. PR0901**

**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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**Bid Bond:**

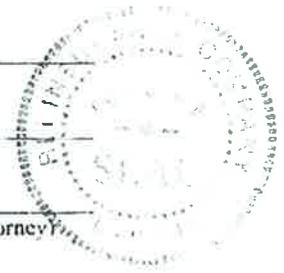
KNOW ALL MEN BY THESE PRESENTS: That we, FENIX EARTHWORKS LLC, as Principal and RLI INSURANCE COMPANY, as Surety, are held firmly bound unto the City of PACIFIC, Washington, as Oblige, in the penal sum of Five Percent (5%) of the Amount Bid Dollars, for the payment of which the Principal and the Surety 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 CONTRACT NO. PR0901, 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 28th day of SEPTEMBER, 2015.

FENIX EARTHWORKS LLC  
Principal  
  
Signature of Authorized Official  
LINDA ADAMS, MEMBER  
Printed Name and Title

RLI INSURANCE COMPANY  
Surety  
  
Signature of Authorized Official  
By CHRISTINA L. BOZELL  
Attorney-in-Fact (Attach Power of Attorney)



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

RLI INSURANCE COMPANY  
P.O. Box 3967 Peoria, IL 61612  
Pollock Insurance Inc. 654 S. 152nd St Seattle, WA 98148

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.



RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: (309)692-1000 Fax: (309)683-1610

# POWER OF ATTORNEY

## RLI Insurance Company

Bond No. LSM0628882

**Know All Men by These Presents:**

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Christina L. Bozell in the City of Seattle, State of Washington, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Fenix Earthworks, LLC  
 Obligee: City of Pacific  
 Bond Amount: 5% of Total Amount Bid

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 28th day of September, 2015.

ATTEST:

Cherie L. Montgomery  
 Cherie L. Montgomery Assistant Secretary



RLI Insurance Company  
B. W. Davis  
 Barton W. Davis Vice President

On this 28th day of September, 2015 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public



**CONTRACT  
CITY OF PACIFIC  
STEWART ROAD MULTI-PURPOSE TRAIL PROJECT  
CONTRACT NO. PR0901**

THIS AGREEMENT made and entered into this thirteenth day October, 2015, 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 Fenix Earthworks, LLC, hereinafter called the “Contractor.”

**WITNESSETH:**

That the Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **STEWART ROAD MULTI-PURPOSE TRAIL PROJECT**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor’s Bid Proposal dated September 30, 2015, attached hereto and incorporated herein by this reference as if set forth in full.

The Contract Documents, duly identified, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on September 30, 2015, and the 2015 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 **20 working days** after the Notice to Proceed Date.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT specification, for each and every working day said work is not complete beyond the time shown in the Proposal.

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

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

One Hundred Eighty Eight Thousand, Eight Hundred Twenty Five Dollars (\$188,825.00) 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**

By: \_\_\_\_\_  
Leanne Guier  
Mayor

**CONTRACTOR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

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

CITY OF PACIFIC  
PUBLIC WORKS PROJECT  
PERFORMANCE BOND

CITY PROJECT #: PR0901  
SURETY BOND #: \_\_\_\_\_  
DATE POSTED: \_\_\_\_\_  
PROJECT COMPLETION DATE: \_\_\_\_\_

RE: Project Name: Stewart Road Multi-Purpose Trail  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

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

WHEREAS, the above named Principal has entered into a certain agreement with the  
City, to perform the following public works project within the City: \_\_\_\_\_  
\_\_\_\_\_ ; and

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

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

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

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description here)

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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 \_\_\_\_\_ which time period shall begin to run from the earlier of \_\_\_\_\_ 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 \$ 283,237.50, 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 \_\_\_\_\_, 2015.

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 #: PR0901  
Surety Bond #: \_\_\_\_\_  
Date Posted: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

RE: Project Name: Stewart Road Multi-Purpose Trail Project  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

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 \_\_\_\_\_, 2015.

**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: \_\_\_\_\_

100 3rd Avenue Southeast  
Pacific, WA 98047



## Bid Tabulation

Project: West Valley Highway Water Main Extension

Engineers Estimate

**Fenix Earthworks, LLC**

**RW Scott Construction CO**

**Harlow Construction CO, Inc.**

**Puget Paving & Construction**

**NW Construction GC, Inc.**

**Hoffman Construction**

**Tucci & Sons, Inc.**

21207 127th Avenue E  
Graham, WA 98338

4005 West Valley Hwy, Suite A  
Auburn, WA 98001

3123 106th Street South  
Lakewood, WA 98499

10817 26th Avenue S  
Lakewood, WA 98499

22317 NE 72nd Avenue  
Battleground, WA 98604

P.O. Box 845  
Enumclaw, WA 98022

4224 Waller Rd E  
Tacoma, WA 98443

Bid Proposal Sheet N/A  
Schedule of Prices N/A  
Addendum 1 Acknowledgement N/A  
SOQ  
Retainage Selection Yes  
Non-Collusion Affidavit N/A  
Bid Bond N/A

Yes  
Yes  
Yes  
Yes  
Yes  
Yes  
Yes

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	Unit Price	Amount
1	Mobilization	1	LS	\$ 12,000	\$ 12,000	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$26,890.00	\$26,890.00	\$24,904.00	\$24,904.00	\$ 21,800.00	\$21,800.00	\$20,000.00	\$20,000.00
2	Clearing and Grubbing	1	LS	\$ 1,000	\$ 1,000	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$7,415.06	\$7,415.06	\$ 16,400.00	\$16,400.00	\$3,500.00	\$3,500.00
3	Remove Structure and Obstructions	1	LS	\$ 500	\$ 500	\$ 3,950.00	\$ 3,950.00	\$ 2,500.00	\$2,500.00	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$ 7,700.00	\$7,700.00	\$5,000.00	\$5,000.00
4	Roadway Excavation, Incl Haul	300	CY	\$ 20	\$ 6,000	\$ 23.50	\$ 7,050.00	\$ 34.00	\$10,200.00	\$20.00	\$6,000.00	\$50.00	\$15,000.00	\$27.50	\$8,250.00	\$ 30.00	\$9,000.00	\$60.00	\$18,000.00
5	Choker Course (WSDOT 9-03.12(4))	200	TN	\$ 25	\$ 5,000	\$ 40.00	\$ 8,000.00	\$ 32.00	\$6,400.00	\$37.00	\$7,400.00	\$40.00	\$8,000.00	\$48.74	\$9,748.00	\$ 35.00	\$7,000.00	\$60.00	\$12,000.00
6	Permeable Ballast (WSDOT 9-03.9(2))	475	TN	\$ 25	\$ 11,875	\$ 38.00	\$ 18,050.00	\$ 34.00	\$16,150.00	\$32.00	\$15,200.00	\$35.00	\$16,625.00	\$34.90	\$16,577.50	\$ 35.00	\$16,625.00	\$40.00	\$19,000.00
7	Pervious Pavement, 2.5-inches	225	TN	\$ 110	\$ 24,750	\$ 129.00	\$ 29,025.00	\$ 140.00	\$31,500.00	\$150.00	\$33,750.00	\$119.00	\$26,775.00	\$166.00	\$37,350.00	\$ 161.00	\$36,225.00	\$125.00	\$28,125.00
8	Type A Topsoil	75	CY	\$ 50	\$ 3,750	\$ 50.00	\$ 3,750.00	\$ 60.00	\$4,500.00	\$35.00	\$2,625.00	\$95.00	\$7,125.00	\$75.75	\$5,681.25	\$ 60.00	\$4,500.00	\$75.00	\$5,625.00
9	Water Pollution/Erosion Control	1	LS	\$ 2,000	\$ 2,000	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$2,000.00	\$4,700.00	\$4,700.00	\$1,000.00	\$1,000.00	\$7,481.00	\$7,481.00	\$ 12,500.00	\$12,500.00	\$1,500.00	\$1,500.00
10	Seed Fertilize and Mulch	4,500	SF	\$ 0.50	\$ 2,250	\$ 0.35	\$ 1,575.00	\$ 0.45	\$2,025.00	\$1.00	\$4,500.00	\$0.50	\$2,250.00	\$0.21	\$945.00	\$ 1.20	\$5,400.00	\$1.00	\$4,500.00
11	Landscape and Restoration	1	LS	\$ 10,000	\$ 10,000	\$ 10,500.00	\$ 10,500.00	\$ 12,500.00	\$12,500.00	\$7,400.00	\$7,400.00	\$9,500.00	\$9,500.00	\$16,320.00	\$16,320.00	\$ 12,000.00	\$12,000.00	\$16,000.00	\$16,000.00
12	Project Temporary Traffic Control	1	LS	\$ 5,000	\$ 5,000	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$14,137.00	\$14,137.00	\$ 17,000.00	\$17,000.00	\$30,000.00	\$30,000.00
13	Truncated Domes	20	SF	\$ 35	\$ 700	\$ 40.00	\$ 800.00	\$ 40.00	\$800.00	\$30.00	\$600.00	\$100.00	\$2,000.00	\$44.54	\$890.80	\$ 60.00	\$1,200.00	\$50.00	\$1,000.00
14	Permanent Signing	1	LS	\$ 1,500	\$ 1,500	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$750.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$2,553.00	\$2,553.00	\$ 1,300.00	\$1,300.00	\$2,500.00	\$2,500.00
15	Minor Changes	1	Est	\$ 2,500	\$ 2,500	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
16	Roadway Surveying	1	LS	\$ 4,000	\$ 4,000	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$4,180.00	\$4,180.00	\$ 3,550.00	\$3,550.00	\$7,500.00	\$7,500.00
17	SPCC Plan	1	LS	\$ 500	\$ 500	\$ 500.00	\$ 500.00	\$ 1,500.00	\$1,500.00	\$600.00	\$600.00	\$500.00	\$500.00	\$275.00	\$275.00	\$ 750.00	\$750.00	\$1,000.00	\$1,000.00
18	Adjust Utility	4	EA	\$ 500	\$ 2,000	\$ 750.00	\$ 3,000.00	\$ 400.00	\$1,600.00	\$600.00	\$2,400.00	\$500.00	\$2,000.00	\$532.55	\$2,130.20	\$ 275.00	\$1,100.00	\$800.00	\$3,200.00
19	Moving Existing Hydrant	1	EA	\$ 1,250	\$ 1,250	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$4,483.00	\$4,483.00	\$ 5,570.00	\$5,570.00	\$4,500.00	\$4,500.00
20	Irrigation Sleeve (3" PVC)	140	LF	\$ 10	\$ 1,400	\$ 10.00	\$ 1,400.00	\$ 15.00	\$2,100.00	\$12.00	\$1,680.00	\$15.00	\$2,100.00	\$5.85	\$819.00	\$ 17.00	\$2,380.00	\$30.00	\$4,200.00
21	Fence	375	LF	\$ 30	\$ 11,250	\$ 35.00	\$ 13,125.00	\$ 23.00	\$8,625.00	\$40.00	\$15,000.00	\$30.00	\$11,250.00	\$65.00	\$24,375.00	\$ 25.00	\$9,375.00	\$24.00	\$9,000.00
22	Filter Fabric	1,450	SY	\$ 2	\$ 2,900	\$ 2.50	\$ 3,625.00	\$ 2.00	\$2,900.00	\$1.50	\$2,175.00	\$3.00	\$4,350.00	\$1.31	\$1,899.50	\$ 2.20	\$3,190.00	\$2.00	\$2,900.00
23	Gravity Block Wall	1,625	SF	\$ 30	\$ 48,750	\$ 26.00	\$ 42,250.00	\$ 26.00	\$42,250.00	\$26.00	\$42,250.00	\$15.00	\$24,375.00	\$18.42	\$29,932.50	\$ 22.00	\$35,750.00	\$32.00	\$52,000.00
24	Concrete Barriers (WSDOT Type 2)	1	LS	\$ 6,650	\$ 6,650	\$ 5,500.00	\$ 5,500.00	\$ 17,000.00	\$17,000.00	\$4,600.00	\$4,600.00	\$20,000.00	\$20,000.00	\$2,200.27	\$2,200.27	\$ 7,700.00	\$7,700.00	\$17,000.00	\$17,000.00
25	Bollards	7	EA	\$ 700	\$ 4,900	\$ 675.00	\$ 4,725.00	\$ 600.00	\$4,200.00	\$850.00	\$5,950.00	\$650.00	\$4,550.00	\$584.00	\$4,088.00	\$ 550.00	\$3,850.00	\$1,500.00	\$10,500.00
Sub-Total Bid Items 1 - 21					\$ 172,425.00		\$ 188,825.00		\$ 207,500.00		\$ 209,430.00		\$ 219,790.00		\$ 234,735.08		\$ 244,365.00		\$ 281,050.00
<b>GRAND TOTAL</b>				<b>\$</b>	<b>172,425.00</b>	<b>\$</b>	<b>188,825.00</b>	<b>\$</b>	<b>207,500.00</b>	<b>\$</b>	<b>209,430.00</b>	<b>\$</b>	<b>219,790.00</b>	<b>\$</b>	<b>234,735.08</b>	<b>\$</b>	<b>244,365.00</b>	<b>\$</b>	<b>281,050.00</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, 2015 at 2:00 p.m.

Respectfully submitted,

City of Pacific

James J. Morgan, P.E.

9/30/15  
Date



Agenda Bill No. 15-135

**TO:** Mayor Guier and City Council Members

**FROM:** Public Works

**MEETING DATE:** October 5, 2015

**SUBJECT:** Vacation of a portion of the Skinner Road Right-of-Way south of the White River and adjacent to the existing Burlington Northern Santa Fe Railroad (BNSF) tracks

---

**ATTACHMENTS:**

- Resolution No. 2015-287
- Burlington Northern Santa Fe Railroad (BNSF) petition for right-of-way vacation
- Exhibit "A", a drawing depicting the right-of-way proposed for vacation
- Exhibit "B", a legal description depicting the right-of-way proposed for vacation

---

**Previous Council Review Date:**

**Summary:** Burlington Northern Santa Fe has petitioned the City to vacate 9,427.95 square feet of the Skinner Road right-of-way. This parcel is located south of the White River and west of the railroad tracks. The City no longer has direct access to this parcel due to the loss of the Skinner Road Bridge.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2015-287.

**Motion for Consideration:** Move to approve Resolution No. 2015-287, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING A PUBLIC HEARING FOR MONDAY, NOVEMBER 23, 2015 AT 6:30 P.M., ON THE VACATION OF A PORTION OF SKINNER ROAD.

**Budget Impact:** There is no cost associated with this measure as the Developer will bear all appraisal and recording costs. The City will receive compensation for property not required for public purposes.

**Alternatives:** None recommended.

**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2015-287**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING A PUBLIC HEARING ON THE VACATION OF A PORTION OF SKINNER ROAD RIGHT OF WAY SOUTH OF WHITE RIVER AND ADJACENT TO THE EXISTING BURLINGTON NORTHERN SANTA FE RAILROAD.

---

**WHEREAS**, Burlington Northern Santa Fe Railroad (BNSF) who own the property abutting a certain portion of Skinner Road located south of 3rd Avenue SE and west of A Street in Auburn, has filed a petition for vacation of said portion of Skinner Road; and

**WHEREAS**, attached is Exhibit "A", a drawing depicting the right-of-way proposed for vacation; and

**WHEREAS**, attached is Exhibit "B", a legal description depicting the right-of-way proposed for vacation; and

**WHEREAS**, attached is Exhibit "C", the petition filed by BNSF; and

**WHEREAS**, RCW 35.79 and Pacific Municipal Code (PMC) 13.16.505 calls for a public hearing; and

**WHEREAS**, under PMC 13.16.040, the time set for hearing shall not be more than 60 days nor less than 20 days after the date of passage of this Resolution;

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

**Section 1**, Pursuant to a petition filed by BNSF to vacate a portion of Skinner Road, the City Council sets Monday, October 26, 2015 at 6:30 P.M. or soon after 6:30 PM at Pacific City Hall, 100 3rd Avenue SE, Washington, for a public hearing on the petition.

**Section 2**. The City Clerk is authorized to distribute notices of said hearing as provided under PMC 13.16.040.

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

CITY OF PACIFIC

---

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

---

CAROL MORRIS, CITY ATTORNEY



7/31/2015

City of Pacific  
100 3<sup>rd</sup> Ave SE  
Pacific, WA 98047-1349

To: Community Development Department

Please see the enclosed Petition For the Vacation of a Public Right-of-Way from BNSF Railway. The packet of information is accompanied by two separate checks for \$500.00 application fee and \$2,000.00 deposit.

Please contact me if you have any questions with regards to the contents of information and I can be reached at 480-447-2505 or by email at [josh@cinnibarsw.com](mailto:josh@cinnibarsw.com).

Regards,

A handwritten signature in dark ink that reads "Josh Freegard". The signature is fluid and cursive, with the first name being particularly prominent.

Josh Freegard  
Cinnabar Southwest  
14500 N. Northsight Blvd. Ste 313  
Scottsdale, AZ 85260  
Phone: (480) 447-2505  
Email: [josh@cinnibarsw.com](mailto:josh@cinnibarsw.com)



100 3rd Avenue SE Pacific,  
 WA 98047 Telephone:  
 (253) 929-1110 Fax:  
 (253)887-9910

## PETITION FOR THE VACATION OF A PUBLIC RIGHT-OF-WAY

TO: Community Development Department, City of Pacific, 100 - 3rd Avenue SE, Pacific, WA 98047

We, the undersigned, being the owners according to the records of the King County Auditor of the property described in Exhibit A (legal description and map), attached hereto and by this reference incorporated herein, petition the City Council of the City of Pacific, Washington to vacate the portion of the public right-of-way known as East Hussey Rd. No. 457 (83rd Ave., S) south of White River described in Exhibit B, attached hereto and by this reference incorporated herein, in accordance with Chapter 13.16 Pacific Municipal Code, which we have read.

This petition is accompanied by:

- (1) \$500 application fee, \$2,000 deposit to be applied to engineering fee and any additional costs incurred;
- (2) A survey;
- (3) An explanation of why the public right-of-way sought to be vacated is no longer of public benefit;
- (4) A legal description of the public right-of-way proposed to be vacated;
- (5) A vicinity map showing the general area of the public right-of-way proposed to be vacated; and
- (6) A map prepared by a professional land surveyor, registered in the State of Washington, indicating the specific parcels abutting the public right-of-way proposed to be vacated.
- (7) Fee Obligation Form signed by owner/applicant.

An appraisal of the subject property by a licensed appraiser will be obtained by the City and is also required to be paid by the applicant(s). In accordance with city regulations and State Statutes the property owner is required to pay the full appraised value of the land prior to street vacation. The payment of the assessed valuation shall be accomplished prior to formal Council Ordinance adoption.

This petition may consist of more than one page. Each person signing this petition consents to the filing of other pages to be considered as part of a single petition. Each signature shall be executed in ink.

### PETITIONERS' SIGNATURES

Petitioners' Representative: Charles Keltner

Address / Phone Number: 14500 N. Northsight Blvd. Ste. 313 Scottsdale, AZ 85260 | P: (480) 447-2505

No.	Date	Printed/Typed Name	Signature	Address or Legal Description	Parcel No.
1	7/7/15	Charles Keltner		See Attached	335440-0661
2	7/7/15	Charles Keltner		See Attached	362104-9020
3	7/7/15	Charles Keltner		See Attached	362104-9107
4					

**Attached Legal Descriptions Where Necessary.** Each person who signs this petition with any other than his true name, or knowingly signs more than one of these petition, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. RCW 35A.01.040.

## PROCEDURES

### 1. *Petition/Application*

- a. Petition/Application forms are provided by the City of Pacific Public Works office.
- b. A vacation may be initiated by a Petition signed by the owners of more than two thirds of the lineal frontage of the property abutting the street or alley to be vacated, or in the case of an easement, more than two-thirds of the property underlying the portion of the easement to be vacated. If any Petitioner is purchasing abutting or underlying property under a real estate contract, the seller of that property must also sign the vacation Petition.
- c. The Petition must contain a statement of why the proposed vacation is in the public interest or for a public purpose.
- d. The Petition must contain a statement explaining how no property will be denied direct access as a result of the vacation.
- e. The Petition must contain a legal description of the street, alley, or easement to be vacated; together with a statement certifying the validity of the legal description, signed by a licensed surveyor or registered engineer. In the event that the Pacific City Public Works Department determines that they can adequately consider the Petition without a full legal description, they may defer this requirement until after the Council has rendered its decision on the Petition; however, in no event shall a vacation be final until the requirements of this subsection have been met.
- f. Each Petitioner must provide proof of ownership. An affidavit, title report, copy of a deed of conveyance, or tax statement must be submitted for each signature as evidence of ownership. Any proof of ownership must contain a legal description of the property owned by the Petitioner.

### 2. *Valuation:*

Unless an abutting property owner objects, compensation as required under RCW 35.79.030 shall be established based on the Pierce/King County Assessor's assessed value of all abutting property. This compensation shall be determined as follows:

- a. The Pierce/King County Assessor's assessed value for each lot adjacent to the proposed vacation shall be divided by the number of square feet in that lot in order to obtain a "value per square foot" for each adjacent lot;
- b. The "value per square foot" for each adjacent lot shall be added together and divided by the total number of adjacent lots in order to obtain an average price per square foot for all adjacent property; and
- c. The compensation required of each abutting property owner shall consist of the average price per square foot obtained under subsection 2, above, multiplied by the number of square feet each abutting property owner will be receiving through the property vacation. The valuation

required under this section shall be prepared under the direction of the City Public Works Department. Any costs of the valuation, including time spent by the City staff in preparing or assisting with preparing the valuation, shall be borne by the Petitioner(s). The valuation shall be documented, complete, and added to the Petition before a vacation will be considered final. In the event a Petitioner or abutting property owner objects to the calculation of compensation under this section, the compensation required under RCW 35.79.030 shall be established as required under section 3, below.

### *3. Appraisals:*

Determination of appraised value shall be made by appraisal of the portion of the street, alley, or easement to be vacated with value determination based on highest and best use. The appraisal shall be prepared at the discretion of the Public Works Manager or designee. Any easement or other public rights retained by the City or dedicated to the City shall be considered in the appraisal. The appraisal cost shall be borne by the applicant. The appraisal must be complete and added to the Petition before a vacation will be considered final.

### *4. Fees:*

All fees and costs required by Pacific Municipal Code, resolution of the Pacific City Council, or these written procedures must be paid before the Pacific City Council will set a date to hear the Petition.

### *5. Maps:*

Each Petition must be accompanied by a scale map showing the street, alley, easement, or part thereof, to be vacated, and showing all properties with subdivisions, blocks, lots, and specifying open and unopened rights-of-way in the vicinity of the proposed vacation.



CITY OF PACIFIC  
COMMUNITY DEVELOPMENT DEPARTMENT/ PUBLIC WORKS

100 3<sup>RD</sup> AVENUE SE  
PACIFIC, WA 98047  
Telephone (253) 929-1110 Fax (253) 887-9910

Project Name \_\_\_\_\_ Project Number \_\_\_\_\_

FEE OBLIGATION

*I, the undersigned, affirm and acknowledge that I am the responsible person or authorized agent for the applicant and I or the party I represent, hereby agree to pay to the City of Pacific the costs incurred in the processing of the applications for the above referenced project.*

*I understand that the City of Pacific charges on a time and materials basis for external and internal professional and administrative support staff time and for materials, noticing, and other miscellaneous project related requirements. Periodic billings are issued specifying services that have been provided and requiring payment. Payment is due within 30 days of the billing notice. Payments not received within 30 days of the billing notice shall accrue interest and penalties as prescribed by the latest adopted fee schedules. I, or the party I represent, agree to pay all such invoices within 30 days of the billing notice. I, or the party I represent, agree to pay all attorney's fees and costs incurred by the City in collecting said fees.*

*I understand that invoices that are unpaid for more than 45 days shall be sufficient reason to have the City of Pacific terminate all work processing of the applications for the above referenced project.*

*I understand that the deposit that I am required to pay will be held in a non- interest bearing account and shall only be applied in the event of my failure to pay invoices I, or the party I represent, will be entitled to a full refund of my deposit upon written request, final project approvals and payment of all final City of Pacific invoices.*

Charles Keltner / Senior Manager Real-Estate  
Printed Name and Title

Joshua Freegard  
Designated Contact Person Print Name

2301 Lou Menk Drive, GOB-3W  
FORT WORTH, TX 76131

14500 N. Northsight Blvd. # 313  
Scottsdale, AZ 85260  
Address

Address of Owner

480-447-2505  
Phone

480-447-2505  
Phone

## **BNSF Railway Company's Petition for the Vacation of a Public Right-of-Way**

### **Supporting Materials**

The following provides the information required by the City of Pacific's Procedures for requesting vacation of a City right of way.

#### Description of property to be vacated

Petitioner BNSF Railway Company requests vacation of that portion of the City of Pacific right of way that lies to the south of the White (Stuck) River, and to the west of the BNSF right of way. That portion of the City right of way is 30' in width and approximately 315' in length. A survey and formal legal description for the portion of right of way to be vacated are provided as attachments.

#### Ownership interests of petitioner

Petitioner owns all private lands abutting the right of way to be vacated. Specifically, Petitioner owns all lands on three sides of the right of way: King County parcel 335440-0661, which abuts the entire west side of the right of way; King County parcel 362104-9107, which abuts the entire south side of the right of way; and King County parcel 362104-9020, which abuts the entire east side of the right of way. The only abutting property not owned by Petitioner is the north side, which is abutted by the White River.

#### The right of way sought to be vacated is no longer of public benefit

The portion of the right of way to be vacated is isolated from other rights of way, roads and City lands. It is surrounded on three sides by private property that is not open to the public. It is not paved or otherwise developed, and is not used as a right of way. It is adjacent to BNSF's active mainline railroad tracks carrying traffic through King and Pierce Counties. Due to its limited size, isolated location and surrounding land uses, it is not suitable for beach use or other public access.

#### The proposed vacation is in the public interest

As discussed above, the right of way to be vacated is small, isolated and not used for public purposes. Petitioner requests the vacation in order to implement protective measures along Petitioner's railroad embankment, e.g., placement of fill, that are associated with and necessitated by King County's construction of the Countyline Levee Setback Project. The Countyline Project will provide substantial flood protection benefit to the City of Pacific. Upon acquisition of the City right of way, and as part of the Countyline Project, Petitioner has agreed

to provide an easement to King County for its resurfacing and maintenance of the existing levee where it crosses the right of way property and connects to Petitioner's embankment. Vacation of the right of way is therefore in the public interest in that it is necessary to implementation of the Countyline Project.

No property will be denied direct access as a result of the vacation.

The right of way to be vacated is geographically isolated from any public roads. Further, Petitioner owns all private lands abutting the right of way. Accordingly, the right of way is not used to access any private property, and its vacation will not deny access to any property.

Proof of ownership

Attached are King County Assessor reports for Petitioner's parcels that document Petitioner's ownership of all private lands abutting the right of way.

Attachments

As required by the City's Procedures, the petition includes and is supported by the following attachments:

- \$500 application fee and \$2,000 deposit to be applied to engineering fee and additional costs
- Survey
- Legal description of the right of way to be vacated
- Vicinity map showing the general area of the right of way to be vacated and all parcels abutting the right of way
- King County assessor reports for abutting properties
- Fee obligation form

City of Pacific  
Property .22 Acres or  
9,428 square feet.



**King County Department of Assessments**

Fair, Equitable, and Understandable Property Valuations

You're in: Assessor >> Look up Property Info >> eReal Property

Department of Assessments

500 Fourth Avenue, Suite ADM-AS-0708, Seattle, WA 98104

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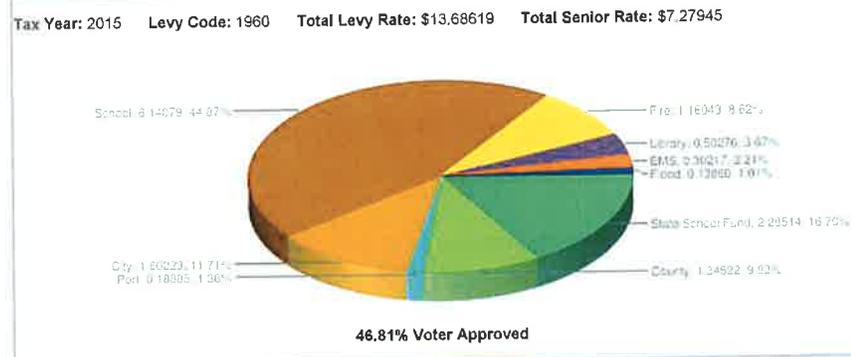
**PARCEL**

Parcel Number	362104-9107
Name	BNSF RAILWAY CO
Site Address	
Legal	E 50 FT OF POR OF NE 1/4 OF SE 1/4 OF SEC 36-21-4 LY WLY OF BNSF RR R/W TGW E 16.5 FT OF POR OF SE 1/4 OF SE 1/4 OF SD SEC LY WLY OF SD RR R/W

**BUILDING 1**

Year Built	
Total Square Footage	
Number Of Bedrooms	
Number Of Baths	
Grade	
Condition	
Lot Size	84610
Views	No
Waterfront	

**TOTAL LEVY RATE DISTRIBUTION**



Click here to see levy distribution comparison by year.

**TAX ROLL HISTORY**

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2014	2015	1,000	0	1,000	0	0	0

Updated: April 22, 2015

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**Reference Links:**

King County Taxing Districts Codes and Levies (.PDF)

King County Tax Links

Property Tax Advisor

Washington State Department of Revenue (External link)

Washington State Board of Tax Appeals (External link)

Board of Appeals/Equalization

Districts Report

iMap

Recorder's Office

Scanned images of surveys and other map documents

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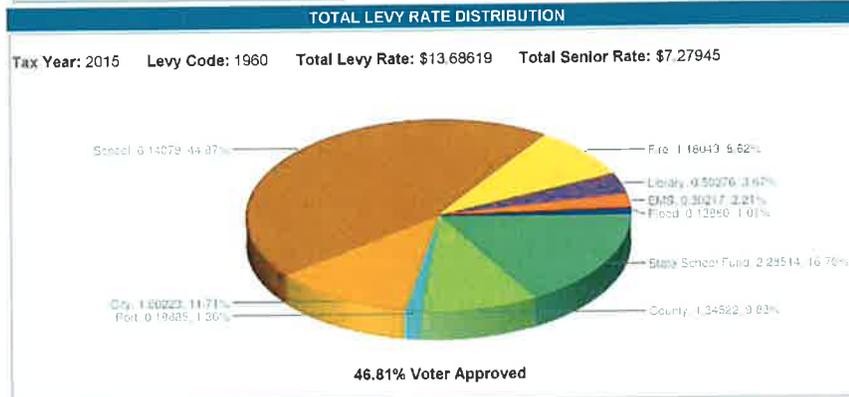
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- Glossary of Terms
- Area Report
- Property Detail

PARCEL	
Parcel Number	362104-9020
Name	BNSF RAILWAY COMPANY
Site Address	5925 A ST SE 98002
Legal	R/W THRU NE 1/4 OF NE 1/4 R/W THRU SE 1/4 OF NE 1/4 R/W THRU NE 1/4 OF SE 1/4 R/W THRU SE 1/4 OF SE 1/4

BUILDING 1	
Year Built	
Building Net Square Footage	
Construction Class	
Building Quality	
Lot Size	527335
Present Use	Right of Way/Utility, Road
Views	No
Waterfront	



Click here to see levy distribution comparison by year.

**TAX ROLL HISTORY**

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2014	2015	791,000	0	791,000	0	0	0
2013	2014	791,000	0	791,000	0	0	0
2012	2013	791,000	0	791,000	0	0	0
2011	2012	791,000	0	791,000	0	0	0
2010	2011	791,000	0	791,000	0	0	0
2009	2010	791,000	0	791,000	0	0	0
2008	2009	791,000	0	791,000	0	0	0
2007	2008	791,000	0	791,000	0	0	0
2006	2007	791,000	0	791,000	0	0	0
2005	2006	791,000	0	791,000	0	0	0
2004	2005	791,000	0	791,000	0	0	0
2003	2004	791,000	0	791,000	0	0	0
2002	2003	791,000	0	791,000	0	0	0
2001	2002	791,000	0	791,000	0	0	0
2000	2001	791,000	0	791,000	0	0	0
1999	2000	791,000	0	791,000	0	0	0

**Reference Links:**

[King County Taxing Districts Codes and Levies \(.PDF\)](#)

[King County Tax Links](#)

[Property Tax Advisor](#)

[Washington State Department of Revenue \(External link\)](#)

[Washington State Board of Tax Appeals \(External link\)](#)

[Board of Appeals/Equalization](#)

[Districts Report](#)

[iMap](#)

[Recorder's Office](#)

[Scanned images of surveys and other map documents](#)

1997	1998	0	0	0	791,000	0	791,000
1996	1997	0	0	0	791,000	0	791,000
1994	1995	0	0	0	791,000	0	791,000
1992	1993	0	0	0	791,000	0	791,000
1990	1991	0	0	0	527,300	0	527,300
1988	1989	0	0	0	558,400	0	558,400
1986	1987	0	0	0	558,400	0	558,400
1984	1985	0	0	0	484,800	0	484,800
1982	1983	0	0	0	27,000	0	27,000

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**King County Department of Assessments**

Fair, Equitable, and Understandable Property Valuations

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Department of Assessments

500 Fourth Avenue, Suite ADM-AS-0708, Seattle, WA 98104

Office Hours: Mon - Fri 8:30 a.m. to 4:30 p.m.

TEL: 206-296-7300 FAX: 206-296-5107 TTY: 206-296-7888

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- Map This Property
- Glossary of Terms
- Area Report
- Property Detail

**PARCEL**

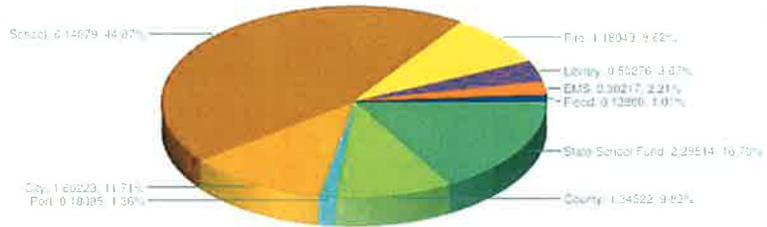
Parcel Number	335440-0661
Name	BNSF RAILROAD COMPANY
Site Address	
Legal	HILLMANS C D PACIFIC CITY DIV #2 POR OF TR A LY ELY OF LN LY 200 FT WLY OF C/L OF BNSF RR R/W

**BUILDING 1**

Year Built	
Total Square Footage	
Number Of Bedrooms	
Number Of Baths	
Grade	
Condition	
Lot Size	32345
Views	Yes
Waterfront	

**TOTAL LEVY RATE DISTRIBUTION**

Tax Year: 2015 Levy Code: 1960 Total Levy Rate: \$13.68619 Total Senior Rate: \$7.27945



46.81% Voter Approved

[Click here to see levy distribution comparison by year.](#)

**TAX ROLL HISTORY**

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2014	2015	42,000	0	42,000	0	0	0
2013	2014	76,000	0	76,000	0	0	0
2012	2013	76,000	0	76,000	0	0	0
2011	2012	77,000	0	77,000	0	0	0
2010	2011	19,300	0	19,300	0	0	0

Updated: April 22, 2015

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**Reference Links:**

- King County Taxing Districts Codes and Levies (.PDF)
- King County Tax Links
- Property Tax Advisor
- Washington State Department of Revenue (External link)
- Washington State Board of Tax Appeals (External link)
- Board of Appeals/Equalization
- Districts Report
- iMap
- Recorder's Office
- Scanned images of surveys and other map documents
- Scanned images of plats

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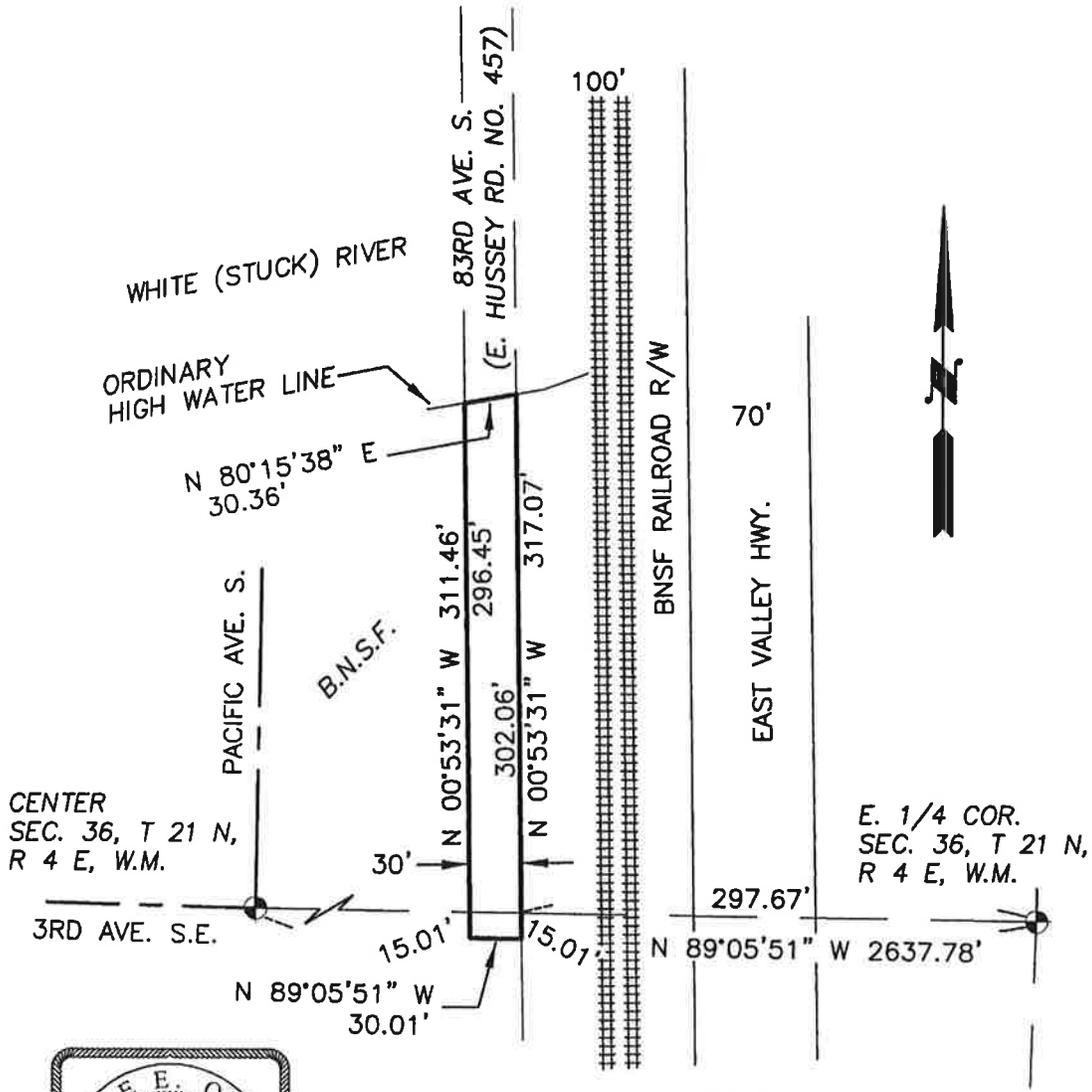


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# EXHIBIT DRAWING



AREA  
9,428 SQ. FT.  
0.22 ACRES

## LEGEND

-  MONUMENT
-  RAIL ROAD TRACKS



SADLER BARNARD & ASSOC., INC.  
717 W. STEWART, PUYALLUP, WA 98371  
253-848-5170

Legal Description:

That portion of East Hussey Road No. 457 (83<sup>rd</sup> Ave. S.), being a 30.00 foot wide road established in 1899, lying south of the ordinary high water mark along the southerly side of the Stuck River and north of the south line of the southeast quarter of the northeast quarter of Section 36, Township 21, Range 4 East of the Willamette Meridian;

Together with the west 30.00 feet of that portion of said East Hussey Road No. 457 lying within the northeast quarter of the southeast quarter of Section 36, Township 21, Range 4 East of the Willamette Meridian;



**Assessor-Treasurer** electronic Property Information Profile

**Taxes / Values for 0420013046**

08/05/2015 03:09 PM



Property Details		Taxpayer Details	
<b>Parcel Number:</b>	0420013046	<b>Taxpayer Name:</b>	CITY OF PACIFIC
<b>Site Address:</b>	XXX STEWART RD SE	<b>Mailing Address:</b>	100 3RD AVE SE PACIFIC WA 98047
<b>Account Type:</b>	Real Property		
<b>Category:</b>	Land and Improvements		
<b>Use Code:</b>	5400-FOOD RETAIL TRADE		

Assessed Values								
Value Year	Tax Year	Taxable Value	Assessed Total	Assessed Land	Assessed Improvements	Current Use Land	Personal Property	Notice of Value Mailing Date
2015	2016	0	145,400	109,100	36,300	0	0	07/06/2015
2014	2015	0	138,500	109,100	29,400	0	0	06/27/2014
2013	2014	0	138,500	109,100	29,400	0	0	06/24/2013
2012	2013	0	138,500	109,100	29,400	0	0	06/22/2012
2011	2012	0	150,300	120,900	29,400	0	0	06/27/2011
2010	2011	0	161,300	126,800	34,500	0	0	06/21/2010
2009	2010	0	181,600	140,000	41,600	0	0	07/17/2009
2008	2009	0	194,100	147,400	46,700	0	0	06/13/2008
2007	2008	0	163,700	117,000	46,700	0	0	06/22/2007
2006	2007	0	125,900	89,900	36,000	0	0	09/29/2006

Current Charges			Exemptions	
<b>Balance Due: 0.00</b>	<b>Minimum Due: 0.00</b>	<b>as of 08/05/2015</b>	<b>Tax Year</b>	<b>Exemption</b>

**Paid Charges**  
For questions regarding any electronic payments you may have made, please contact **Point & Pay at 1-877-765-4112**

Tax Year	Charge Type	Amount Paid
2015	Weed Control Principal	1.70
<b>Total 2015</b>		<b>1.70</b>
2014	Weed Control Principal	1.64
<b>Total 2014</b>		<b>1.64</b>
2013	Weed Control Principal	1.64
<b>Total 2013</b>		<b>1.64</b>
2012	Drainage District Principal	23.89
	Weed Control Principal	1.64
<b>Total 2012</b>		<b>25.53</b>
2011	Weed Control Principal	1.64
<b>Total 2011</b>		<b>1.64</b>
2010	Drainage District Principal	24.23
<b>Total 2010</b>		<b>24.23</b>

2016	Municipal Corp and Misc Taxing Districts
2015	Municipal Corp and Misc Taxing Districts
2014	Municipal Corp and Misc Taxing Districts
2013	Municipal Corp and Misc Taxing Districts
2012	Municipal Corp and Misc Taxing Districts
2011	Municipal Corp and Misc Taxing Districts
2010	Municipal Corp and Misc Taxing Districts
2009	Municipal Corp and Misc Taxing Districts
2008	Municipal Corp and Misc Taxing Districts
2007	Municipal Corp and Misc Taxing Districts

Tax Code Areas		
Tax Year	TCA	Rate
2016	086	0.000000
2015	086	13.524460
2014	086	13.695869
2013	086	14.275933
2012	086	13.077788
2011	086	12.003162
2010	086	10.800423
2009	086	9.975316
2008	086	9.529544
2007	086	9.807034

Receipts		
Date	Number	Amount Applied
03/16/2015	8089316	1.70
02/28/2014	7485816	1.64
03/29/2013	6939044	1.64

**Assessor-Treasurer** electronic Property Information Profile

**Land Characteristics for 0420013046**

08/05/2015 03:19 PM



<b>Property Details</b> <b>Parcel Number:</b> 0420013046 <b>Site Address:</b> XXX STEWART RD SE <b>Account Type:</b> Real Property <b>Category:</b> Land and Improvements <b>Use Code:</b> 5400-FOOD RETAIL TRADE		<b>Taxpayer Details</b> <b>Taxpayer Name:</b> CITY OF PACIFIC <b>Mailing Address:</b> 100 3RD AVE SE PACIFIC WA 98047	
<b>Location:</b> <b>LEA:</b> 2054 <b>RTSQQ:</b> 04-20-01-32		<b>Size</b> <b>SF:</b> 4,085 <b>Acres:</b> 0.09 <b>Front Ft:</b> 95	
<b>Amenities</b> <b>WF Type:</b> n/a <b>View Quality:</b> n/a <b>Street Type:</b> Paved		<b>Utilities</b> <b>Electric:</b> Power Installed <b>Sewer:</b> Sewer/Septic Installed <b>Water:</b> Water Installed	

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 Tacoma, Washington 98409  
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[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

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**Taxes / Values for 0420013045**

08/05/2015 03:11 PM



<b>Property Details</b>		<b>Taxpayer Details</b>	
<b>Parcel Number:</b>	0420013045	<b>Taxpayer Name:</b>	CITY OF PACIFIC
<b>Site Address:</b>	202 STEWART RD SE	<b>Mailing Address:</b>	100 3RD AVE SE PACIFIC WA 98047
<b>Account Type:</b>	Real Property		
<b>Category:</b>	Land and Improvements		
<b>Use Code:</b>	1197-COMM LND WITH SFR		

Assessed Values								
Value Year	Tax Year	Taxable Value	Assessed Total	Assessed Land	Assessed Improvements	Current Use Land	Personal Property	Notice of Value Mailing Date
2015	2016	0	174,000	174,000	0	0	0	0 07/06/2015
2014	2015	0	174,000	174,000	0	0	0	0 06/27/2014
2013	2014	0	174,000	174,000	0	0	0	0 06/24/2013
2012	2013	0	174,000	174,000	0	0	0	0 06/22/2012
2011	2012	0	192,800	192,800	0	0	0	0 06/27/2011
2010	2011	0	202,200	202,200	0	0	0	0 06/21/2010
2009	2010	0	223,300	223,300	0	0	0	0 07/17/2009
2008	2009	0	235,100	235,100	0	0	0	0 09/19/2008
2007	2008	0	188,600	139,200	49,400	0	0	0 06/22/2007
2006	2007	34,155	152,000	107,100	44,900	0	0	0 06/12/2006

<b>Current Charges</b>	<b>Exemptions</b>
<b>Balance Due: 0.00</b>	<b>Tax Year</b>
<b>Minimum Due: 0.00</b>	<b>Exemption</b>
<b>as of 08/05/2015</b>	2016 Municipal Corp and Misc Taxing Districts

**Paid Charges**  
For questions regarding any electronic payments you may have made, please contact **Point & Pay** at **1-877-765-4112**

Tax Year	Charge Type	Amount Paid
2015	Weed Control Principal	1.70
<b>Total 2015</b>		<b>1.70</b>
2014	Weed Control Principal	1.64
<b>Total 2014</b>		<b>1.64</b>
2013	Weed Control Principal	1.64
<b>Total 2013</b>		<b>1.64</b>
2012	Drainage District Principal	30.08
	Weed Control Principal	1.64
<b>Total 2012</b>		<b>31.72</b>
2011	Weed Control Principal	1.64
<b>Total 2011</b>		<b>1.64</b>
2010	Drainage District Principal	29.34
<b>Total 2010</b>		<b>29.34</b>
2007	Property Tax Principal	334.96
	Property Tax Interest	3.35
	Weed Control Principal	1.39
	Weed Control Interest	0.01
<b>Total 2007</b>		<b>339.71</b>

2015	Municipal Corp and Misc Taxing Districts
2014	Municipal Corp and Misc Taxing Districts
2013	Municipal Corp and Misc Taxing Districts
2012	Municipal Corp and Misc Taxing Districts
2011	Municipal Corp and Misc Taxing Districts
2010	Municipal Corp and Misc Taxing Districts
2009	Municipal Corp and Misc Taxing Districts
2008	Municipal Corp and Misc Taxing Districts
2007	Municipal Corp and Misc Taxing Districts

Tax Code Areas		
Tax Year	TCA	Rate
2016	086	0.000000
2015	086	13.524460
2014	086	13.695869
2013	086	14.275933
2012	086	13.077788
2011	086	12.003162
2010	086	10.800423
2009	086	9.975316
2008	086	9.529544
2007	086	9.807034

Receipts		
Date	Number	Amount Applied
03/16/2015	<a href="#">8089315</a>	1.70
02/28/2014	<a href="#">7485816</a>	1.64
03/29/2013	<a href="#">6939046</a>	1.64

**Assessor-Treasurer** electronic Property Information Profile

**Land Characteristics for 0420013045**

08/05/2015 03:19 PM



<b>Property Details</b> <b>Parcel Number:</b> 0420013045 <b>Site Address:</b> 202 STEWART RD SE <b>Account Type:</b> Real Property <b>Category:</b> Land and Improvements <b>Use Code:</b> 1197-COMM LND WITH SFR		<b>Taxpayer Details</b> <b>Taxpayer Name:</b> CITY OF PACIFIC <b>Mailing Address:</b> 100 3RD AVE SE PACIFIC WA 98047	
<b>Location:</b> <b>LEA:</b> 2054 <b>RTSQQ:</b> 04-20-01-32		<b>Size</b> <b>SF:</b> 8,181 <b>Acres:</b> 0.19 <b>Front Ft:</b> 193	
<b>Amenities</b> <b>WF Type:</b> n/a <b>View Quality:</b> n/a <b>Street Type:</b> Paved		<b>Utilities</b> <b>Electric:</b> Power Installed <b>Sewer:</b> Sewer/Septic Installed <b>Water:</b> Water Installed	

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**Taxes / Values for 0420013052**

08/05/2015 03:15 PM



Property Details		Taxpayer Details	
<b>Parcel Number:</b>	0420013052	<b>Taxpayer Name:</b>	PACIFIC MARKET PLACE LLC
<b>Site Address:</b>	1151 VALENTINE AV SE	<b>Mailing Address:</b>	12213 SE 260TH PL KENT WA 98030
<b>Account Type:</b>	Real Property		
<b>Category:</b>	Land and Improvements		
<b>Use Code:</b>	6600-CONTRACTOR SERVICES		

**Assessed Values**

Value Year	Tax Year	Taxable Value	Assessed Total	Assessed Land	Assessed Improvements	Current Use Land	Personal Property	Notice of Value Mailing Date
2015	2016	273,500	273,500	266,000	7,500		0	0 07/06/2015
2014	2015	273,500	273,500	266,000	7,500		0	0 06/27/2014
2013	2014	279,100	279,100	271,600	7,500		0	0 06/24/2013
2012	2013	279,300	279,300	271,600	7,700		0	0 06/22/2012
2011	2012	308,700	308,700	301,000	7,700		0	0 06/27/2011
2010	2011	324,200	324,200	315,700	8,500		0	0 06/21/2010
2009	2010	357,900	357,900	348,700	9,200		0	0 07/17/2009
2008	2009	376,000	376,000	367,100	8,900		0	0 06/13/2008
2007	2008	282,800	282,800	262,000	20,800		0	0 06/22/2007
2006	2007	222,300	222,300	201,500	20,800		0	0 06/12/2006

**Current Charges** [Recalculate](#)  
 Property tax interest and/or penalty charges are calculated on the 1st of each month. Your payment must be paid or postmarked prior to the 1st to avoid accrual of those additional charges. If the last day of the month falls on a holiday or weekend, you will have the following business day to pay or postmark without additional interest and/or penalty. If necessary, you can [recalculate](#) charges for a future date.

**Pay with credit card, Visa debit card or E-check** [Payment Mailing Address](#)

Balance Due: 1,850.33	Minimum Due: 1,850.33	as of 08/05/2015			
Tax Year	Charge Type	Amount Charged	Minimum Due	Balance Due	Due Date
2015	Property Tax Principal	3,698.95	1,849.48	1,849.48	10/31/15
	Weed Control Principal	1.70	0.85	0.85	10/31/15
<b>Total 2015</b>		<b>3,700.65</b>	<b>1,850.33</b>	<b>1,850.33</b>	

**Paid Charges**  
 For questions regarding any electronic payments you may have made, please contact **Point & Pay** at 1-877-765-4112

Tax Year	Charge Type	Amount Paid	
2015	Property Tax Principal	1,849.47	
	Weed Control Principal	0.85	
<b>Total 2015</b>		<b>1,850.32</b>	
2014	Property Tax Principal	3,822.52	
	Weed Control Principal	1.64	
<b>Total 2014</b>		<b>3,824.16</b>	
2013	Property Tax Principal	3,987.26	
	Weed Control Principal	1.64	
<b>Total 2013</b>		<b>3,988.90</b>	
2012	Property Tax Principal	4,037.11	
	Drainage District Principal	46.96	
	Weed Control Principal	1.64	
<b>Total 2012</b>		<b>4,085.71</b>	
2011	Property Tax Principal	3,891.42	
	Weed Control Principal	1.64	
<b>Total 2011</b>		<b>3,893.06</b>	
2010	Property Tax Principal	3,865.47	
	Drainage District Principal	45.82	
	Weed Control Principal	1.39	
<b>Total 2010</b>		<b>3,912.68</b>	
2009	Property Tax Principal	3,750.72	
	Weed Control Principal	1.39	
<b>Total 2009</b>		<b>3,752.11</b>	
2008	Property Tax Principal	2,694.96	

**Exemptions**  
 No exemptions

**Tax Code Areas**

Tax Year	TCA	Rate
2016	<a href="#">086</a>	0.000000
2015	<a href="#">086</a>	13.524460
2014	<a href="#">086</a>	13.695869
2013	<a href="#">086</a>	14.275933
2012	<a href="#">086</a>	13.077788
2011	<a href="#">086</a>	12.003162
2010	<a href="#">086</a>	10.800423
2009	<a href="#">086</a>	9.975316
2008	<a href="#">086</a>	9.529544
2007	<a href="#">086</a>	9.807034

**Receipts**

Date	Number	Amount Applied
03/09/2015	<a href="#">8082319</a>	1,850.32
01/14/2015	<a href="#">8063425</a>	1,912.08
04/21/2014	<a href="#">7568890</a>	1,912.08
04/18/2013	<a href="#">6976188</a>	3,988.90
08/13/2012	<a href="#">6602653</a>	2,042.86
05/03/2012	<a href="#">6568512</a>	2,042.85
11/04/2011	<a href="#">6247859</a>	1,946.53
05/04/2011	<a href="#">5966625</a>	0.00
05/04/2011	<a href="#">5975224</a>	1,946.53
10/26/2010	<a href="#">5510243</a>	1,956.34
05/04/2010	<a href="#">5391197</a>	1,956.34
11/05/2009	<a href="#">5084265</a>	1,876.06
05/04/2009	<a href="#">4797546</a>	1,876.05
10/30/2008	<a href="#">4439777</a>	1,348.18
04/10/2008	<a href="#">3976791</a>	1,348.17
11/01/2007	<a href="#">3865052</a>	1,090.75
04/16/2007	<a href="#">3410715</a>	1,090.75
10/23/2006	<a href="#">3227792</a>	791.86
05/04/2006	<a href="#">3044931</a>	791.86
11/07/2005	<a href="#">2752624</a>	813.47
04/30/2005	<a href="#">2449359</a>	813.47
11/02/2004	<a href="#">2171857</a>	790.03

**Assessor-Treasurer** electronic Property Information Profile

**Land Characteristics for 0420013052**

08/05/2015 03:17 PM



<b>Property Details</b> <b>Parcel Number:</b> 0420013052 <b>Site Address:</b> 1151 VALENTINE AV SE <b>Account Type:</b> Real Property <b>Category:</b> Land and Improvements <b>Use Code:</b> 6600-CONTRACTOR SERVICES		<b>Taxpayer Details</b> <b>Taxpayer Name:</b> PACIFIC MARKET PLACE LLC <b>Mailing Address:</b> 12213 SE 260TH PL KENT WA 98030	
<b>Location:</b> <b>LEA:</b> 2054 <b>RTSQQ:</b> 04-20-01-32		<b>Size</b> <b>SF:</b> 27,250 <b>Acres:</b> 0.63 <b>Front Ft:</b> 222	
<b>Amenities</b> <b>WF Type:</b> n/a <b>View Quality:</b> n/a <b>Street Type:</b> Paved		<b>Utilities</b> <b>Electric:</b> Power Available <b>Sewer:</b> Sewer/Septic Installed <b>Water:</b> Water Available	

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**Taxes / Values for 4495400451**

08/05/2015 03:16 PM



<b>Property Details</b>		<b>Taxpayer Details</b>	
<b>Parcel Number:</b>	4495400451	<b>Taxpayer Name:</b>	BEATTY CLIFFORD M & SHARON R
<b>Site Address:</b>	242 STEWART RD SE	<b>Mailing Address:</b>	216 27TH AVE NW GIG HARBOR WA 98335-7809
<b>Account Type:</b>	Real Property		
<b>Category:</b>	Land and Improvements		
<b>Use Code:</b>	3400-FAB METAL PRODUCTS		

Assessed Values								
Value Year	Tax Year	Taxable Value	Assessed Total	Assessed Land	Assessed Improvements	Current Use Land	Personal Property	Notice of Value Mailing Date
2015	2016	2,522,200	2,522,200	1,317,800	1,204,400		0	0 07/06/2015
2014	2015	2,357,200	2,357,200	1,317,800	1,039,400		0	0 06/27/2014
2013	2014	2,357,200	2,357,200	1,317,800	1,039,400		0	0 06/24/2013
2012	2013	2,280,200	2,280,200	1,317,800	962,400		0	0 06/22/2012
2011	2012	2,308,600	2,308,600	1,460,200	848,400		0	0 06/27/2011
2010	2011	2,509,200	2,509,200	1,531,500	977,700		0	0 06/21/2010
2009	2010	2,541,200	2,541,200	1,691,700	849,500		0	0 07/17/2009
2008	2009	2,559,000	2,559,000	1,780,800	778,200		0	0 06/13/2008
2007	2008	2,541,400	2,541,400	1,372,000	1,169,400		0	0 06/22/2007
2006	2007	1,990,900	1,990,900	1,055,400	935,500		0	0 06/12/2006

**Current Charges** [Recalculate](#)  
 Property tax interest and/or penalty charges are calculated on the 1st of each month. Your payment must be paid or postmarked prior to the 1st to avoid accrual of those additional charges. If the last day of the month falls on a holiday or weekend, you will have the following business day to pay or postmark without additional interest and/or penalty. If necessary, you can [recalculate](#) charges for a future date.

**Exemptions**  
 No exemptions

Pay with credit card, Visa debit card or E-check						Tax Code Areas		
Balance Due: 19,442.46			Minimum Due: 19,442.46			as of 08/05/2015		
Tax Year	Charge Type	Amount Charged	Minimum Due	Balance Due	Due Date	Tax Year	TCA	Rate
2015	Property Tax Principal	31,879.86	15,939.93	15,939.93	10/31/15	2016	086	0.000000
	Weed Control Principal	2.24	1.12	1.12	10/31/15	2015	086	13.524460
	Fire Benefit Charge Principal	7,002.81	3,501.41	3,501.41	10/31/15	2014	086	13.695869
<b>Total 2015</b>		<b>38,884.91</b>	<b>19,442.46</b>	<b>19,442.46</b>		2013	086	14.275933
						2012	086	13.077788
						2011	086	12.003162
						2010	086	10.800423
						2009	086	9.975316
						2008	086	9.529544
						2007	086	9.807034

**Paid Charges**  
 For questions regarding any electronic payments you may have made, please contact **Point & Pay at 1-877-765-4112**

Tax Year	Charge Type	Amount Paid
2015	Property Tax Principal	15,939.93
	Weed Control Principal	1.12
	Fire Benefit Charge Principal	3,501.40
<b>Total 2015</b>		<b>19,442.45</b>
2014	Property Tax Principal	32,283.90
	Weed Control Principal	2.00
	Fire Benefit Charge Principal	6,572.39
<b>Total 2014</b>		<b>38,858.29</b>
2013	Property Tax Principal	32,551.99
	Weed Control Principal	2.00
	Fire Benefit Charge Principal	6,694.00
<b>Total 2013</b>		<b>39,247.99</b>
2012	Property Tax Principal	30,191.38
	Drainage District Principal	338.25
	Weed Control Principal	2.00
	Fire Benefit Charge Principal	6,651.92
<b>Total 2012</b>		<b>37,183.55</b>
2011	Property Tax Principal	30,118.33
	Weed Control Principal	2.00
	Fire Benefit Charge Principal	6,212.03
<b>Total 2011</b>		<b>36,332.36</b>
2010	Property Tax Principal	27,446.03
	Drainage District Principal	313.13

Receipts		
Date	Number	Amount Applied
04/30/2015	<a href="#">8332951</a>	19,442.45
10/22/2014	<a href="#">7870631</a>	19,429.15
04/22/2014	<a href="#">7576091</a>	19,429.14
10/30/2013	<a href="#">7410558</a>	19,624.00
04/24/2013	<a href="#">7018970</a>	19,623.99
10/23/2012	<a href="#">6681655</a>	18,591.78
04/24/2012	<a href="#">6434995</a>	18,591.77
11/01/2011	<a href="#">6235065</a>	18,166.18
04/25/2011	<a href="#">5805594</a>	18,166.18
10/25/2010	<a href="#">5502577</a>	16,909.50
04/26/2010	<a href="#">5251408</a>	16,909.50
10/19/2009	<a href="#">4870803</a>	15,647.56
04/21/2009	<a href="#">4592854</a>	15,647.55
10/29/2008	<a href="#">4435611</a>	14,862.80
04/24/2008	<a href="#">4066528</a>	14,862.79
10/23/2007	<a href="#">3717848</a>	9,763.26
04/26/2007	<a href="#">3556258</a>	9,763.25
11/02/2006	<a href="#">3293086</a>	8,951.50
05/03/2006	<a href="#">3042267</a>	8,951.50
10/25/2005	<a href="#">2669594</a>	8,959.07
03/29/2005	<a href="#">2246633</a>	8,959.06
10/13/2004	<a href="#">1991134</a>	8,555.11

**Assessor-Treasurer** electronic Property Information Profile

**Land Characteristics for 4495400451**

08/05/2015 03:16 PM



<b>Property Details</b> <b>Parcel Number:</b> 4495400451 <b>Site Address:</b> 242 STEWART RD SE <b>Account Type:</b> Real Property <b>Category:</b> Land and Improvements <b>Use Code:</b> 3400-FAB METAL PRODUCTS		<b>Taxpayer Details</b> <b>Taxpayer Name:</b> BEATTY CLIFFORD M & SHARON R <b>Mailing Address:</b> 216 27TH AVE NW GIG HARBOR WA 98335-7809	
<b>Location:</b> <b>LEA:</b> 2054 <b>RTSQQ:</b> 04-20-01-32		<b>Size</b> <b>SF:</b> 156,332 <b>Acres:</b> 3.59 <b>Front Ft:</b> 253	
<b>Amenities</b> <b>WF Type:</b> n/a <b>View Quality:</b> n/a <b>Street Type:</b> Paved		<b>Utilities</b> <b>Electric:</b> Power Installed <b>Sewer:</b> Sewer/Septic Installed <b>Water:</b> Water Installed	

**Warning:** Appraisal data provided is for informational purposes only and is incomplete for determination of value.

**I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes.** Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

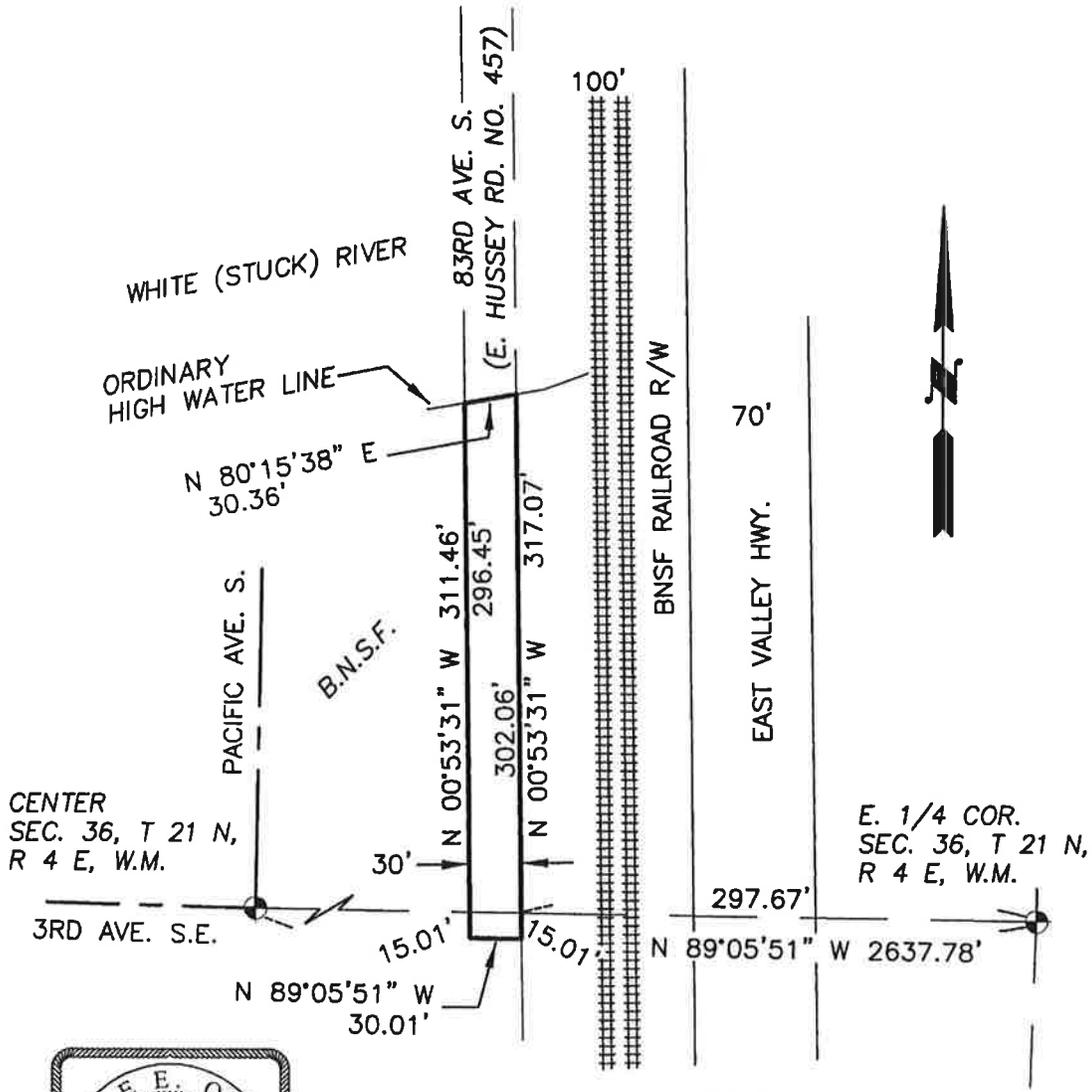
**Pierce County Assessor-Treasurer**  
**Mike Lonergan**  
 2401 South 35th St Room 142  
 Tacoma, Washington 98409  
 (253)798-6111 or Fax (253)798-3142  
[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

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# EXHIBIT DRAWING



AREA  
9,428 SQ. FT.  
0.22 ACRES

## LEGEND

-  MONUMENT
-  RAIL ROAD TRACKS



SADLER BARNARD & ASSOC., INC.  
717 W. STEWART, PUYALLUP, WA 98371  
253-848-5170

Legal Description:

That portion of East Hussey Road No. 457 (83<sup>rd</sup> Ave. S.), being a 30.00 foot wide road established in 1899, lying south of the ordinary high water mark along the southerly side of the Stuck River and north of the south line of the southeast quarter of the northeast quarter of Section 36, Township 21, Range 4 East of the Willamette Meridian;

Together with the west 30.00 feet of that portion of said East Hussey Road No. 457 lying within the northeast quarter of the southeast quarter of Section 36, Township 21, Range 4 East of the Willamette Meridian;





Agenda Bill No. 15-288

**TO:** Mayor Guier and City Council Members

**FROM:** Public Works

**MEETING DATE:** October 5, 2015

**SUBJECT:** Vacation of a portion of the Stewart Road Right-of-Way near the intersection of Stewart and Valentine

---

**ATTACHMENTS:**

- Resolution No. 2015-288
- Balhar Ghuman petition for right-of-way vacation
- Exhibit "A", a drawing depicting the right-of-way proposed for vacation
- Exhibit "B", a legal description depicting the right-of-way proposed for vacation

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

**Summary:** As part of the Stewart Road widening project, two parcels of real estate at the southeasterly corner of Stewart Road and Valentine Avenue were purchased for right-of-way. Only a portion of the properties were required for right-of-way purposes. The balance of the property is surplus.

The owner of the properties at the southeasterly corner of Stewart Road and Valentine Avenue, have petitioned the City to vacate 5,353.80 square feet of the Stewart Road right-of-way.

**Recommended Action:** Staff recommends Council approve Resolution No. 2015-288.

**Motion for Consideration:** "I move to approve Resolution No. 2015-288, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING A PUBLIC HEARING FOR NOVEMBER 23, 2015, AT 6:30 PM, ON THE VACATION OF A PORTION OF STEWART ROAD."

**Budget Impact:** There is no cost associated with this measure as the Developer will bear all appraisal and recording costs. The City will receive compensation for property not required for public purposes

**Alternatives:** None recommended.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2015-288**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING A PUBLIC HEARING FOR NOVEMBER 23, 2015, ON THE VACATION OF A PORTION OF STEWART ROAD RIGHT OF WAY AT THE SOUTHEAST CORNER OF STEWART ROAD AND VALENTINE AVENUE SOUTHEAST.

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**WHEREAS**, the City of Pacific is the owner of real property located at XXX Stewart Road SE and 202 Stewart Road SE, located at the corner of Stewart Road SE and Valentine Avenue SE, particularly known as Pierce County tax parcels number 0420013046 and 0420013045, respectively, and consisting of 0.094 and 0.188 acres, respectively; and

**WHEREAS**, the City of Pacific purchased the listed properties for the purposes of widening Stewart Road, only a portion of which is required for the roadway project; and

**WHEREAS**, Balhar Ghuman who owns the property abutting a certain portion of Stewart Road located South of Stewart Road and east of Valentine Avenue SE, has filed a petition for vacation of said portion of the referenced parcels; and

**WHEREAS**, it is in the best interest of the City to declare a portion of these parcels as surplus property; and

**WHEREAS**, the sale of this property can facilitate commercial development in the Stewart Road corridor; and

**WHEREAS**, attached is Exhibit "A", a drawing depicting the parcels / right-of-way proposed for vacation; and

**WHEREAS**, attached is Exhibit "B", a legal description depicting the parcels / right-of-way proposed for vacation; and

**WHEREAS**, attached is Exhibit "C", the petition filed by Balhar Ghuman; and

**WHEREAS**, RCW 39.33 calls for a public hearing to seek input on the proposal to surplus said property;

**WHEREAS**, under PMC 13.16.040, the time set for hearing shall not be more than 60 days nor less than 20 days after the date of passage of this Resolution; and

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

**Section 1.** Pursuant to a petition filed by Balhar Ghuman to vacate a portion of Stewart Road, the City Council sets Monday, November 23, 2015 at 6:30 P.M. or soon after 6:30 PM at Pacific City Hall, 100 3rd Avenue SE, Washington, for a public hearing on the petition.

**Section 2.** The City Administrator and staff are directed to reserve a portion of the partials as required to provide adequate right-of-way for the widening of Stewart Road prior to disposing of or vacating a portion of the parcels.

**Section 3.** The City Clerk is authorized to distribute notices of said hearing as provided under PMC 13.16.040.

**Section 4.** This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF PACIFIC

---

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

---

CAROL MORRIS, CITY ATTORNEY

RECEIVED  
CITY OF PACIFIC  
VAC-15-001  
AUG 25 2015  
COMMUNITY DEVELOPMENT  
PUBLIC WORKS DEPARTMENT



**City of Pacific**  
100 3<sup>rd</sup> Avenue SE  
Pacific, WA 98047  
Telephone: (253)929-1110  
Fax: (253)887-9910

**PETITION FOR THE VACATION OF A PUBLIC RIGHT-OF-WAY**

TO: Community Development Department, City of Pacific,  
100 - 3rd Avenue SE, Pacific, WA 98047

We, the undersigned, being the owners according to the records of the Pierce \_\_\_\_\_  
County Auditor of the property described in Exhibit A (legal description and map), attached hereto and by  
this reference incorporated herein, petition the City Council of the City of Pacific, Washington to vacate  
the portion of the public right-of-way known as 8<sup>th</sup> Street ROW \_\_\_\_\_  
described in Exhibit B, attached hereto and by this reference incorporated herein, in accordance with  
Chapter 13.16 Pacific Municipal Code, which we have read.

This petition is accompanied by:

- (1) \$500 application fee, \$1,500 deposit to be applied to engineering fee and any additional costs incurred;
- (2) A survey;
- (3) An explanation of why the public right-of-way sought to be vacated is no longer of public benefit;
- (4) A legal description of the public right-of-way proposed to be vacated;
- (5) A vicinity map showing the general area of the public right-of-way proposed to be vacated; and
- (6) A map prepared by a professional land surveyor, registered in the State of Washington, indicating the specific parcels abutting the public right-of-way proposed to be vacated.
- (7) Fee Obligation Form signed by owner/applicant.

An appraisal of the subject property by a licensed appraiser will be obtained by the City and is also required to be paid by the applicant(s). In accordance with city regulations and State Statutes the property owner is required to pay the full appraised value of the land prior to street vacation. The payment of the assessed valuation shall be accomplished prior to formal Council Ordinance adoption.

This petition may consist of more than one page. Each person signing this petition consents to the filing of other pages to be considered as part of a single petition. Each signature shall be executed in ink.

**PETITIONERS' SIGNATURES**

Petitioners' Representative: Mike Baily – LDG Architects \_\_\_\_\_  
Address / Phone Number: 6525 15<sup>th</sup> Ave NW Seattle WA 98007 206 283 4764 \_\_\_\_\_

No.	Date	Printed/Typed Name	Signature	Address or Legal Description	Parcel No.
1	8-25-15	Balhar Ghuman	<i>Balhar Ghuman</i>	1151 Valentine ave se	042001-3052 042001-3053 042001-3054
2					
3					
4					

Each person who signs this petition with any other than his true name, or knowingly signs more than one of these petition,

or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. RCW 35A.01.040.

## PROCEDURES

### 1. Petition/Application

- a. Petition/Application forms are provided by the City of Pacific \_\_\_\_\_ office.
- b. A vacation may be initiated by a Petition signed by the owners of more than two-thirds of the lineal frontage of the property abutting the street or alley to be vacated, or in the case of an easement, more than two-thirds of the property underlying the portion of the easement to be vacated. If any Petitioner is purchasing abutting or underlying property under a real estate contract, the seller of that property must also sign the vacation Petition.
- c. The Petition must contain a statement of why the proposed vacation is in the public interest or for a public purpose.
- d. The Petition must contain a statement explaining how no property will be denied direct access as a result of the vacation.
- e. The Petition must contain a legal description of the street, alley, or easement to be vacated; together with a statement certifying the validity of the legal description, signed by a licensed surveyor or registered engineer. In the event that the Pacific City \_\_\_\_\_ Department determines that they can adequately consider the Petition without a full legal description, they may defer this requirement until after the Council has rendered its decision on the Petition; however, in no event shall a vacation be final until the requirements of this subsection have been met.
- f. Each Petitioner must provide proof of ownership. An affidavit, title report, copy of a deed of conveyance, or tax statement must be submitted for each signature as evidence of ownership. Any proof of ownership must contain a legal description of the property owned by the Petitioner.

### 2. Valuation:

Unless an abutting property owner objects, compensation as required under RCW 35.79.030 shall be established based on the County Assessor's assessed value of all abutting property. This compensation shall be determined as follows:

- a. The Pierce/King County Assessor's assessed value for each lot adjacent to the proposed vacation shall be divided by the number of square feet in that lot in order to obtain a "value per square foot" for each adjacent lot;

- b. The "value per square foot" for each adjacent lot shall be added together and divided by the total number of adjacent lots in order to obtain an average price per square foot for all adjacent property; and
- c. The compensation required of each abutting property owner shall consist of the average price per square foot obtained under subsection 2, above, multiplied by the number of square feet each abutting property owner will be receiving through the property vacation.

The valuation required under this section shall be prepared under the direction of the City \_\_\_\_\_. Any costs of the valuation, including time spent by the City staff in preparing or assisting with preparing the valuation, shall be borne by the Petitioner(s). The valuation shall be documented, complete, and added to the Petition before a vacation will be considered final. In the event a Petitioner or abutting property owner objects to the calculation of compensation under this section, the compensation required under RCW 35.79.030 shall be established as required under section 3, below.

### 3. Appraisals:

Determination of appraised value shall be made by appraisal of the portion of the street, alley, or easement to be vacated with value determination based on highest and best use. The appraisal shall be prepared at the discretion of the City \_\_\_\_\_. Any easement or other public rights retained by the City or dedicated to the City shall be considered in the appraisal. The appraisal cost shall be borne by the applicant. The appraisal must be complete and added to the Petition before a vacation will be considered final.

### 4. Fees:

All fees and costs required by Pacific Municipal Code \_\_\_\_\_, resolution of the Pacific City Council, or these written procedures must be paid before the Pacific City Council will set a date to hear the Petition.

### 5. Maps:

Each Petition must be accompanied by a scale map showing the street, alley, easement, or part thereof, to be vacated, and showing all properties with subdivisions, blocks, lots, and specifying open and unopened rights-of-way in the vicinity of the proposed vacation.

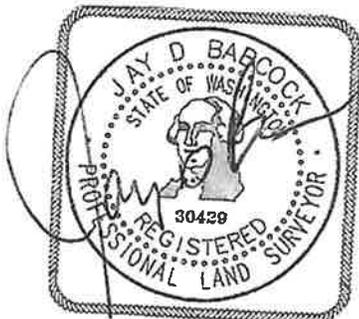
August 24, 2015

## LEGAL DESCRIPTION – RIGHT OF WAY PURCHASE

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W. M., CITY OF PACIFIC, PIERCE COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF REVISED PARCEL "A" OF BOUNDARY LINE REVISION AS RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 9210070421; THENCE NORTH  $88^{\circ} 25' 31''$  WEST ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 265.40 FEET TO A POINT WHICH LIES 43.50 FEET RIGHT OF HIGHWAY ENGINEERS STATION 1052+24.24 AS SHOWN ON THE "A" LINE ALIGNMENT OF THE PLANS FOR VALENTINE AVE. S.E. ( 136<sup>th</sup> AVE. E. ), SAID PLANS BEING ON FILE WITH THE CITY OF PACIFIC; THENCE NORTH  $46^{\circ} 34' 12''$  EAST 29.70 FEET TO A POINT 52.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH  $88^{\circ} 25' 31''$  EAST PARALLEL WITH SAID NORTH LINE 244.49 FEET TO THE INTERSECTION OF THE EAST LINE OF THE AFOREMENTIONED REVISED PARCEL "A", EXTENDED NORTHERLY; THENCE SOUTH  $01^{\circ} 47' 58''$  WEST 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5353.80 SQUARE FEET.



8/24/15

# LEGAL DESCRIPTION EXHIBIT

CENTER OF SECTION 1

NORTH LINE OF THE S.W. 1/4 OF SECTION 1.

8th STREET EAST

1053 - 00

1052 - 00

1051 - 00

S 88°25'31" E  
2182.02'

STA: 1052+97.99  
OFFSET: 43.30 R

STA: 1052+45.32  
OFFSET: 64.42 R

244.49' S 88°25'31" E

52.00'

PROPOSED RIGHT OF WAY

DESCRIBED PARCEL

265.40' N 88°25'31" W

EXISTING RIGHT OF WAY

STA: 1052+24.24  
OFFSET: 43.50 R

NE CORNER OF REVISED PARCEL "A"

REVISED PARCEL "A"

21.00'  
S 01°47'58" W

VALENTINE AVENUE S.F.



SCALE 1" = 50'



8/24/15

## Olympic Surveying LLC

Land Surveying  
Project Management  
Land Planning

19512 94th Street East  
Bonney Lake, Washington 98391  
PH (206) 396-2022



Agenda Bill No. 15-137

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** October 5, 2015  
**SUBJECT:** Stewart Road Change Order 9 – Stewart Road Utility Conflicts

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**ATTACHMENTS:**

- Resolution 2015-289
- Change Order Proposal

---

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

**Summary:** The City of Pacific Council previously authorized expenditures in the amount of \$2,941,126.61 with ICON Materials for Stewart Road / Thornton Avenue Improvements Project, Bid No. TR0903 for roadway reconstruction per plans and specifications developed by Skillings Connolly. The City of Pacific has authorized Change Order No. 1 – 8 in the amount of \$183,068.56 increasing the contract to \$3,124,195.17.

The construction of the multi-purpose trail on the northerly side of the trail is a necessary component of the TIB funded project. The City previously had Federal Funding for this component which was rescinded when the project failed under the last administration. The City has some of the required funding to complete the trail. TIB will contribute partial funding for this component if it is completed under the Stewart Road contract.

City staff have developed plans and specifications and solicited a proposal from the ICON Materials, the Stewart Road Project contractor. The proposal for the work is less than the current engineers estimate.

The required contractor change will increase the cost of construction by approximately \$223,761.53, increasing the contract amount to \$3,347,956.70.

**Recommended Action:** Staff recommends Council approve Resolution No. 2015-289.

**Motion for Consideration:** “I move to approve Resolution No. 2015-289, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 9 TO THE STEWART ROAD / THORNTON AVENUE IMPROVEMENT PROJECT, INCREASING THE CONTRACT AMOUNT BY \$223,761.53.”

**Budget Impact:** \$223,761.53. A portion of these costs will be paid from the TIB Grant

**Alternatives:** None.

**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 2015 - 289**

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING CHANGE ORDER NO. 9 TO THE STEWART ROAD / THORNTON AVENUE IMPROVEMENT PROJECT, INCREASING THE CONTRACT AMOUNT BY \$223,761.53.

**WHEREAS**, the City of Pacific Council previously authorized expenditures in the amount of \$2,941,126.61 with ICON Materials for Stewart Road / Thornton Avenue Improvements Project, Bid No. TR0903 for roadway reconstruction per plans and specifications developed by Skillings Connolly; and

**WHEREAS**, the City of Pacific authorized Change Order No. 1 for Stormwater Pond Fencing Modifications in the amount of \$8,335.96 increasing the contract to \$2,949,462.57;

**WHEREAS**, the City of Pacific authorized Change Order No. 2 for Utility Conflict Resolutions in the estimated amount of \$ 49,500.00 increasing the contract to \$2,998,962.57;

**WHEREAS**, the City of Pacific authorized Change Order No. 3 for Water Line Modifications in the amount of \$16,543.40 increasing the contract to \$3,015,505.97;

**WHEREAS**, the City of Pacific authorized Change Order No. 4 for Traffic Signal Modifications in the amount of \$78,805.19 increasing the contract to \$3,094,311.16;

**WHEREAS**, the City of Pacific authorized Change Order No. 5 for Street Light Modifications in the amount of \$5,051.08 increasing the contract to \$3,099,362.24;

**WHEREAS**, the City of Pacific authorized Change Order No. 6 for Roadway Structural Embankment in the amount of \$27,658.75 decreasing the contract to \$3,071,703.49;

**WHEREAS**, the City of Pacific authorized Change Order No. 7 for Bollard Changes in the amount of \$515.22 increasing the contract to \$3,072,218.71;

**WHEREAS**, the City of Pacific authorized Change Order No. 8 for Stormwater Outfall and Power Line Crossing Changes in the amount of \$51,976.59 increasing the contract to \$3,124,195.30;

**WHEREAS**, the construction of numerous components of the project were impeded by the franchise utilities in the corridor requiring the contractor to revise the schedule on multiple occasion and perform construction out of sequence reducing efficiencies. The proposed contractor change will increase the cost of construction by approximately \$223,761.53;

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

**Section 1.** The Pacific City Council hereby authorizes Change Order No. 9 to the Stewart Road/Thornton Avenue Improvement Project, which will increase expenditures with ICON Materials for the added work required to facilitate the construction and relocation of franchise utilities during the construction of the road improvement project, resulting in in cost increase of approximately \$223,761.53, increasing the contract amount to \$3,347,956.70.

**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 13<sup>th</sup> DAY OF OCTOBER, 2015.

CITY OF PACIFIC

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

# Change Order 9

<b>Project Number:</b>	TA0903	<b>KPG Project Number:</b>	14057
<b>Project Name:</b>	Stewart Rd. SE & Thornton Ave SW Improvements		
<b>Change Order Number:</b>	009 – Utility Relocation Costs		
<b>Prime Contractor:</b>	Icon Materials		

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

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

Original Contract Amount \$2,941,126.61
Current Contract Amount \$3,123,912.42
Estimated Net Change This Order \$223,761.53
Estimated Contract Total After Change \$3,347,673.95

Original Contract Duration 225 working days
Current Contract Duration 241 working days
Additional Contract Days This Order +57 working days
Proposed Contract Duration 298 working days

<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  Resident Engineer – Daniel Clark 9.23.15 Date	<input type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  Contractor – Icon Materials 9/23/15 Date
<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  Project Owner – City of Pacific 9/23/15 Date	<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved  Project Owner – City of Pacific 9/23/15 Date

**Background:**

Per Special Provisions 1-07.17 states the following utilities will be relocated, replaced or constructed prior to contract execution, PSE Gas, PSE Power and Century Link. The named utilities did not have the utility relocation completed prior to contract execution therefore utility coordination took place during the life of the project. However, there were impacts to ICON's schedule and loss production rate that occurred.

**Description of Change:**

This change order compensates ICON for the impacts to coordinate the above utilities and delay issues that occurred as a result. This change encompasses ICON's extended overhead for the added days to the contract, utility coordination, mobilization and remobilization for equipment, watermain production loss attributed to performing work out of sequence and additional dewatering and support as a result of these impacts. ICON's original request for compensation was \$324,078.56. Through negotiations with the City of Pacific and ICON, both parties agreed to the amount of \$223,761.53. A detailed schedule analysis was performed for the delay impacts as well as an extensive analysis of ICON's loss production rate. Per WSDOT specification 1-04.4: When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of the Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1.04.6. This change order compensates ICON for all over/underruns in the Contract of this qualifying adjustment stated above.

**Working Days:**

This will add 57 additional days to the contract.

JK comment - Add the following to the above: An oral change order and extension of time was provided on [DATE]. ICON minimized interference and delay as directed.

**Measurement and Payment**

**SUMMARY OF QUANTITIES**

Item no.	BI Description		Unit	QTY	Total Cost
CO-009.1	Lump Sum amount for Utility Relocation		LS	1.00	\$223,761.53
Subtotal					\$205,819.29
Tax @ 9.4%					\$16,919.62
Total					\$223,761.53

**Stewart Road / Thornton Ave Improvements Project  
Cost Analysis Utility Relocation Delay**

	Quantity		UM	Unit Direct Cost		Total Direct Cost		Unit Price Markup %		Total Price		Delta	Markup %		Comments			
	ICON	Pacific		ICON	Pacific	ICON	Pacific	ICON	Pacific	ICON	Pacific		ICON	Pacific				
Extended Overhead	1	1	LS			\$ 115,137.85	\$ 108,384.04			\$ 30,039.47	\$ 16,257.61	\$ 145,177.32	\$ 124,641.65	\$ 20,535.67	26.09%	15%	ICON percent markup on requests shows 26.09% but in fact percent is 26.642% which adds approximately \$600	
Project Staff	57	57	day	\$ 1,597.39	\$ 1,617.61	\$ 91,051.23	\$ 92,203.91											
Project Staff	57	57	days	\$ 1,597.39	\$ 1,617.61	\$ 91,051.23	\$ 92,203.91											
Project Manager	513	484.5	hours	\$ 54.83	\$ 54.83	\$ 28,127.79	\$ 26,565.14							\$ (1,152.68)			Where does 9 hour a day come from? = \$57.00 a day. KPG = 8 hours a day	
Project Engineer (.5)	513	484.5	hours	\$ 40.47	\$ 40.47	\$ 10,980.56	\$ 9,803.86										408 hours divided by .5 as in ICON's original submittal Where does 456 hours come from- is it 8 hours a day or 9 hours a day?; 51 days x 8 hours a day = 408 hours; Pay 2.1 for pickup as union operator foreman Operator is union Operator is union	
Pickup Bare Rate (3.1)	456	484.5	hours	\$ 11.00	\$ 11.00	\$ 15,549.60	\$ 11,191.95											
Operator General Foreman (.1)	513	484.5	hours	\$ 69.99	\$ 66.40	\$ 3,590.49	\$ 3,217.08											
Operator Foreman	513	484.5	hours	\$ 67.61	\$ 65.47	\$ 34,683.93	\$ 31,720.22											
Yard Rental	1	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00											
Yard Rental	3	3	Mo/day	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00											Yard mark up based on 51 days
ICON Home Office Overhead	1	0	LS	\$ 7,906.49		\$ 7,906.49								\$ 7,906.49			Eichley Formula Calculation: City will need detailed backup information for Total Company Revenue, Total Home Office Overhead, and Allocable Overhead	
Transportation Systems	1	1	LS	\$ 8,680.13	\$ 8,680.13	\$ 8,680.13	\$ 8,680.13											Backup does not match project days or ICON's days? Inefficiencies on this work not caused by city. ICON responsibility for scheduling subcontractor
Mob/Remob	1	0	LS			\$ 4,306.08	\$ 4,306.08	\$ 1,043.36	\$ 645.91	\$ 5,348.44	\$ 4,951.99	\$ 397.45	24.23%	15%				
Mobilization - Lowboy 3 ea/dy, 4dy	12	0	ea	\$ 358.84		\$ 4,306.08	\$ 4,306.08											
Lowboy	32	0	Hr	\$ 80.00		\$ 2,560.00	\$ 2,560.00											
Lowboy Driver	32	0	Hr	\$ 54.57		\$ 1,746.24	\$ 1,746.24											
Utility Coordination	1		LS			\$ 24,615.47	\$ 13,176.15	\$ 6,848.10	\$ 1,976.42	\$ 31,463.57	\$ 15,152.57	\$ 16,306.00	27.80%	15%				
Project Staff	109	0	Day	\$ 225.83		\$ 24,615.47	\$ 24,615.47											
Project Staff (2.00 PH/DY, 27.25 DY)	109	0	Day	\$ 225.83		\$ 24,615.47	\$ 24,615.47											
Pickup - Bare Rate (1.5)	218	0	hours	\$ 11.00		\$ 3,597.00	\$ 3,597.00											
Project Engineer (.5)	245.25	0	hours	\$ 40.47		\$ 4,962.63	\$ 4,962.63											
Operator Foreman	245.25	0	hours	\$ 65.47		\$ 16,056.52	\$ 16,056.52											
Equipment Standby	1	0	LS			\$ 11,404.55	\$ 11,404.55	\$ 2,394.96	\$ 1,710.68	\$ 13,799.51	\$ 13,115.23	\$ 684.27	21.00%	15%				
Equipment Standby	1	1	LS	\$ 11,404.55	\$ 11,404.55	\$ 11,404.55	\$ 11,404.55											
Other Impact	1		LS			\$ 80,183.71	\$ 41,702.47	\$ 19,155.89	\$ 6,255.37	\$ 99,339.59	\$ 47,957.84	\$ 51,381.75	23.89%	15%				
Watermain Loss Attributed to Performing work out of sequence	0.35	0	LS	\$ 76,491.79		\$ 26,772.13	\$ 31,642.00	\$ 6,395.86	\$ 4,746.30	\$ 33,167.99	\$ 36,388.30	\$ (3,220.31)	23.89%	15%				
Pipe Productivity Impacts Due to Schedule Pushing	1	0	LS			\$ 33,288.50	\$ 33,288.50	\$ 7,952.62		\$ 41,241.12		\$ 41,241.12	23.89%	15%				
Pipe Productivity Reduction (1.25 DY/DY, 8.00 DY)	10	0	Day	\$ 3,328.85		\$ 33,288.50	\$ 33,288.50											
JD 330LC Excavator (35Mton)	64	0	hours	\$ 120.00		\$ 7,680.00	\$ 7,680.00											
CAT 320CL (21M ton)	64	0	Hours	\$ 90.00		\$ 5,760.00	\$ 5,760.00											
Hoepak for JD 120	0.36	0	MO	\$ 1,600.00		\$ 576.00	\$ 576.00											
CAT 966D/F & JD 744 Loader (5.5 CY)	64	0	hours	\$ 52.50		\$ 3,360.00	\$ 3,360.00											
Excavator (L) 75-120K	64	0	Hours	\$ 61.65		\$ 3,945.60	\$ 3,945.60											
Excavator (M) 50-75K	64	0	hours	\$ 61.65		\$ 3,945.60	\$ 3,945.60											
Loader (M) 6-8 CY	64	0	hours	\$ 62.22		\$ 3,982.08	\$ 3,982.08											
Operator Foreman	64	0	hours	\$ 63.02		\$ 4,033.28	\$ 4,033.28											
Additional Dewatering and Support	1	0	LS	\$ 20,123.08	\$ 10,060.47	\$ 20,123.08	\$ 10,060.47	\$ 4,807.40	\$ 1,509.07	\$ 24,930.48	\$ 11,569.54	\$ 13,360.94	23.89%	15%				
Additional Dewatering and Support ( 0.17 LS/DY, 6.00 DY)	1	0.5	LS	\$ 20,123.08		\$ 20,123.08	\$ 10,060.47											
CAT 320CL Excavator (21M Ton)	60	30	HR	\$ 90.00	\$ 90.00	\$ 5,400.00	\$ 2,700.00											
Generator 25KW	60	30	HR	\$ 15.00	\$ 15.00	\$ 900.00	\$ 450.00											
3" Submersible Pump	0.27	0.135	Mo	\$ 702.00	\$ 702.00	\$ 189.54	\$ 94.77											
3" Trash Pump with Hoses	6	3	Day	\$ 70.00	\$ 70.00	\$ 420.00	\$ 210.00											
Excavator (M) 50-75K	60	30	hours	\$ 65.93	\$ 65.93	\$ 3,955.80	\$ 1,977.90											
Labor General (3)	60	30	hours	\$ 51.42	\$ 51.42	\$ 9,255.60	\$ 4,627.80											

ICON's Total Direct Cost	\$ 235,647.66	Pacific Total Direct Cost	\$ 178,973.29
ICON's Unit Price Markup %	\$ 59,476.77	Pacific Unit Price Markup	\$ 26,845.99
ICON's Total Price	\$ 295,124.43	Pacific Total Price	\$ 205,819.29
ICON Total Direct Cost	\$ 235,647.66	Pacific Total Direct Cost	\$ 178,973.29
ICON Total Bond	\$ 1,022.63 32%	Pacific Total Bond	\$ 1,022.63
ICON Total Overall Cost	\$ 236,670.29	Pacific Total Overall Cost	\$ 179,995.92
ICON Total Overhead	\$ -	Pacific Total Overhead	\$ -
ICON Total Profit	\$ 59,742.96 25.24%	Pacific Total Profit	\$ 26,845.99 Already Captured in Markup %
Total Bid - Level Tax:	\$ 27,862.89 9.40%	Total Bid Level Tax	\$ 16,919.62 9.40%
ICON Total Cost	\$ 324,276.14	Pacific Total Cost	\$ 223,761.53

Confusion is in markup total markup is \$59,476.77 based on markup percent. Than a different markup of 25.24% at \$59,742.96. Where is the extra \$266.19 coming from?

Delta \$ 100,514.61  
City of Pacific adding 51 days to contract duration time for a substantial completion date of September 7, 2015



Agenda Bill No. 15-138

**TO:** Mayor Guier and City Council Members

**FROM:** Public Works

**MEETING DATE:** October 5, 2015

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

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**ATTACHMENTS:** Resolution 2015 – 290

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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, 2016. Staff will provide a summary presentation on the changes and basis for the recommended increases at the October 19, 2015 council meeting

**Recommended Action:** Staff recommends Council approve Resolution No. 2015-290.

**Motion for Consideration:** I move to approve Resolution No. 2015 – 290, a resolution of the City of Pacific, Washington setting the time and place for a public hearing on October 26, 2015 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.

**Budget Impact:** The recommended utility rate increases proposed for 2106 provide a leveling effect to reduce future utility rate increase percentages.

**Alternatives:**

1. Amend the resolution to increase the water, sewer and stormwater utility rates by an alternate amount.
2. Do not increase the utility rates.

**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION. 2015-290**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON  
SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON OCTOBER  
26, 2015 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.**

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**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 comprehensive water, sewer and stormwater rate and cost of service study is a proposed 2016 work activity; and

**WHEREAS**, the results of the water, sewer and stormwater rate and cost of service study will forecast rates of these utilities over a five-year time horizon (2017-2021); and

**WHEREAS**, a 2% across the board water, stormwater and sewer rate increase is proposed for adoption beginning January 1, 2016 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 and determination on Monday, October 26, 2015, at the hour of 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 26<sup>TH</sup> DAY OF OCTOBER, 2015.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 15-139

**TO:** Mayor Guier and City Council Members

**FROM:** Richard Gould, City Administrator

**MEETING DATE:** October 5, 2015

**SUBJECT:** Traffic Safety School Fee Schedule Amendment and

Discussion regarding adding a fee for rental of the City Council Chambers.

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**ATTACHMENTS:**

- Resolution No. 2015-291
  - Amended Master Fee Schedule
- 

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

**Summary:** Ordinance 12-1820 was passed by the City Council on 2/2/12 and provides that a fee for Traffic Safety School shall be established by the City Council.

RCW 46.83.080 provides that the fees, including all assessment and other costs, for attending a traffic school established by a city shall not exceed the penalty for an unscheduled traffic infraction in Section 6.2 of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ), established by the supreme court pursuant to Section 46.63.110 RCW. That amount in the IRLJ is \$48.

The Master Fee Schedule needs to be amended to include a \$48 Traffic Safety School fee.

Additionally, at the September 28 meeting, a citizen requested the rental of the Council Chambers to hold a voters' forum on October 15. There is no rental fee listed in the fee schedule regarding the rental of the chambers. Council added a discussion of the possible addition of a fee to the Workshop on October 5.

**Recommended Action:** Discuss and decide if a fee for chamber rental should be added to the fee schedule and approve Resolution 2015-291 amending the Master Fee Schedule to add the Traffic Safety School fee.

**Motion for Consideration:**

**Budget Impact:**

**Alternatives:**

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2015 -291**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AMENDING  
THE MASTER FEE SCHEDULE TO INCLUDE A TRAFFIC SAFETY SCHOOL  
FEE.**

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**WHEREAS**, Section 3 of Ordinance 12-1820 passed by the City Council on February 2, 2012, provides that a fee for Traffic Safety School shall be established by the City Council; and

**WHEREAS**, Section 46.83.080 of the Revised Code of Washington (RCW) provides that the fees, including all assessment and other costs, for attending a traffic school established by a city shall not exceed the penalty for an unscheduled traffic infraction in Section 6.2 of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ), established by the supreme court pursuant to Section 46.63.110 RCW; and

**WHEREAS**, Section 6.2 of the IRLJ establishes the penalty for an unscheduled traffic infraction as \$48;

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

**Section 1.** The Master Fee Schedule is hereby amended to include a \$48 Traffic Safety School fee as described in Attachment A.

**Section 2** This resolution shall take effect and be in full force upon passage and signature hereon.

PASSED BY THE CITY COUNCIL this 13<sup>th</sup> day of October 2015.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY

**RESOLUTION NO. 2015-291  
EXHIBIT A**

**CITY OF PACIFIC FEE SCHEDULE  
October 13, 2015**

**I. ADMINISTRATION**

**A. Copying Public Records (no charge to elected officials)**

1	Per Page Copy Charge	\$0.15
2	Color Copy Charge Per Page	\$0.25
3	Double Sided Copies Per Side	\$0.15
4	Certification of One page Document	\$5.00
	Each Additional Page	\$1.00
	Each Additional Seal	\$2.00
5	Per Tape / CD Copy of Meeting Minutes	\$11.50
6	Postage	actual rate
7	Mailing Container/Envelope	actual cost
8	Mileage	IRS rate
9	Scanned Documents for Public Records	\$0.15
	Requests to be emailed - per page	
10	Police Case Reports Requested by Victims	\$0.00
11	Case Reports Requested by Non-Victims	\$10.00
12	Fingerprinting Cards, Up to 2	\$20.00
	Each Additional Card	\$5.00
13	Collision Report	\$7.00
14	DVD Copy of In Car Police Services	\$11.50
15	Off Duty Rate for Police Services	\$62.00
16	Credit Card Convenience Fee - Pacific Court	\$3.50
17	Traffic Safety School Fee	\$48.00
<del>17</del> 18	CD of Court Proceeding	\$10.00
<del>18</del> 19	Court fees for copies	
	Copy without seal per page	\$0.50
	Copy without seal electronic per page	\$0.25
	Copy to cd	\$20.00

**B. Miscellaneous Services**

1	Notary Services for non-City business	\$10.00
2	Faxing first page	\$3.00
	Each Additional Page	\$10.00
3	Lien Recording/Release Fee	\$173.00

**C. Dishonored Checks**

\$35.00

**D. Civil Service Test**

\$25.00

**E. Emergency Medical Reports**

\$0.00 - one year or less/victim  
\$5.00 - for others  
\$15.00 - After one year

**F. Landlord/Tenant Duplicate Utility Account Mailings**

\$3.00 a month

**G. Maps and Official Documents**

1	Comprehensive Plan	\$35.00
2	Public Works Development Guidelines	\$35.00
3	Sanitary Sewer Comprehensive Plan	\$35.00
4	Water Comprehensive Plan	\$35.00
5	Stormwater Comprehensive Plan	\$35.00
6	Zoning Code (Title 20)	\$35.00
7	Maps (11" X 17" or smaller)	\$3.00
8	Blueprint/Plotter Copies or Prints	\$2.00 / sq ft
9	Compact Disc Documents	\$20.00
10	Other, Misc., copies per page	\$.15/.25

**H. Business Licenses**

1	Businesses Located Inside City Limits	
	<u>Classification</u>	Annual Fee
	Home Occupation	\$50.00

	Religious, Charitable or Benevolent Societies or Organizations	\$10.00
	1 - 5 Employees	\$50.00
	6 - 12 Employees	\$75.00
	13-25 Employees	\$95.00
	26-50 Employees	\$105.00
	50+ Employees	\$150.00
2	Short Term Employment within City	\$75.00
3	Transient Merchants, Peddlers License	\$75.00
4	Amusement Devices	\$120.00
5	Games of Chance License	\$75.00
6	Outdoor Musical Entertainment	\$200.00
7	Businesses Located Outside City Limits	\$50.00

(Fees for New Business Licenses Issued During the Fourth Quarter will be 50% of Applicable Annual Fee)

**I. Alarm Fees**

1	Registration Fee (One Time Only)	\$25.00
2	Late Registration Fee	\$30.00
3	Appeal Hearing Fee	Actual cost plus 15% Administrative Fee
4	Late False Alarm Penalty	10% for every 30 days
5	Non-Registered Alarms	\$50.00
6	False Alarm Fees	
	a. First & Second Response	\$0.00
	b. Third & Fourth Response	\$100.00 each
	c. Fifth & Subsequent Responses	\$200.00 each

**II. COMMUNITY CENTER, EASTROOM, GYM & PARK RENTAL**

		IN CITY Pacific/Algona	OUT OF CITY	
<b>A. Deposit (Damage &amp; Key)</b>		\$250.00	\$250.00	
<b>B. Community Center (2 hour minimum)</b>				
1	Residents (Algona/Pacific)	\$20.00	\$25.00	per hour
2	Non-Profit (Designation Letter Required)	\$20.00	\$20.00	per hour
<b>C. Eastroom (2 hour minimum)</b>				
1	Residents	\$22.50	\$30.00	per hour
2	Use of Kitchen	\$25.00	\$30.00	per hour
3	Non-Profit (Designation Letter Required)	\$22.50	\$22.50	per hour
	No cooking allowed. Warming only. Microwave, oven, outlets for small appliances.			
<b>D. Gymnasium/Eastroom Combination (2 hour minimum)</b>				
1	Residents	\$45.00	\$50.00	per hour
2	Use of Kitchen (Warming)	\$25.00	\$30.00	per hour
3	Non-Profit (Designation Letter Required)	\$40.00	\$40.00	per hour
<b>E. Gymnasium (2 hour minimum)</b>				
1	Residents	\$25.00	\$30.00	per hour
2	Non-Profit (Designation Letter Required)	\$25.00	\$25.00	per hour
	Reservations require full payment for all hours renters will occupy building in addition to Damage/Key Deposit			
<b>F. Computer Lab</b>		\$20.00	\$30.00	per hour
<b>G. Commercial Kitchen (2 hour minimum)</b>				
1	Residents	\$40.00	\$60.00	per hour
2	Non-Profit (Designation Letter Required)	\$25.00	\$25.00	per hour
<b>H. Rec Center Full Facility (4 hour minimum)</b>		\$200.00	\$300.00	per hour
Facility Monitor	****(if required)	\$12.00	\$12.00	per hour
<b>I. Park Rentals</b>				
1	City Park Full Day = 10 a.m. - 8:30 p.m; 1/2 day = 10 a.m. - 3 p.m. or 3:30 p.m. - 8:30 p.m.	In City	Out of City	
	Fees (all Park fees are non-refundable)	Resident	Resident	
	a. Stage per day	\$35.00	\$50.00	
	b. Stage per 1/2 day	\$25.00	\$35.00	
	c. Group Picnic Site per day	\$45.00	\$60.00	

	d. Group Picnic Site per half day		\$30.00	\$35.00	
	e. Rescheduling Fee		\$15.00	\$20.00	
	f. Baseball field/hour		\$15.00	\$25.00	
	g. Cabana		\$60.00	\$80.00	
	h. Cabana per half day		\$35.00	\$45.00	
	i. Basketball Court/hour		\$15.00	\$25.00	
2	All Major Park Facilities*		\$350.00	\$500.00	Per day
3	Centennial Park				
	a. Baseball field/hour		\$15.00	\$25.00	
	b. All Park Facilities*	\$15.00	\$200.00	\$300.00	Per day
4	Rhubarb Park				
	a. Basketball Court/hour		\$15.00	\$25.00	
	b. All Park Facilities*	\$15.00	\$200.00	\$300.00	Per day
	*Public access granted to restrooms and non-reserved areas.				
	* Deposit Against Clean-up/Damage Fees (if Required)				\$250.00
	All clean-up fees will be billed at the rate of \$50 per hour.				

### III. VEHICLES AND TRAFFIC

#### A. Overload Permit

<u>Pounds above Legal</u>	<u>Per Day</u>	<u>30 Day</u>	<u>1-Year</u>
1 - 11,999	\$25.00	\$50.00	\$100
12,000 - 23,999	\$35.00	\$75.00	\$150
24,000 - 35,999	\$50.00	\$100.00	\$200
36,000 - 79,999	\$75.00	\$150.00	\$250
80,000 or more	\$100.00	\$200.00	\$400

#### B. Overload Permit Administration Fee

\$50.00

### IV. STREETS AND SIDEWALKS

#### A. Right-of-Way Use Permit

1	Application/Permit Fee	\$350.00
2	One Year Street Obstruction Bond	\$10,000.00
3	Residential	<b>\$75.00</b>

#### B. Street and Alley Vacations

1	Non - Refundable Administration and Application Fee	\$500.00
2	Deposit for Professional Services	\$1,500.00
3	Appraised Value of property immediately adjacent to vacated property at time of said vacation.	

### V. WATER AND SEWER CONNECTION FEES

#### A. Sewer Facility Charge

<u>User Category</u>	<u>New Connection Charge</u>
1 In City Limits	\$2,000.00
2 Outside City Limits	\$3,000.00

The number of ERUs for purposes of calculating a new connection charge for non residential accounts pursuant to this section shall be based on the King County Non-Residential Sewer Use Certification worksheet, as it currently exists or as amended in the future.

#### B. Sewer Installation Inspection

\$150.00

#### C. Design, Installation and Repair of Disposal Systems

1	Permits	
	a. Single-Family Residence	\$50.00
	b. For Each Permit	\$50.00

#### D. Water Meter Installation (with Transmitter)

1	Installation (meter drop only)	
	Meter Size	
	5/8" to 3/4"	\$400.00
	1"	\$450.00
	1 1/2 "	\$650.00
	2"	\$850.00
	full meter installation (tap, setter, meter)	Time and Materials
2	Capital Improvement Charge*	

a. In City Limits	\$5,000.00
b. Outside City Limits	\$6,000.00
*see PMC Ordinance 1523 for commercial equivalents	

**E. Unauthorized Connections**

1	Unauthorized Meter Turn-on	\$100.00
2	Unauthorized Meter Tampering	\$100.00

**F. Delinquent Premises**

1	Shutoff Service Order (for Meter turn off)	\$20.00	During Regular Business Hours
		\$100.00	After Regular Business Hours
2	Re-instatement Service Order (for Meter turn on)	\$20.00	During Regular Business Hours
		\$100.00	After Regular Business Hours
3	Customer Requested Shutoff/Turn-on (Repairs)	No Charge	During Regular Business Hours
These charges are due when service order issued to Public Works Crew.			

**G. Account setup fee**

\$10.00

**H. Fire Hydrant Use Permit**

1	Meter deposit (refundable)	\$900.00
2	Rental charge	\$25.00 per week (min. 2 week rental)
3	Consumption charge	Commercial water rates ( \$5 minimum usage charge)

**VI. BUILDING, GRADE AND FILL, SIGN, AND RELATED PERMITS**

**A. Building Permit Fee**

1	Plan Review	65% of permit fee*
*As established in the most current City adopted version of the International Building Code (IBC)		
2	Building Permit	Fees as set by IBC
As established in the most current City adopted version of the International Building Code IBC		
3	Fees for Working without Permit	Double permit fee \$100 Minimum
4	Consultant Review/Deposit	\$75.00 per hour

**B. Demolition /Relocation**

1	Relocation on same property	\$200.00 plus 15% admin fee
2	Relocation to another property	\$500.00 plus 15% admin fee
3	Demolition Permit	\$150.00 plus 15% admin fee

**C. Fill and Grade Permit**

Fees as set by IBC PLUS Time & Administration charges identified in Section VIII (A and B)

As established in the most current City adopted version of the International Building Code

**D. Plumbing Permit**

Per UPC

As established in the most current City adopted version of the Uniform Plumbing Code

**E. Mechanical Permit**

Per IMC

As established in the most current City adopted version of the International Mechanical Code(IMC)

**F. Other Inspections**

1	Outside of normal business hours	\$250.00 **
2	Re-inspection	\$100.00
3	Inspections for which no fee is specifically indicated	\$75.00

\*\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include: supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

**G. Sign Application Fee**

\$125.00 Plus 15% Administrative Fee

**H. V.R.F.A. Review/Inspection Fees**

As adopted by VRFA Board

**I. Bldg. Permit Fee - Fire Sprinkler System**

\$150.00 Plus 15% Administrative Fee

**J. Bldg. Permit Fee - Exhaust Hoods**

\$50.00 Plus 15% Administrative Fee

**VII MANUFACTURED HOMES**

**A. Permits**

1	Application to place home on property	Fee based upon the value of structure per schedule established by IBC) PLUS 15% Administrative Fee
2	Staff site review	\$60.00

**B. Temporary Office Trailer Permit Fee (New/Renewal)** \$ 200.00 Plus 15% Administrative Fee

**VIII. PLANNING AND ENGINEERING FEES**

<b>A. Hourly Planning fee</b>	City staff	\$60.00 Plus 15% administration fee
	Consultant	Actual cost plus 15% administration fee
<b>B. Hourly Engineering / Inspection Fee</b>	City staff	\$60.00 Plus 15% administration fee
	Consultant	Actual cost plus 15% administration fee
<b>C. Site Posting - Proposed Land Action</b>		\$150.00 Per posting (1st Sign) \$50.00 Per additional sign
<b>D. Site Posting - Wetland Buffer Boundary Sign</b>		\$15.00
<b>E. Publication</b>		Actual cost plus 15% administration fee
	minimum \$100	
<b>F. Hearing Examiner</b>		Actual cost plus 15% administration fee
<b>G. Legal Cost</b>		Actual cost plus 15% administration fee
<b>H. Pre-application Meeting</b>		\$ 500.00
<b>I. Boundary Line Adjustment</b>		\$ 750.00 Plus Time and Materials
<b>J. Preliminary Short Plat</b>		\$ 750.00 Plus Time and Materials
<b>K. Final Short Plat</b>		\$ 500.00 Plus Time and Materials
<b>L. Preliminary Plat</b>		\$ 1,000.00 Plus Time and Materials
<b>M. Preliminary Plat (Revision)</b>		\$ 500.00 Plus Time and Materials
<b>N. Final Plat</b>		\$ 500.00 Plus Time and Materials
<b>O. Site Development Permit (SEPA Related)</b>		\$ 1,000.00 Plus Time and Materials
<b>P. Site Development Permit (Non-SEPA)</b>		\$ 500.00 Plus Time and Materials
<b>Q. Variance (all except individual single-family residence)</b>		\$ 1,000.00 Plus Time and Materials
<b>R. Variance (individual single-family residence only)</b>		\$ 350.00 Plus Time and Materials
<b>S. Conditional Use Permit</b>		\$ 750.00 Plus Time and Materials
<b>T. Conditional Use Permit Modification</b>		\$ 300.00 Plus Time and Materials
<b>U. Rezone</b>		\$ 600.00 Plus Time and Materials
<b>V. Planned Unit Development or Revision</b>		\$ 1,000.00 Plus Time and Materials
<b>W. SEPA Fees (Threshold Determination; DNS MDNS, DS)</b>		\$ 400.00 Plus Time and Materials
<b>X. Environmental Impact Statement (EIS)</b>		\$ 500.00 Plus Time and Materials
	plus Actual Cost of Consultant Prep. plus 15% admin charge	
<b>Y. Shoreline Substantial Development/ Exemption</b>		\$ 300.00 Plus Time and Materials
<b>Z. Appeal of Decision (Director and/or Building Official)</b>		\$ 1,000.00 Plus Time and Materials
<b>AA. Comprehensive Plan Amendment</b>		\$ 1,000.00 Plus Time and Materials
<b>BB. Professional Services Refundable Deposit</b>		\$ 2,000.00
<b>CC. ADU Fee</b>		Same as Site Development Permit Fee

**IX. FIRE DEPARTMENT PERMIT AND FEES**

THESE SERVICES ARE PROVIDED BY THE VALLEY REGIONAL FIRE AUTHORITY WHICH SERVES THE CITY OF PACIFIC.

**X ANIMAL LICENSING & CONTROL FEES**

<b>A. Juvenile dogs – eight weeks through six months</b>		No Fee
<b>B. Adult dogs – seven months or older:</b>		
	Altered	\$30.00
	Unaltered	\$90.00
<b>C. Juvenile cats – eight weeks through six months</b>		No Fee
<b>D. Adult cats – seven months or older:</b>		
	Altered	\$30.00
	Unaltered	\$90.00
<b>E. Life Time Pet License for Altered Pets of Seniors 65+ . One time fee, if previously paid to King County, no charge</b>		

(a) Dogs:

	Altered	\$20.00
(b)	Cats:	
	Altered	\$15.00
	In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/ neuter procedure would be harmful to the animal.	
<b>F</b>	<b>Exotic animal – Owner’s license</b>	\$100.00
<b>G</b>	<b>Impound fees:</b>	
	Livestock	\$100.00
<b>H</b>	<b>Re-inspection Fee</b>	\$75.00
<b>I</b>	<b>Replacement tag fee</b>	\$5.00
<b>J</b>	<b>Permit for potentially dangerous dog</b>	\$250.00
<b>K</b>	<b>Annual renewal of permit for potentially dangerous dog</b>	\$75.00
<b>L</b>	<b>Permit for dangerous dog</b>	\$500.00
<b>M</b>	<b>Annual renewal of permit for dangerous dog</b>	\$100.00
<b>N</b>	<b>Animal Shelter Fees.</b> These fees shall be set annually by the animal control operations board and shall be based on comparables as well as actual costs associated with professional services. The animal control operations board shall provide each participating city with a copy of these fees. The “animal control operations board” means the operations board of the governing entity of the animal control authority, as established by the interlocal agreement.	
	A. Adoption Fees. Adoption fee shall include an animal license, spaying/neutering of the animal and a microchip	
	B. Spay/Neuter Deposit. Fee charged to a new owner if the animal is too young to be altered. The deposit is refunded upon providing proof of alteration within 120 days of adoption.	\$50.00
	C. Owner Drop Off Fee. Fee charged to an owner who surrenders their animal to animal control for adoption.	\$35.00
	D. Owner Euthanasia Fee. Fee charged to an owner who surrenders their animal to animal control for euthanization.	\$35.00
	E. Boarding Fee: Fee charged to an owner per day for costs associated with boarding an animal that has been impounded or taken into protective custody.	\$10.00
	F. Impound Fees	
	Dogs/cats/small animals	\$35.00
	Second impound within any 12-month period	\$75.00
	Third or more impound within any 12-month period	\$100.00
<b>O</b>	<b>Checks – Any person who issues a check for which funds are insufficient (NSF) will be assessed a fee of \$40.00. In addition, any license(s) or penalties paid with such checks will be invalid. Additional costs incurred by the city in collecting NSF checks shall be considered a cost of abatement and will be the personal obligation of the animal owner and will be subject to civil litigation.</b>	
<b>P.</b>	<b>License Late Fee</b>	
	31-60 days	\$20.00
	61+ days	\$30.00
<b>Q</b>	<b>Appeal Fee for Director's Appeal</b>	\$25.00
<b>R.</b>	<b>Appeal Fee for Hearing Examiner's Appeal</b>	\$250.00
<b>S.</b>	<b>Service Animals and Guide Dogs</b>	No Fee
<b>T.</b>	<b>Kennel License Fee</b>	\$75.00



Agenda Bill No. 15-140

**TO:** Mayor Guier and City Council Members  
**FROM:** Richard A. Gould, City Administrator  
**MEETING DATE:** October 13, 2015  
**SUBJECT:** A Resolution setting the Public Hearing for consideration of the 2016 revenue sources and to set the proposed Ad Valorem tax levies.

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**ATTACHMENTS:**

- Resolution No. 2015-292

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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 Retreat on October 19<sup>th</sup> the City Staff will discuss optional revenue sources such as a property tax levy increase, local transportation benefit district fees and/or additional investment interest instruments.

Staff will also describe the methodology used to prepare the preliminary budget revenue amounts for 2015. 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. 2015-292 setting a public hearing on October 26, 2015, 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. 2015 -292**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON**, setting the time and place for a public hearing on October 26, 2015 at 6:30 PM in the City of Pacific Council Chambers to take public testimony regarding consideration of the 2016 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 26, 2015, 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 2016 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 13<sup>th</sup> day of October, 2015.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 15-141

**TO:** Mayor Guier and City Council Members  
**FROM:** Richard A. Gould, City Administrator  
**MEETING DATE:** October 5, 2015  
**SUBJECT:** A Resolution setting the date for public hearings to receive public input on the City of Pacific's final budget for 2016.

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**ATTACHMENTS:**

- Resolution No. 2015-293

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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 2016 City of Pacific budget. The dates of the hearings are October 26 and November 9, 2015, 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. 2015-293, setting two public hearings on October 26, 2015 at approximately 6:30 p.m. and November 9, 2015, at approximately 6:30 p.m., to receive public testimony regarding the City of Pacific's final budget for 2016.

**Budget Impact:** Cost of publication, approximately \$220.00

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2015 -293**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON**, relating to the City's final budget for 2016, setting the time and place for public hearings and to take public testimony on the same for October 26, 2015 at 6:30 PM and November 9, 2015 at 6:30 PM in the City of Pacific Council Chambers.

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**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 2016 are hereby set for Monday, October 26, 2015 at 6:30 PM and November 9, 2015 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. Any taxpayer may appear at these hearings and be heard for or against any part of the budget.

Section 2. The preliminary budget for 2016 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 13<sup>th</sup> day of October, 2015.

CITY OF PACIFIC

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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