



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

January 19, 2015
Tuesday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- (3) **4. PUBLIC HEARING** – Regarding the formation of a Transportation Benefit District in the City of Pacific.
- (6) **5. COUNCIL APPLICANT INTERVIEWS**
- 6. DISCUSSION ITEMS**
- (26) **A. AB 16-007: Resolution No. 2016-309:** Authorizing the execution of a Release and Covenant Not to Sue with Robinson Noble, Inc. (10 min.)
(Carol Morris)
- (33) **B. AB 16-008: Resolution No. 2016-310:** Authorizing the execution of an amendment to the agreement with Carol Morris of Morris Law, P.C. (10 min.)
(Mayor Guier)
- (38) **C. AB 16-009: Resolution No. 2016-311:** Authorizing the execution of an Agreement with Pathways Community Corrections for probation services. (10 min.)
(Kelly Rydberg)
- (53) **D. AB 16-010: DISCUSSION:** Proposed revisions to Pacific Municipal Code Chapter 20.70, Landscaping. (10 min.)
(Jack Dodge)
- (81) **E. AB 15-172: Resolution No. 2015-308:** Authorizing the execution of an agreement with RH2 Engineering, Inc. for water system hydraulic modeling. (10 min.)
(Lance Newkirk)
- (102) **F. AB 16-011: Resolution No. 2015-312:** Setting Monday, February 1, 2016 at approximately 6:30 p.m. as the date and time for a Public Hearing to receive public testimony regarding alteration of the speed limit on West Valley Highway. (10 min.)
(Lance Newkirk)

- (105) **G. AB 16-012: Ordinance No. 2016-1924:** Altering the speed limit on West Valley Highway from 25 MPH to 35 MPH in accordance with the recommendations and findings of Transpo Group’s engineering and traffic investigation. (10 min.)
(Lance Newkirk)
- (124) **H. AB 16-013: Resolution 2016-313:** Authorizing the Mayor to sign a release of easement for Sanitary Sewer Mains and Appurtenances granted to the City located at 1565 Valentine Avenue SE. (10 min.)
(Lance Newkirk)

AND

- (132) **Resolution No. 2016-314:** Authorizing the Mayor to execute and accept a water and sanitary sewer utilities easement for sanitary sewer mains, water mains, and appurtenances granted to the City from Night Train, LLC on property located at 1565 Valentine Avenue SE. (10 min.)
(Lance Newkirk)

7. 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 or by contacting the City Clerk’s office at (253) 929-1105.



Agenda Bill No. 16-015

TO: Mayor Guier and City Council Members
FROM: City Administrator
MEETING DATE: January 19, 2016
SUBJECT: Public Hearing for the formation of a Transportation Benefit District

ATTACHMENTS:

- **List of Transportation Benefit Districts in Washington**

Previous Council Review Date: January 21, 2014, December 28, 2015

Summary: The City has been trying to develop alternatives to fund the construction of needed transportation improvements and road maintenance throughout the City. The formation of Transportation Benefit District (TBD) provides for local revenue to fund local transportation needs. The formation of a TBD requires this Public Hearing to receive public input on the formation of the TBD.

Recommendation/Action:

Motion for Consideration: .

Budget Impact:

Alternatives: The Public Hearing is required to form a Transportation Benefit District. Until a Hearing is held, a TBD cannot be formed.



Updated August 4, 2015

List of Known Transportation Benefit Districts in Washington State

You may sort the districts by name, county, year of establishment, or funding mechanism using the drop-down sort buttons in row 7.

Jurisdiction	County	Year Established	Funding Mechanism	Notes
Aberdeen	Grays Harbor	2013	Sales Tax, 0.13%	
Airway Heights	Spokane	2013	Sales Tax, 0.2%	
Anacortes	Skagit	2014	Vehicle License Fee, \$20	
Arlington	Snohomish	2013	Sales Tax, 0.2%	
Auburn	King/Pierce	2011	Unfunded	\$59 million bond measure failed in 2012 election
Bainbridge Island	Kitsap	2012	Vehicle License Fee, \$20	
Battle Ground	Clark	2014	Vehicle License Fee, \$20	
Bellingham	Whatcom	2010	Sales Tax, 0.2%	
Bothell	King/Snohomish	2015	Unfunded	
Bremerton	Kitsap	2009	Vehicle License Fee, \$20	\$30 vehicle fee failed in Nov. 2009 election
Buckley	Pierce	2012	Vehicle License Fee, \$20	
Burien	King	2009	Vehicle License Fee, \$10	\$30 vehicle fee failed in Nov. 2009 election
Carbonado	Pierce	2012	Vehicle License Fee, \$20	
Castle Rock	Cowlitz	2012	Sales Tax, 0.2%	
Clarkston	Asotin	2014	Vehicle License Fee, \$20	
Covington	King	2013	Unfunded	0.2% sales tax failed in Nov. 2013 and April 2015 elections
Dayton	Columbia	2014	Sales Tax, 0.2%	
Des Moines	King	2008	Vehicle License Fee, \$20	
DuPont	Pierce	2013	Vehicle License Fee, \$20	
East Wenatchee	Douglas	2012	Vehicle License Fee, \$20	
Eatonville	Pierce	2012	Vehicle License Fee, \$20	
Edgewood	Pierce	2013	Vehicle License Fee, \$20	
Edmonds	Snohomish	2008	Vehicle License Fee, \$20	\$40 vehicle license fee increase failed in Nov. 2010 election
Electric City	Grant	2012	Vehicle License Fee, \$20	
Enumclaw	King	2013	Vehicle License Fee, \$20	
Everett	Snohomish	2014	Vehicle License Fee, \$20	
Ferndale	Whatcom	2011	Sales Tax, 0.2%	
Friday Harbor	San Juan	2014	Sales Tax, 0.2%	
Grandview	Yakima	2011	Vehicle License Fee, \$20	
Kalama	Cowlitz	2012	Vehicle License Fee, \$20	
Kelso	Cowlitz	2012	Vehicle License Fee, \$20	
Kenmore	King	2012	Vehicle License Fee, \$20	
King County	King	2014	Unfunded	\$60 vehicle license fee failed in April 2014 election
Kirkland	King	2014	Unfunded	
Kittitas	Kittitas	2012	Vehicle License Fee, \$20	
Lake Forest Park	King	2008	Vehicle License Fee, \$20	
Lakewood	Pierce	2012	Vehicle License Fee, \$20	
Leavenworth	Chelan	2010	Sales Tax, 0.2%	

Liberty Lake	Spokane	2002	Unknown	Formed under old legislation
Lynden	Whatcom	2012	Sales Tax, 0.2%	
Lynnwood	Snohomish	2010	Vehicle License Fee, \$20	
Mabton	Yakima	2011	Vehicle License Fee, \$20	
Maple Valley	King	2012	Vehicle License Fee, \$20	
Marysville	Snohomish	2013	Sales Tax, 0.2%	
Mercer Island	King	2014	Vehicle License Fee, \$20	
Monroe	Snohomish	2012	Sales Tax, 0.2%	
Mountlake Terrace	Snohomish	2011	Vehicle License Fee, \$20	
North Bend	King	2011	Sales Tax, 0.2%	
Olympia	Thurston	2008	Vehicle License Fee, \$20	
Orting	Pierce	2011	Vehicle License Fee, \$20	
Othello	Adams	2012	Unfunded	
Point Roberts	Whatcom	1992	Border Area Fuel Tax	Formed under old legislation
Prosser	Benton	2009	Vehicle License Fee, \$20	
Ridgefield	Clark	2008	Unfunded	0.2% sales tax repealed in 2012, replaced by a 0.2% sales and use tax incre:
Roy	Pierce	2014	Vehicle License Fee, \$20	
Royal City	Grant	2012	Vehicle License Fee, \$20	
Seattle	King	2010	Vehicle License Fee, \$80	Voted \$60 fee failed in 2011, passed in Nov. 2014 election
Sedro-Woolley	Skagit	2014	Vehicle License Fee, \$20	
Sequim	Clallam	2008	Sales Tax, 0.2%	Sales and use tax narrowly failed in 2008, passed in 2009 election
Shoreline	King	2009	Vehicle License Fee, \$20	
Snohomish	Snohomish	2010	Sales Tax, 0.2%	
Snohomish County (unincorporated)	Snohomish	2011	Unfunded	
Snoqualmie	King	2010	Vehicle License Fee, \$20	
Soap Lake	Grant	2013	Vehicle License Fee, \$20	
Spokane	Spokane	2011	Vehicle License Fee, \$20	
Stanwood	Snohomish	2012	Sales Tax, 0.2%	
Tacoma	Pierce	2012	Vehicle License Fee, \$20	
Toppenish	Yakima	2012	Vehicle License Fee, \$20	
Tumwater	Thurston	2014	Sales Tax, 0.2%	
University Place	Pierce	2009	Vehicle License Fee, \$20	
Waitsburg	Walla Walla	2012	Sales Tax, 0.1%	
Walla Walla	Walla Walla	2011	Sales Tax, 0.2%	
Wapato	Yakima	2012	Vehicle License Fee, \$20	
Wenatchee	Chelan	2011	Vehicle License Fee, \$20	
Wilkeson	Pierce	2014	Vehicle License Fee, \$20	
Zillah	Yakima	2011	Vehicle License Fee, \$20	



Agenda Bill No. 16-016

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk/Personnel Manager
MEETING DATE: January 19, 2016
SUBJECT: City Council Vacancy Applicant Interviews

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: Tren Walker's resignation from City Council has left a vacancy. The city solicited applications for the vacant position with a submittal deadline of January 14, 2016, at 5:00 p.m.

The City received 6 applications from the following applicants:

- Maria Abrejera
- Eddie Aubrey
- Howard Erickson
- Stacey Jackson
- Justin Newlun
- Angela Zold

Council will be interviewing the applicants at the workshop on January 19 with appointment occurring on January 25.

Recommended Action:

Motion for Consideration:

Budget Impact:

Alternatives:



AUG 11 2015

CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

APPLICATION FOR BOARD/COMMISSION/COMMITTEE POSITION

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

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

NAME: MARIA ABREJERA DATE: 8/31/2015

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]

 WORK PHONE: [REDACTED]

CITY RESIDENT? YES NO HOW LONG? 13 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):

AUBURN SCHOOL DISTRICT 915 4TH STREET NE AUBURN, WA 98002

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

- > UNIVERSITY OF WASHINGTON - COMPLETED TWO YEARS OF COLLEGE/BACHELOR OF ARTS + GOLDEN
- > KENT-MERIDIAN HIGH SCHOOL - COMPLETED HIGH SCHOOL DIPLOMA

PROFESSIONAL EXPERIENCE:

- > CURRENTLY AUBURN SCHOOL DISTRICT PARA EDUCATOR
- > STRONG BACKGROUND WITH NON-PROFIT ORGANIZATION AS AN EXECUTIVE BOARD FOR FIVE YEARS
- > STRONG RETAIL MANAGEMENT/LEADERSHIP FOR 15+ YEARS

ORGANIZATION AFFILIATIONS:

- > ILAKU PTA EXECUTIVE BOARD FOR 5 1/2 YEARS
- > AUBURN COUNCIL PTA EXECUTIVE BOARD FOR 4 YEARS
- > 2014-2015 CITIZENS-AD HOC COMMITTEE/FACILITATOR FOR AUBURN SCHOOL DISTRICT
- > 2014-2015 AUBURN SCHOOL DISTRICT GOLDEN STAR VOLUNTEER AWARD

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

THE OPPORTUNITY AND PRIVILEGE TO SERVE THE CITIZENS OF PACIFIC

GENERAL REMARKS:

PLEASE FEEL FREE TO CONTACT ME IF FURTHER BACKGROUND IS NEEDED

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

[Signature]
SIGNATURE



CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

AUG 1 2015

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

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

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

NAME: EDDIE J. AUBREY DATE: 8-31-15

ADDRESS: [REDACTED] HOME PHONE [REDACTED]

PACIFIC, WA 98047 WORK PHONE:

CITY RESIDENT? YES NO HOW LONG? 3 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):

(SEE RESUME)

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

(SEE RESUME)

PROFESSIONAL EXPERIENCE:

(SEE RESUME)

ORGANIZATION AFFILIATIONS:

(SEE RESUME)

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

(SEE COVER LETTER ATTACHED)

GENERAL REMARKS:

(SEE COVER LETTER ATTACHED)

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

Eddie J. Aubrey
SIGNATURE

Eddie J. Aubrey, J.D.



August 31, 2015

City of Pacific City Council and community members:

I am excited to submit this letter to express my desire, qualifications, education, and experience to fill the vacancy as City Council Member. I have dedicated 35 years in public service to making a difference and adding value to the public. As I transition from Chief Prosecuting Attorney into my own private practice law firm, I bring a strong breath of experience from the legal and judicial arena, litigation and all aspects of trial practice, TORT experience, analytical skills, risk management for a State agency, law enforcement knowledge and experience, arbitration and mediation, executive and administrative skills, and State legislature experience to this position.

My relevant experiences from 35 years of serving the public (including 18 years admitted to WSBA) as a Prosecuting Attorney for the King County and Renton Prosecutor's Office, Chief Prosecutor for Renton Prosecutor's Office, Judge (pro tem) for 3 judiciaries, TORT experience from the Attorney General's Office, Independent Reviewer (Police Auditor) for the City of Fresno California, Director and Risk Manager for the Public Safety Department of Tacoma Community College (TCC), Police Union Delegate, and as a Police Officer for the Santa Monica and Los Angeles Police Departments, have prepared me well for city governance.

My experience working with legislative bodies along with my skills and practice as an attorney within government practice will further enhance the Council and the community of Pacific. Such experience includes interacting with the City Council, Mayor and City Manager, while working as an Independent Reviewer in Fresno, California for over 1 ½ years; interacting with various department heads and the President's executive staff while a Director and Risk Manager at Tacoma Community College for over 4 years and managing a multi-million dollar budget and a staff of up to 37 employees; interacting with various State and local (government and non-government) agencies while successfully leading a supplemental budget request that netted 1.7 million dollars for State community colleges in 2008; and my overall interaction with Prosecuting Attorneys, City Attorney's, Judges, community advocates for economic justice, international governments to establish judicial democracy in Central Europe.

Over my career in law and justice, I have also worked closely with community members and college students concerning issues of major concern such as: fostering a climate of multicultural understanding between various cultures and groups with differing perspectives; collaboratively working with WFSE and WPEA employee and supervisory unions; and facilitating public forums with various student body groups concerning issues of parking, traffic flow, campus safety/security, and ADA access on campus.

My wife and I purchased a home in Pacific nearly 3 years ago and I am a US Citizen. I am excited to provide my skills and experience to benefit all citizens living in the City of Pacific as well as continuing a partnership with other local governments and businesses as a City Council Member in Pacific.

Sincerely,

Eddie J. Aubrey



Eddie J. Aubrey



Objective Pacific City Council Member

- Experience**
- Deputy Prosecutor/Chief Prosecutor (King County/Renton City Attorney) 1996-05, 11-Current
Prosecution of felony and misdemeanor crimes, Chief Prosecuting Attorney (Renton) supervising 3 other prosecutors and directing the work of legal staff, conducts jury trials, writes and argues legal issues before various levels of courts (Municipal, Superior, and Court of Appeals), participates in various specialty courts (Drug Court, Treatment Court, Mental Health Court, Juvenile Court), provides legal advice to various stakeholders and negotiates various civil and criminal matters, special prosecutor for narcotics task force.
- Director of Independent Review-OIR (Fresno, CA.) 2009-11
Served as the first Independent Reviewer of the newly formed OIR overseeing the 900 sworn and civilian members of the Fresno Police Department. Enhanced public trust and strengthen community-police relations as a neutral, civilian third-party review of police policies, procedures, strategies, complaint and internal investigations. Audited and reviewed officer use of force and officer involved shootings. Provided recommendations as well as make policy and procedure recommendations to the City Manager, City Council, and Police Department executive staff.
- Judge, *pro tem* (King County District, Kent & Auburn Municipal Courts) 2001-04, 08-09, 12-Current
Acts as a Judge, *pro tem*, and presiding over criminal jury trials, bench trials, traffic infraction hearings, traffic accident hearings, parking citation hearings, mitigations, arraignments, pre-trial conferences, Adjudication by Mail, domestic violence reviews and trials, reviews and sentencing, jail calendars, Protection Order hearings, quash warrants, and other criminal motion and civil hearings. Lorem ipsum dolor
- Director (Tacoma Community College) 2005-09
Director of the Public Safety, Custodial, and Risk Management Departments. Directed the work of 37 employees and supervisors as well as represent the College concerning risk management issues. I worked closely with Human Resources and interacted with 3 different bargaining units concerning management and employee concerns.
- Police Officer III/Agent (Los Angeles Police and Santa Monica Police Departments) 1980-94
Performed patrol duties, arrested offenders and completed reports, supervisor of the 911 center, Training Officer, DARE officer, DRE Expert, conducted town hall meetings after the Rodney King incident, EOCC member, and received 37 commendations for service.



Education

Juris Doctorate (Seattle University School of Law)

1994-96

Bachelor of Arts-Management (University of Phoenix)

1990-94

Affiliations

Washington Executive Leadership Academy

Washington State Bar Association

King County Bar Association

National Association of Civilian Oversight of Law Enforcement

Leading from the Middle Seminar

Leading from the Edge Seminar

Seattle Diversity Council

John Stanford Public Service Academy

Intermediate, Advanced Police Officer Certificates Supervision School

Trial Advocacy-National District Attorney Association

Department of Justice Training-Gangs

Department of Justice Training-Drug Enforcement

Certified POST Basic, Intermediate, Advanced Police Officer Certificates Tacoma-Pierce Chamber

of Commerce Leadership Academy Spanish-Immersion School Guatemala

Fraud and Identity Theft Training

Supervision School



CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

AUG 17 2015

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: Howard G Erickson DATE: 8-31-15

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]

WORK PHONE: _____

CITY RESIDENT? YES NO HOW LONG? 55 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):

[REDACTED]

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

1 thru 12 Auburn High

PROFESSIONAL EXPERIENCE:

Owner of Erickson Glass 25 yrs
Mason City of Pacific 12 yrs
Public Works Director 20 months

ORGANIZATION AFFILIATIONS:

Former Board of Trustees Auburn Eagles #7298

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

I believe I can help City accomplish goals + operation

GENERAL REMARKS:

I am experienced + no most of working of City
Government.

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

Howard G Erickson
SIGNATURE



CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

JAN 11 2016

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CITY OF PACIFIC

JAN 11 2016

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

PLEASE PRINT

I WOULD LIKE TO APPLY FOR:

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

NAME: Mr. Steven Jackson SR

DATE: _____

ADDRESS: [REDACTED]

HOME PHONE: [REDACTED]

Pacific, WASH 98047

WORK PHONE: [REDACTED]

CITY RESIDENT? YES NO HOW LONG? 8 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):

Westin Hotel [REDACTED] Seattle, WASH 98101

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

Nathan Hale 1983

PROFESSIONAL EXPERIENCE:

Shop steward for 5 yrs at the Westin Hotel

ORGANIZATION AFFILIATIONS:

Local # 8 Union

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

I love helping people. We need another strong voice.

GENERAL REMARKS:

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

Mr. Steven Jackson SR
SIGNATURE



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JAN 04 2016

CITY CLERK
PERSONNEL MANAGER

CITY OF PACIFIC
100 3RD AVE SE
PACIFIC, WA 98047

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: Justin Bryant Newlin DATE: 12/30/15

ADDRESS: [REDACTED] HOME PHONE: [REDACTED]

Pacific WA 98047 WORK PHONE: [REDACTED]

CITY RESIDENT? YES NO HOW LONG? 3 REGISTERED VOTER? YES NO
(YOU ARE A RESIDENT IF YOU RESIDE WITHIN THE PACIFIC CITY LIMITS)

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

Erickson Refrigeration - Commercial Refrigeration

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

Resume is Attached

PROFESSIONAL EXPERIENCE:

Resume is attached

ORGANIZATION AFFILIATIONS:

City of Pacific Planning Commission

NOTE A RESUME MAY BE ATTACHED IF DESIRED

WHY ARE YOU SEEKING APPOINTMENT?

My Family has been a part of the city since 1988 I feel like I could be an asset to the community

GENERAL REMARKS:

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF PACIFIC CITY CLERK
100 3RD AVE SE
PACIFIC, WA 98047

Justin B Newlin
SIGNATURE



Justin B.Newlun

Objective

Seeking a position that will benefit from my Management and customer service experience, positive interaction skills where my 14 year of experience can improve the customer satisfaction

Experience

2015-Current Erickson Commercial Refrigeration Auburn, Wa

Office Administrator

- Schedule and supervise Technician.
- Daily, monthly, and yearly Finance reports.
- Maintain EPA standards logs amongst company.
- Aid in Account Receivable.

2008-2015 Pacific/Algona post office Pacific, Wa

Postmaster

- Organize and supervise activities such as the processing of incoming and outgoing mail.
- Daily, monthly, and yearly Finance reports
- Prepare and submit detailed and summary reports of post office activities to designated supervisors.

2002-2015 O2 Properties Auburn, Wa

Onsite Property Manager

- Collected rent.
- Contracts with tenants by negotiating leases; collecting security deposit.
- Maintains property by investigating and resolving tenant complaints; enforcing rules of occupancy; inspecting vacant units and completing repairs; planning renovations.

2003-2008 Adesa Seattle Auburn, WA

Production Manager

- Determining quality control standards.
- Supervising and managing body shop, parts department, condition report writers.
- Vehicle estimating.
- Customer Service with General Motors, Chrysler, Subaru, Mitsubishi, and multiple wholesale and retail Vehicle sales lots.

2001-2003 Clubhouse Bar and Grill Federal Way, Wa

Kitchen Manager

- Ordering and maintaining all inventory and equipment
- Trained and developed crew members
- Ensured the quality and safety of food
- Coordinate efforts of the front end with the kitchen

Education

- 2015 Rockwell Institute Bellevue, Wa
 - Real Estate Licensing course
- 2009 DOL Adult family home License course Olympia, WA
 - Adult family home management certification
- 2003 Clover park Technical College Lakewood, WA
 - I-Car Certification
- 2001-2002 Highline Community College Des Moines, Wa
 - Early Childhood education major
- 1998-2001 Black River High School Renton, WA
 - High School Diploma
 - John Hannon Award
 - Washington State/Seattle Times/Renton S.D. Student of the year

Additional

- City of Pacific Planning Commissioner 2015-2020
- Uk Elite Coaching staff
- 2012 Auburn Youth Sports Y8 Soccer Coach
- Pacific Partnership nonprofit 501c event staff
- Discovery House for Battered women and children

References

Available upon request

ATTN: Amy Stevenson-Ness

100 3rd Ave. SE. Pacific, WA 98047

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AUG 31 2015
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PERSONNEL MANAGER

RECEIVED
CITY OF PACIFIC
JAN 08 2016
CITY CLERK
PERSONNEL MANAGER

Application Regarding Vacant City Council Position

Angela Zold



City of Pacific

EMPLOYMENT APPLICATION AN EQUAL OPPORTUNITY EMPLOYER

It is our policy to comply fully with all federal, state and local equal employment opportunity laws. This organization provides equal employment and advancement opportunities for all persons regardless of race, creed, sex, national origin, age, religion, disability, marital status, sexual orientation or any other classification protected by law.

Employees of this organization are selected in order to accomplish the legal and operational duties established by statute and by the policy choices of the organization's elected officials. Each employee is expected to conduct him / herself in a manner which reflects favorably upon the organization and recognize that our employees are subject to additional public scrutiny in their public and personal lives.

PLEASE PRINT IN INK

NAME (As it appears on Social Security Card / Work Permit Card)		Last <i>ZOLD</i>		First <i>ANGELA</i>		M.I. <i>C</i>	
SOCIAL SECURITY NUMBER		[REDACTED]					
ADDRESS		[REDACTED]					
CITY, STATE, ZIP		<i>PACIFIC, WA 98047</i>					
HOME TELEPHONE		[REDACTED]		MESSAGE CONTACT Name _____ Area Code _____ Number _____			
DAYTIME TELEPHONE		[REDACTED]		ARE YOU AT LEAST 18 YEARS OLD? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
OTHER NAMES YOU HAVE USED:		<i>ANGELA C. STOFFER</i>					
POSITION APPLIED FOR:		<i>CITY COUNCIL</i>		SALARY REQUIREMENTS:		<i>\$ D.O.E.</i>	
REFERRED FOR THIS POSITION BY:		<i>AS POSTED ON THE CITY WEBSITE</i>		DATE AVAILABLE:		<i>9/7/15</i>	
HAVE YOU EVER BEEN EMPLOYED BY THIS ORGANIZATION? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				WHEN?		DEPARTMENT:	
SUPERVISOR:				REASON FOR LEAVING:			
HAVE YOU EVER BEEN CONVICTED OF A FELONY? A CONVICTION WILL NOT NECESSARILY DISQUALIFY AN APPLICANT FROM EMPLOYMENT <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If Yes, Give location, date, charge and disposition of case(s) on a separate page		IF APPLYING FOR A POSITION WHICH REQUIRES DRIVING A VEHICLE, PLEASE PROVIDE THE FOLLOWING INFORMATION: I HAVE A VALID DRIVER'S LICENSE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO D.L.# _____ STATE _____		CAN YOU, IF HIRED, SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

U.S. MILITARY SERVICE

If you have served in the U.S. Military, please provide the following information:

_____ Branch of Service _____

From: _____ To: _____
Dates Served Type of Discharge

EDUCATION / SKILLS

EDUCATIONAL LEVEL	NAME	CITY	STATE	CIRCLE YRS. COMPLETED	UNITS COMPLETED	DEGREE	MAJOR
HIGH SCHOOL	STELLACOOM HIGH	STELLACOOM,	WA	9 10 11 (12)			
COMMUNITY or JUNIOR COLL				1 2			
				1 2			
BUSINESS or TRADE SCHOOL	CLOVERPARK TECHNICAL	LAKESIDE,	WA	1 (2)		AA in APPLIED TECH.	INTERIOR DESIGN DRAFTING
COLLEGE or UNIVERSITY	PIERCE COLLEGE	LAKESIDE,	WA	1 (2) 3 4	90	-	ARTS & SCIENCES
				1 2 3 4			
				1 2 3 4			
GRADUATE SCHOOL							

COMPUTER SOFTWARE SKILLS

COMPUTER SOFTWARE	Name of Software	Your Proficiency With The Software		
Word Processing	MICROSOFT WORD	<input type="checkbox"/> Skilled	<input checked="" type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Spreadsheet	MICROSOFT EXCEL	<input checked="" type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Database	VARIOUS INDUSTRY SPECIFIC DATABASES	<input checked="" type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar
Other		<input type="checkbox"/> Skilled	<input type="checkbox"/> Competent	<input type="checkbox"/> Familiar

LICENSES / CERTIFICATIONS / ORGANIZATIONS

PROFESSIONAL LICENSES and CERTIFICATIONS (Job Related)	TYPES OF LICENSES and CERTIFICATES	DATE ISSUED	REGISTRATION NUMBER	STATE	EXPIRES MO/YR
	NAR	10/99		WA	06/16
	CPR/FIRST AID	3/15		WA	03/17

PROFESSIONAL, SCHOLASTIC and OTHER ORGANIZATIONS (Job Related)	NAME	DATE	NAME	DATE
Exclude memberships that indicate your race, religion, color, national origin, ancestry, sex, age, disability or veteran status				

JOB RELATED TRAINING

NAME OF COURSE	YEAR COMPLETED	NAME OF COURSE	YEAR COMPLETED

REFERENCES

NAME NORMA OWENS
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP PROJECT MANAGER MENTOR
[REDACTED] (No Relatives)

NAME Nanelite VANDELFORD
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP SUPERVISOR
[REDACTED]

NAME CAMILLE ROGERS
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP CO-WORKER
[REDACTED] (No Relatives)

NAME JEFF OR CHRIS RICKETS
ADDRESS [REDACTED]
CITY, STATE, ZIP [REDACTED]
DAYTIME PHONE [REDACTED]
RELATIONSHIP COMMUNITY MEMBER
[REDACTED] (No Relatives)

EMERGENCY CONTACT

NAME JAMES NELSON RELATIONSHIP SIGNIFICANT OTHER
ADDRESS [REDACTED] CITY, STATE, ZIP [REDACTED]
HOME PHONE [REDACTED] BUSINESS PHONE SAME

AUTHORIZATION AND AGREEMENT

I HEREBY AUTHORIZE YOU TO CONTACT: MY PRESENT EMPLOYER(S): YES NO
MY PAST EMPLOYERS: YES NO

As part of our normal procedure in processing applications, a routine inquiry will be made concerning your background. Former employers, school record offices and personal, school and employment references may be contacted by a consumer reporting agency to verify and obtain information concerning your background, qualifications, school and work records. You may be asked to sign another form authorizing the release of school records or to supply grade transcripts. Information gathered about your background and qualifications will be used to help make a fair employment decision. This information will only be available to those participating in this decision or those who process employment applications. As part of this investigation, a check of criminal records will also be conducted by a consumer reporting agency. This agency may keep and use information it supplies to us in this investigation for its own business purposes. Further information such as the name of the consumer reporting agency or the nature and scope of such inquiry, if one is made, is available to you upon written request. You will also be given a separate disclosure and authorization to review and sign concerning any reports prepared about your background for us by a consumer reporting agency that compiled the report.

CA and MN only: check here if you wish to receive a copy of the consumer report directly from the consumer reporting agency that compiled the report.

I hereby authorize the employer, its representatives, employees or agents to conduct all pre-employment inquiries and tests as described. I further authorize the employer and its agents to verify all statements contained in this application and any other materials I submit in connection with my employment application. I agree to complete any requisite authorizations forms. I release the employer, its agents and all providers of information from any liability arising out of the gathering and use of such information. In the event of employment, this authorization and release is valid throughout my employment and a photocopy is as effective as the original.

I understand all offers of employment are conditional upon satisfactory reference checks, successful completion of all pre-employment tests and production of all documents necessary for the employer to verify my identity and work authorization in accordance with the requirements of the Immigration and Naturalization Services.

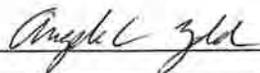
As an employer, this organization is subject to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Applicants who believe they are covered by these Acts are invited to identify their disabilities and special accommodations they feel are necessary to adequately perform their jobs. Submission of this information is strictly voluntary and may be made to the Human Resources Manager.

I certify the information provided in this application is true and complete to the best of my knowledge. I understand withholding pertinent information or submitting false or misleading information on this application, my resume, during interviews or at any other time during the hiring process constitutes valid grounds for disqualification from further consideration for hire or immediate dismissal from employment and loss of all employee benefits and privileges. I further understand and agree that the employer shall not be liable in any respect if my employment is so denied or terminated.

I understand and agree that if I am applying for a law enforcement or jail position, I will be required to comply with all the requirements of the Peace Officer Standards and Training Board (or equivalent agency) required by the state. I further understand that any offer of employment is conditioned upon completing all those tests, including physical agility, to determine my fitness for this position.

I understand the acceptance of this application by the employer neither expresses nor implies I will be offered employment. I understand my employment is at will and I may resign at any time for any reason; similarly, my employment may be terminated by the organization at any time for any reason. Any changes to this at-will employment agreement will not be valid unless in writing signed by me and a duly authorized representative of this employing organization.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AUTHORIZATION AND AGREEMENT STATEMENTS.

SIGNATURE OF APPLICANT  DATE 6/31/15

EMPLOYMENT HISTORY

THIS PORTION OF THE APPLICATION MUST INCLUDE A MINIMUM OF 10 YEAR WORK HISTORY AND MUST BE COMPLETED EVEN IF SUPPLEMENTED BY A RESUME

LIST YOUR MOST RECENT EMPLOYER FIRST INCLUDING U.S. MILITARY SERVICE AND UNPAID OR VOLUNTEER WORK.
BASE SALARY DOES NOT INCLUDE OVERTIME, BONUSES OR COMMISSIONS.

FROM (Mo/Yr) 10/10 TO (Mo/Yr) CURRENT TOTAL 4 YRS 11 MOS. YOUR POSITION COMMUNITY ACCESS SFC. DSP
 EMPLOYER: TOTAL LIVING CONCEPT YOUR SUPERVISOR TONI MONIZON
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS NON-PROFIT REASON FOR LEAVING CURRENTLY EMPLOYED
 BASE SALARY 12.20 16.50 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES 1000 PER ANNUM
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES AID DISABLED ADULTS ACCESS THEIR COMMUNITIES

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION DOCUMENT CONTROLLER
 EMPLOYER: TF AEROSPACE YOUR SUPERVISOR DAN LAM
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS AEROSPACE REASON FOR LEAVING PROJECT COMPLETE
 BASE SALARY _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES PROCURE, EDIT, PREPARE DOCUMENTS FOR SUBMITTALS, PREPARE DOCS

FROM (Mo/Yr) 5/08 TO (Mo/Yr) 03/09 TOTAL 1 YRS 10 MOS. YOUR POSITION DESIGN/DRAFTER
 EMPLOYER: SPECIALTY WOOD MFG YOUR SUPERVISOR TOM HOBSON
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS MANUFACTURING/MILLWORK REASON FOR LEAVING LAID-OFF
 BASE SALARY 15.50 15.50 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES 500 HOLIDAY
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES DRAFT/DESIGN COMMERCIAL FIXTURES/FURNITURE

FROM (Mo/Yr) 09/08 TO (Mo/Yr) 04/08 TOTAL _____ YRS 1 MOS. YOUR POSITION LOGISTICS COORDINATOR/P.M. INTERN
 EMPLOYER: MCKINLEY HILL BUSINESS DISTRICT YOUR SUPERVISOR NORMA OWENS
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS _____ REASON FOR LEAVING COMPLETED CONTRACT OBLIGATIONS
 BASE SALARY 500 STIPEND MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES COORDINATED VOLUNTEERS, VENDORS + HANDLED PERMITTING FOR LOCAL ANNUAL FESTIVAL. (2007-2008)

FROM (Mo/Yr) 01/06 TO (Mo/Yr) 03/08 TOTAL 2 YRS 2 MOS. YOUR POSITION DESIGNER
 EMPLOYER: KOMRAN INC. YOUR SUPERVISOR HELLE SORENSON
 ADDRESS: [REDACTED] PHONE [REDACTED]
 TYPE OF BUSINESS SALES/DESIGN REASON FOR LEAVING DESIRED A MORE POSITIVE ENVIRONMENT
 BASE SALARY 10.50 14.50 MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
 BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES DESIGN/DRAFT PLAYGROUNDS, PREPARE PROPOSALS + PRESENTATIONS

(ATTACH ADDITIONAL PAGE IF NECESSARY)

EXPLANATION OF INTERRUPTIONS IN EMPLOYMENT HISTORY

Please use this space to explain employment history interruptions since high school that do not pertain to pregnancy, child care, disability or any other protected activity.

I WAS A PROFESSIONAL FOSTER PARENT FROM 01/09 - 08/11

(ATTACH ADDITIONAL PAGE IF NECESSARY)

EMPLOYMENT HISTORY

THIS PORTION OF THE APPLICATION MUST INCLUDE A MINIMUM OF 10 YEAR WORK HISTORY AND MUST BE COMPLETED EVEN IF SUPPLEMENTED BY A RESUME

LIST YOUR MOST RECENT EMPLOYER FIRST INCLUDING U.S. MILITARY SERVICE AND UNPAID OR VOLUNTEER WORK.
BASE SALARY DOES NOT INCLUDE OVERTIME, BONUSES OR COMMISSIONS.

FROM (Mo/Yr) 5/05 TO (Mo/Yr) 12/05 TOTAL _____ YRS 7 MOS. YOUR POSITION DESIGNER
EMPLOYER: THE CLOSET FACTORY YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS SALES REASON FOR LEAVING TOO FAR COMMUTE
BASE SALARY 25% COMMISSION MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES MEASURE, DESIGN & SELL CUSTOM CLOSETS

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

FROM (Mo/Yr) _____ TO (Mo/Yr) _____ TOTAL _____ YRS _____ MOS. YOUR POSITION _____
EMPLOYER: _____ YOUR SUPERVISOR _____
ADDRESS: _____ PHONE _____
TYPE OF BUSINESS _____ REASON FOR LEAVING _____
BASE SALARY _____ / _____ MONTHLY WEEKLY HOURLY OTHER COMPENSATION, BONUSES _____
BRIEF DESCRIPTION OF YOUR DUTIES & RESPONSIBILITIES _____

(ATTACH ADDITIONAL PAGE IF NECESSARY)

EXPLANATION OF INTERRUPTIONS IN EMPLOYMENT HISTORY

Please use this space to explain employment history interruptions since high school that do not pertain to pregnancy, child care, disability or any other protected activity.

(ATTACH ADDITIONAL PAGE IF NECESSARY)

FAIR CREDIT REPORTING ACT
Disclosure and Authorization Statement

To: All Applicants For Employment *(Please Read Carefully Before Signing Below)*

In processing my application for employment, I understand the employer, its representatives, employees or agents may obtain a consumer report and investigative consumer report for employment purposes concerning my past employment, work habits, education, military record, motor vehicle record, credit background, references, character, general reputation, personal characteristics, mode of living, civil judgments, liens, and information about my criminal conviction background consistent with state and federal law.

I understand that upon written request to the employer, I will be informed whether an investigative consumer report through a consume reporting agency was requested and I will be given information as to the nature and scope of the investigation and a summary of my rights under the Fair Credit Reporting Act. I understand an investigative consumer report is a report in which information concerning my character, general reputation, personal characteristics or mode of living is obtained through personal interviews with neighbors, friends, associates or others with whom I am acquainted or who may have knowledge concerning this information.

By signing below, I authorize this employer to obtain a consumer report and an investigative consumer report on me as part of the preemployment background and investigation process. If I am offered employment, I further authorize my employer to obtain additional consumer and investigative consumer reports and updates on me for employment purposes at any time during my employment. A copy of this authorization is as valid as the original.

ANGELA ZOLD

Name *(please print)*



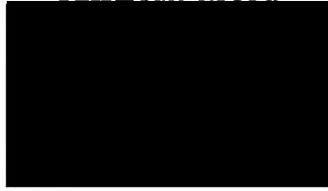
Signature

8/31/15

Date Signed

(PLEASE RETURN THIS PAGE WITH YOUR COMPLETED APPLICATION)

Angela Zold



Areas of Experience/ Skills:

- Prioritization & organizational skills; Critical/Analytical thinking
- Team leader; Collaboratively working with interdisciplinary teams
- Management & Supervision experience
- Information Technology fluency; Data management, archiving, and retrieval
- Customer Focused: developing and sustaining customer relations coupled with initiating action and high quality productivity.

Education:

Associates of Applied Technologies / 2005 / Clover Park Technical College / Lakewood, WA
No Degree Obtained / 1996-1998 / Pierce College / Lakewood, WA

Professional Experience:

Direct Support Professional/Community Guide, Total Living Concept, 10/10-Current, Kent, WA

- Clinical documentation, Behavioral Support, Interventions with DDD, Mental Health, and/or cognitive delayed. Community Liaison/Support, treatment planning, goals, objectives in a collaborative effort in residential settings.

Designer/Drafter, Specialty Wood Manufacturing, 05/08-03/09, Tacoma, WA

- Project management, engineering, 3D modeling, Procurement of parts, materials, information, CAD drafting, construction documentation in a manufacturing setting.

Designer/Drafter, Kompan, Inc., 01/06-03/08, Tacoma, WA

- Customer service with management skills, project management, code compliance verification, CAD drafting, construction documentation, prepared requested presentation materials and reports from multiple data sources, world-wide shipping experience, archived files, monitored and tracked data, daily use of multiple software programs, equipment and computer operation systems.

Community Outreach:

- Community Clean-up/volunteer 2006-present
- McKinley Hill Business District Logistics Coordinator/Project Manager Intern 2007/2008
- Foster Parent 2003-2010

References:

Nanette Vanderford, TLC Supervisor, [REDACTED]
Norma Owens, Outreach Case Manager/McKinley Hill Business District-President (formerly),
[REDACTED]

Camille Rogers, Direct Support Professional, Total Living Concept, [REDACTED]

Angela Zold Quick Facts:

Lived in Pacific since 2012; Born and raised in Washington

History of community involvement:

•One of the founding members of the Dome-top Neighborhood Alliance (DTNA) which is a grass roots neighborhood council to advocate for the specific needs of our neighborhood. Helped pave smooth communication and service routes with the City of Tacoma. My efforts along with others helped improve the quality of living, crime rates, and calls for service in our district through many clean-ups, patrols, code enforcement, advocating for and enacting the area as an alcohol impact zone, held annual back-to school drives, annual music and arts festival, and two community gardens. 2006-2010

•I was the Volunteer Coordinator for the 2007 and the Logistics Coordinator/Project Manager Intern 2008 for the McKinley Hill Music and Arts Festival.

•McKinley Hill Business District board member as the resident representative 2008

•PSESD Parent board member 2010, 2011

•Actively advocated in Olympia for early head-start entitlement 2010 (it passed!)

•Volunteer/Member Washington Native Plant Society 2010-present

•Volunteered at a Tacoma assisted living facility for monthly “activity take-over day” 2012

•Facilitated support group for individuals living with traumatic brain injuries 2012

•Work in support of disabled adults rights through advocating and community access program involvement 1999-present

•Special Olympics volunteer/coach/financial supporter 1992-present 10+ years active involvement

•CERT (Community Emergency Response Team) certified for the City of Federal Way graduated 11/15

Begin CAT (CERT Advanced Training) February 6th.

I have signed up for training on how to conduct my own NET or Neighborhood Emergency Training in the near future.

•Foster parent off and on since 1998

•Fundraising for the March of Dimes 1995

•Clover Creek restoration project 1993

RECEIVED
CITY OF PACIFIC
JAN 08 2016
CITY CLERK
PERSONNEL MANAGER



Agenda Bill No. 16-007

TO: Mayor Guier and City Council Members
FROM: City Attorney
MEETING DATE: January 19, 2016
SUBJECT: Release and Covenant Not to Sue – Robinson Noble, Inc.

ATTACHMENTS:

- Resolution 2016 – 309
- Release and Covenant Not to Sue

Previous Council Review Date: N/A

Summary: On July 13, 2015, the City and Robinson Noble, Inc. (“RNI”) entered into a contract for a not to exceed amount of \$84,400.00. Subsequently, there was a dispute between the City and RNI as to whether the sales tax was included in this contract amount. RNI believed that the sales tax was not included, and that the City was responsible to pay the sales tax.

RNI has threatened litigation of the City doesn’t pay the sales tax. On November 18, 2015, Lance Newkirk estimated the sales tax on this contract to be less than \$9,000.00 (which would be less than the cost of litigation on this issue).

The City has already paid the Washington State Sales tax on RNI’s invoice No. 15-715 in the amount of \$311.60. The sales tax on invoice No. 15-784 is \$3,298.65, and has not been paid. The sales tax on invoice No. 15-878 is \$1,171.20, and has not been paid.

To resolve the dispute, the City Attorney prepared a Release and Covenant Not to Sue (“Release”), for execution by the parties. This Release eliminates any future claims or litigation by RNI against the City based on this sales tax dispute, and in exchange, the City would pay the sales tax. RNI has signed this Release.

Recommendation for Action. The Staff recommends that the Council vote to authorize the Mayor to sign the Release. It will require that the City pay the sales tax to the State on the two invoices identified above, in the amount of \$4,469.85, within five days thereafter.

Motion for Consideration: “I move to approve Resolution No. 2016 – 309, AUTHORIZING THE MAYOR TO SIGN THE RELEASE AND COVENANT NOT TO SUE WITH ROBINSON NOBLE, INC., AND DIRECTING THE ADMINISTRATOR TO MAKE THE REQUISITE PAYMENT AS DIRECTED IN THE RELEASE.

Budget Impact: The City is required to pay \$4,469.85 to settle this dispute.

Alternatives: N/A

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 309

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE RELEASE AND
COVENANT NOT TO SUE WITH ROBINSON NOBLE, INC.**

WHEREAS, there is a dispute between the City and Robinson Noble, Inc., whether the contract entered into on July 13, 2015 in the not to exceed amount of \$84,400.00 requires that the City pay sales tax on this amount; and

WHEREAS, the City Attorney has negotiated a Release and Covenant Not to Sue to resolve the dispute without resort to litigation; and

WHEREAS, the Release and Covenant Not to Sue requires that the City pay the sales tax as described in that document;

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

Section 1. The Mayor is hereby authorized to execute the Release and Covenant Not to Sue, attached hereto as Exhibit A.

Section 2. The City Administrator is directed to ensure that payment of the sales tax, in the amount of \$4,469.85, to pay the sales tax in the invoices identified in the Release, within five days of the effective date of this Resolution. This Resolution is effective immediately upon execution.

PASSED BY THE CITY COUNCIL this 25th day of January, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue (hereinafter the "Release") is entered by and between The City of Pacific, a Washington municipal corporation (hereinafter the "City"), and Robinson Noble, Inc., a corporation organized under the laws of the State of Washington, (hereinafter "RNI"), whose business address is 2105 South C Street, Tacoma, Washington 98402.

WHEREAS, the parties entered into an Agreement dated July 13th, 2015 (hereinafter the "Agreement"); and

WHEREAS, the contract was for a not to exceed amount of \$84,400.00 (hereinafter the "Not To Exceed Amount"); and

WHEREAS, the parties now have a dispute whether this amount included the applicable Washington State sales tax or not; and

WHEREAS, the parties to this Instrument desire to resolve any and all disputes between them arising out of the above-described dispute.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

Section 1. RNI's Invoices. RNI has submitted the following invoices to the City, and the City has paid the invoices in the amounts listed below:

Invoice No.	City's Payment
1. 15-715	\$3,630.00
2. 15-784	\$35,390.66
3. 15-878	\$12,459.66

Section 2. Payment of Sales Tax on Invoices.

A. The City has already paid the Washington State sales tax on invoice No. 15-715. The City agrees that it will pay the Washington State sales tax on invoices No. 15-784 and 15-878, within 5 days after execution of this Release and Covenant Not to Sue by both parties.

B. The City agrees to pay the Washington State sales tax on future invoices submitted by RNI for work performed under the Agreement at the same time and under the same conditions as set forth in the Agreement even if payment of such sales tax will result in the City paying RNI amounts in excess of the Not To Exceed Amount.

C. The parties agree that other than the City's payment of the Washington State sales tax under the Agreement, which may, with all other payments by the City under the Agreement, exceed the Not To Exceed Amount, nothing in this Release shall modify the terms and conditions of that Agreement.

Section 3. Release. Except as otherwise provided in this Release, the City and RNI, on behalf of themselves and their predecessors, successors, assigns, attorneys and insurers, do hereby absolutely, fully and forever release, relieve, waive, relinquish and discharge each other and their respective predecessors, successors, assigns, officers, agents, employees, representatives, contractors, subcontractors, attorneys and insurers, and all other individuals and affiliates representing or acting on behalf of any of the RNI and the City, and each of them, from any and all Claims (as that term is defined below) which RNI or the City might have, own or hold, or at anytime heretofore had, owned or held, known or unknown or at anytime might hereafter acquire, own or hold, arising out of in connection with or in any way relating to the dispute described in this Release.

Section 4. Definitions. As used in this Release; the terms "Claim" and "Claims" mean any and all manner of action or actions, causes or causes of action, suits, damages (whether general, special or punitive), debts, liabilities, demands, obligations, costs, expenses, losses, attorneys fees (whether incurred prior to or after the effective date), liens, disputes of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and whether based on contract, tort, statute or any other legal or equitable theory of recovery, including the dispute regarding the Washington State sales tax related to the performance of the work as described in the Agreement between the City and RNI.

Section 5. Covenant not to sue. Upon execution of this Release, RNI and the City shall and hereby do, mutually release, and covenant not to sue each other, the other party's officers, officials, employees or agents, based on the Claim or any other claims, demands, controversies or suits of any kind or nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, pertaining to or arising from the Claim.

Section 6. Representations. The Parties acknowledge that no other person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Release concerning the subject matter hereof, to induce the Parties to execute this Release. The Parties further acknowledge that they have not executed this Release in reliance on any such promise, representation, or warranty not contained herein.

Section 7. Voluntary Execution. In executing this Release, the Parties acknowledge that they have consulted with their duly licensed and competent attorneys, and that they have executed this Release after independent investigation, voluntarily and without fraud, duress or undue influence, and they exclusively consent that this Release be given full force and effect according to each and every one of its express terms and provisions.

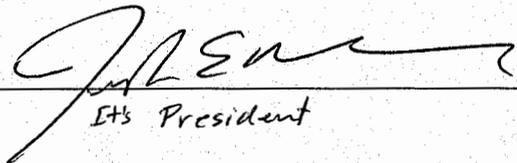
Section 8. Governing Law; Binding Effect. This Release shall be construed and enforced in accordance with the laws of the State of Washington. This Release shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, as well as all persons now or hereafter holding or having any or part of the interest of a Party to this Release.

Section 9. Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with or arising out of this Release, the prevailing party shall recover its costs, including experts' fees, and reasonable attorneys' fees, which shall be determined and fixed by the court as part of the judgment.

Section 10. No Admission of Liability. The parties agree that by entering into this Release no party admits any wrongdoing or liability of any type. Rather, the parties have entered this Release as a result of settlement and compromise of disputed and controverted claims and nothing herein is to be construed as an admission of liability.

IN WITNESS WHEREOF, the parties enter into this Release on the date written below.

Robinson Noble, Inc.

By 
It's President

DATE: 12/29/15

By _____

DATE: _____

THE CITY OF PACIFIC

By _____
It's Mayor

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JOE RECKER 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: 12-29-15
[Signature]
My appointment expires 07-18-19



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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: _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of PACIFIC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____
My appointment expires _____



Agenda Bill No. 16-008

TO: City Council Members
FROM: Mayor Leanne Guier
MEETING DATE: January 19, 2016
SUBJECT: Amendment to the agreement for City Attorney.

ATTACHMENTS:

- Resolution No. 2016-310
 - Exhibit A – First Amendment to Legal Services Agreement for the City Attorney
-

Previous Council Review Date: N/A

Summary: In June 2014, the City signed a contract with Morris Law, PC for city attorney services. That contract stipulates that the contract be renegotiated yearly.

Ms. Morris has proposed an increase in the compensation set in the contract. Those changes include:

- Travel reimbursement for attendance at meetings for City business, court hearings or otherwise and shall be reimbursed for round trip travel from Morris Law Office at the regular hourly rate; and
- Development Proposals shall be billed at the rate of \$290/hour, an increase of \$10 per hour.

Recommended Action: Approve the first amendment to the legal services agreement.

Motion for Consideration: I move to approve the first amendment to the Legal Services Agreement for the City Attorney with Carol A. Morris, Morris Law, P.C.

Budget Impact:

Alternatives:

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 310

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE FIRST
AMENDMENT TO THE LEGAL SERVICES AGREEMENT FOR
THE CITY ATTORNEY.**

WHEREAS, the City has signed a contract with Morris Law, P.C., for City Attorney services; and

WHEREAS, the City Attorney proposes an increase in the compensation as set forth in that contract;

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

Section 1. The Mayor is hereby authorized to execute the First Amendment to Legal Services Agreement for the City Attorney, attached hereto as Exhibit A.

Section 2. This Resolution is effective immediately upon execution.

PASSED BY THE CITY COUNCIL this 25th day of January, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT
CITY ATTORNEY**

This First Amendment (hereinafter the "First Amendment") is entered into by and between the City of Pacific, hereinafter referred to as the "City" and Carol A. Morris of Morris Law, P.C., hereinafter referred to as the "City Attorney," and amends the Legal Services Agreement entered into by the parties on June 16, 2014 (hereinafter the "Agreement").

WHEREAS, the parties desire to amend the Agreement to address the compensation paid by the City to the City Attorney; Now, Therefore,

The parties hereto agree as follows:

Terms.

Section 1. Amendment to Compensation. Section 3 of the Agreement shall be amended to read as follows:

Compensation. The City shall pay the City Attorney for work performed according to the hourly rates provided below:

Carol Morris \$220.00/hr.

Associates or Special Legal Counsel with at least ten years' experience shall be compensated at the hourly rate of \$220.00. Associates with nine years or less shall be compensated at the hourly rate of \$200.00.

Legal Assistants will bill only with advance permission of the Mayor. The hourly rate for Legal Assistants is \$75.00.

Travel reimbursement. If the City Attorney or Special Legal Counsel are asked to attend a meeting for City business, whether it is a City Council meeting, City Council workshop meeting, or other meeting at City Hall, court hearing or otherwise, travel shall be reimbursed for round trip actual travel time at the regular hourly rate, from the Morris Law Office to the place of the meeting, courthouse or other location

The City Attorney shall obtain permission in advance from the Mayor if the City Attorney's invoice for City Attorney services is estimated to exceed \$7,000.00 in any one month. The parties will renegotiate the City Attorney's compensation for the year 2017 on or before December 1, 2016.

B. Development Proposals. On all projects for which the City is able to seek reimbursement, pursuant to an ordinance authorizing such reimbursement (if one has been adopted), from a development proponent for the City's costs, the City Attorney shall charge the Firm's regular hourly rates of \$290.00 per hour. The types of projects that would be included in this category are: LID's, ULID's, annexations not initiated by the City, development agreements, latecomer's agreements, and all other projects for which the City is entitled, by ordinance, to receive reimbursement from another source.

C. Reimbursable Costs. The City Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees, large copying or mailing projects and other similar expense items.

Section 2. No Other Modifications. There are no other modifications to the Agreement, which shall remain in effect and be incorporated herein as if fully set forth. This First Amendment and the Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore.

Dated this ___ day of _____, 2015.

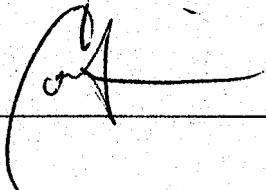
CITY OF PACIFIC

By _____
Mayor Leanne Guier

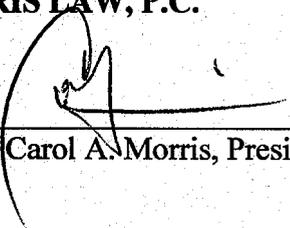
ATTEST/AUTHENTICATED:

By _____
City Clerk

APPROVED AS TO FORM:

By  _____

MORRIS LAW, P.C.

By  _____
Carol A. Morris, President



Agenda Bill No. 16-009

TO: Mayor Guier and City Council Members
FROM: Court Administrator
MEETING DATE: January 19, 2016
SUBJECT: Probation services contract renewal / update

ATTACHMENTS:

- **Resolution No. 2016-311**
- **Agreement with Pathways Community Corrections**

Previous Council Review Date:

Summary: We have a contract beginning January 1, 2012 with Providence Community Corrections (PCC) which has expired. They have since changed their name to Pathways Community Corrections. A new contract has been filed for review by the Council. Not only does probation review their clients for compliance with various treatment requirements and law abiding behavior, they have other contacts in the community to assist with other needs as they arise with a client which may help avoid homelessness or reoffending.

Recommendation/Action: Approve the new contract with PCC for probation services.

Motion for Consideration: “I move to adopt Resolution No. 2016 – 311 to enter a contract for probation services with Pathways Community Corrections (PCC).”

Budget Impact: Possible reduction of jail bills if inmates are qualified to be released to EHM or SCRAM type home monitoring programs; City will pay if the case is in pretrial status for EHM/SCRAM type monitoring if the defendant cannot pay (about \$10 – 15 per day) which would be substantially lower than costs of incarceration (about \$97 per day). No other expense to City – defendants who are monitored self-pay for the monitoring.

Alternatives: If not approved, court staff would be reviewing more files for compliance with conditions; inmates may have longer periods of incarceration as other home monitoring programs may not be authorized to enter jails where inmates are held to release to a less expensive alternative to jail program.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-311

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT WITH PATHWAYS COMMUNITY
CORRECTIONS FOR PROBATION SERVICES AND ALTERNATIVES TO
INCARCERATION**

WHEREAS, the City of Pacific has a need for certain community correctional services, and

WHEREAS, Pathways Community Corrections has the requisite experience and expertise; and

WHEREAS, Pathways Community Corrections is willing to provide such services,

**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 of the City of Pacific to execute a SERVICES AGREEMENT (attached as Exhibit A) with Pathways Community Corrections (PCC) for probation monitoring and alternative incarceration methods.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

PATHWAYS COMMUNITY CORRECTIONS SERVICES AGREEMENT

This Services Agreement (“Agreement”) is effective as of the 1st day of January, 2016 (“Effective Date”), by and between the Municipal Court of Pacific and Algona (hereinafter referred to as “Agency”), with its principal place of business at 100 3rd Ave SE Pacific, WA 98047 and Pathways Community Corrections, Inc (hereinafter referred to as “PCC”), a corporation organized under the laws of the State of Washington, with its principal place of business at 34004 9th Avenue, Building A-4, Federal Way, Washington 98003, with reference to the following:

WHEREAS, Agency has need for certain community correctional services, and

WHEREAS, PCC has the requisite experience and expertise and is willing to provide such services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

Agency hereby engages PCC to perform the services as described in Exhibit A, Scope of Services, attached hereto. During the term of this Agreement the Agency or PCC may request changes in the Scope of Services. Any such change, including any increase or decrease in the amount of PCC compensation, requires the mutual agreement of the parties and shall be effective when incorporated by written amendment to this Agreement, signed by the duly authorized representatives of the parties.

2. COMPENSATION AND METHOD OF PAYMENT

Agency agrees that compensation and method of payment to PCC shall be according to Exhibit B, Cost and Fee Schedule, attached hereto.

In cases in which PCC is paid directly by Agency, PCC shall submit monthly invoices to the Agency in sufficient detail to support the services provided during the previous month. Agency agrees to pay those invoices within thirty (30) days of receipt. In the event the Agency disputes a portion of an invoice, the Agency agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide PCC a detailed statement of the Agency’s position on the disputed portion of the invoice within thirty (30) days of receipt. Agency’s failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle PCC to charge interest on the overdue portion at the lower of 1.5% per month or the highest rate permitted by law.

3. TERM OF CONTRACT

The term of this Agreement is an initial period of 3 year(s) commencing January 1, 2016, or at such earlier time as may be mutually agreed to by and between the Agency and PCC. This Agreement and its terms and conditions, and authorized Exhibits and Amendments may be renewed at the Agency’s option for succeeding periods of one-year each, provided Agency does not provide notice to PCC at least thirty (30) days prior to the termination to this agreements or any extension hereof.

4. RESPONSIBILITIES

PCC shall retain financial, programmatic, client data and other service records for three (3) years from the date services are completed.

5. INDEPENDENT CONTRACTORS

This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. PCC assumes sole responsibility for determining the manner and means of performance of all services as described in Exhibit A Scope of Services. The Agency shall have no supervisory control or any other power to control the performance of PCC employees, and the Agency's authority shall be limited to the authority to select services from Exhibit A and the duration of selected services. Nothing in this foregoing paragraph shall lessen or restrict the presiding judge's duties and responsibilities found in General Rule 29 of Washington Courts.

PCC and its employees shall not be eligible for any benefit available to employees of Agency, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

No income, social security, state disability or other federal or state payroll tax shall be deducted from payments made to PCC under this Agreement. PCC agrees to pay all state and federal income taxes and other levies and charges as they become due on account of monies paid to PCC hereunder, and to defend, indemnify and hold Agency harmless from and against any and all liability resulting from any failure to do so.

PCC' services shall be exempt from State sales, use or similar taxes. However, in the event any such taxes are applicable to this contract, such taxes shall be treated as a reimbursable business expense under the terms of this Agreement.

PCC may provide services to others during the same period PCC provides service to Agency under this Agreement.

6. TERMINATION FOR CONVENIENCE

The Agency reserves the right to terminate this agreement at any time, with or without cause, by giving thirty (30) days written notice to PCC. The PCC reserves the right to terminate this agreement, with or without cause, by giving not less than sixty (60) days written notice to the Agency.

7. TERMINATION FOR DEFAULT

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice specifying such default. In the event of such a termination, Agency shall reimburse PCC for all work eligible for payment by the Agency that had been satisfactorily completed prior to such termination.

8. INSURANCE

PCC shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- B. Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily

Injury and Property Damage.

C. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, professional liability, and commercial crime coverage with limits not less than \$1,000,000 per claim and in the aggregate.

9. INDEMNIFICATION

PCC shall indemnify and hold harmless the Agency, Agency's officers, directors, and employees from and against any and all costs, losses, and damages (including but not limited to, all reasonable fees of attorneys, reasonable expert witness fees, and all court-costs) to the extent cause by negligent acts, willful misconduct, errors, or omissions for services performed under Exhibit A scope of Services of this Agreement by PCC or its officers, directors, employees, and sub consultants.

The Agency shall indemnify and hold harmless PCC, PCC's officers, directors, employees from and against any and all costs, losses, and damages (including, but not limited to, all reasonable fees of attorneys, reasonable expert witness fees and all court costs) caused by breaches of this Agreement by the Agency or its officers, directors, employees, and consultants.

10. NON-SOLICITATION

The parties agree that, during the term of this Agreement and for a period of one year from the termination of this Agreement, neither party will solicit for employment or otherwise attempt to hire any employees of the other party or its affiliates who were involved in the performance or direct oversight of this Agreement without the prior written consent of such party.

11. COMPLIANCE WITH LAW

In rendering services under this Agreement, PCC shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

PCC will comply with all applicable federal, state and local laws, rules and regulations regarding the maintenance of a drug-free workplace.

12. CONFIDENTIALITY

PCC agrees that all information disclosed by the Agency to PCC shall be held in confidence and used only in performance under this Agreement. PCC shall exercise the same standard of care to protect such information as is used to protect its own proprietary or trade secret information.

Agency understands and agrees that it may have access to confidential or proprietary information, processes or documentation owned or controlled by PCC. Agency understands and agrees that disclosure or use of such information, processes or documentation may violate PCC' trademarks, copyrights or other proprietary rights. Agency agrees to exercise reasonable standards of care to protect such information, processes or documentation. What information will the Agency get from PCC? Will any of the docs be subject to the Public Records Act? If so, we need to add language here.

13. INSPECTION

Authorized representatives of Agency may inspect or audit PCC's performance and records pertaining to this Agreement at the PCC business office during normal business hours.

14. ASSIGNMENT

Neither party shall assign or transfer this Agreement nor any duties or obligations hereunder without the prior written approval of the other party.

15. NOTICES

All notices under the Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

AGENCY

Pacific Municipal Court
100 3rd Ave SE
Pacific, WA 98047
253-929-1140

PCC

Stacie Scarpaci
34004 9th Avenue South
Building A-4
Federal Way, WA 98003

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

16. DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved through negotiation between the parties, shall be either addressed through mediation or enforcement of the contract in King County Superior Court, or both. The substantially prevailing party in such litigation shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

17. GOVERNING LAW

The Agreement shall be governed and construed in accordance with the laws of the State of Washington without regard to choice of law principles.

18. SURVIVAL

Notwithstanding the expiration or early termination of this Agreement, the provisions hereof pertaining to Indemnification, Confidentiality and Non-Solicitation shall survive.

19. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

20. FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

21. WAIVER

No provision of the Agreement may be waived unless in writing, signed by the duly authorized representatives of both of the parties hereto. Waiver of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

22. AMENDMENTS, SUPPLEMENTS

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.

23. BINDING EFFECT, BENEFITS

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

24. HEADINGS

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

25. AUTHORIZATION

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

26. COUNTERPARTS

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. ENTIRE AGREEMENT

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

PCC

AGENCY

By: _____

By: _____

Printed Name: Sean Hollis

Printed Name: _____

Title: Director of Operations

Title: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES Standard Probation Services Program

SERVICES

PCC agrees to provide to the Agency (or Court) and the Agency (or Court) agrees to order the payment for the Services to be paid by probationers as described herein which shall be subject to this Agreement. All Services provided by PCC hereunder shall be governed by this Agreement.

PCC agrees to provide the following services:

To the degree permitted by law and ordered by the Agency or Referring Court:

1. Perform intake, including obtaining all pertinent data (i.e. telephone numbers, address, place of employment, emergency contact, etc.). Maintain the intake information in an automated case management system, and a hard copy file.
2. Manage Probationer case limits and maintain a reasonable number of staff in order to provide attention to all Court ordered terms and conditions.
3. Employ professional probation personnel that meet or exceed the standards established.
4. Monitor/verify compliance with conditions imposed by the court (i.e. restitution, alcohol/drug evaluations/treatment, community service, etc).
5. Maintain appropriate contact with probations.
6. Provide case management and referrals for treatment and employment assistance as needed.
7. Confer with the court staff, the prosecutor's office, defense counsel, and judges on cases as appropriate. PCC shall attend all of the Agency's court sessions in order to be immediately available for consultation by the court and its officers. Attend regularly scheduled court sessions in order to perform services, unless otherwise excused by the presiding judge.
8. Coordinate case scheduling with court staff in accordance with established court procedures.
9. Prepare and serve paperwork on probations including, but not limited to, orders of probation violations, probation modification, early termination, revocations and warrants in a format approved by the court.
10. Prepare routine management control reports, delinquency reports, and warrants when appropriate.
11. File revocation petitions and orders, and coordinate scheduling for revocation hearings.
12. PCC shall provide testimony and supporting documentation as may be required by the Court, and shall, upon disposition by the Court, assure that all required documents are filed and take actions as ordered by the Court.
13. Provide oversight under the same terms of any offender placed by the courts through this Agreement for those cases the Court has jurisdiction (pre-trial supervision, diversion, etc.)
14. The court is the sole authority for collection of fines court costs and restitution..
15. Provide Electronic Monitoring ("EM") services as ordered by the court, with the expense to be borne by the Probationer. The description of the Electronic Monitoring Services, the responsibilities of both PCC and the Court, as well as the level of notification for alerts are more fully described in Exhibit C attached hereto.
16. Provide programs ("Programs") to Probationers when ordered by the Court. Provide random drug testing as ordered by the court, with the expense to be borne by the Probationer as noted in Exhibit B.
17. Comply with all laws regarding confidentiality of Probationer records.
18. Provide services based upon a sliding scale if the Probationer is determined to be indigent by PCC. Should the number of Probationers whom PCC determines to be indigent with all fees waived exceed 3% of the average daily active population, or if more than 10% of the average daily active probationer population is placed on a sliding scale of services payments, the

parties shall work toward a mutually satisfactory solution including, but not limited to, amendment of this Services Agreement.

The Agency (or Court) agrees to provide the following services under this Agreement:

1. Refer all appropriate cases to PCC for the provision of those services indicated by this Agreement.
2. Order each probationer to remit to PCC payment for the services ordered by the Court according to the Services noted Exhibit B of this Agreement.
3. Hold each referred case accountable for all payment of services, fines, restitution or other court-ordered fees and obligations. Create appropriate sanctions for willful failure to pay (The court can only impose sanctions where there has been a proven "willful" failure to pay) as well as other court-ordered conditions as determined by the Court.
4. Limit indigent status cases (PCC to apply sliding scale payments) to no more than 10% of all referred cases
5. Utilize pre-trial supervision program, EM and Programs if and when appropriate.

EXHIBIT B

COST AND FEE SCHEDULE

PAYMENTS TO PCC

Unless otherwise agreed and stated by amendment to this Agreement, this contract is a user-based fee program. The obligation of the Agency (or the Court) is to order and enforce Probationers (or other referred cases) to pay for services based upon the following schedule. The Agency has no direct responsibility for payment unless noted by this Agreement or a written amendment.

A. Active – Probationer must complete affirmative conditions of sentence and PCC monitors the conditions with the following levels of contact with probationer:

- Level One includes one contact each week;
- Level Two includes one contact every other week; and
- Level Three includes one contact per month.

B. Administrative - PCC will perform records checks every six (6) months. These probationers shall have no affirmative conditions other than obey all laws.

C. Informal - PCC will perform records checks every six (6) months for probationers who are on 60 month probation who have completed all conditions except the requirements of having no criminal law violations and/or attendance at self-help meetings.

D. Indigent – Probationer is considered in “Active” status, but meets PCC’s definition of indigent.

Probationers shall be charged the following amounts for routine services :

Active (probationers with affirmative conditions)	\$50.00 per month
Administrative (probationers without affirmative conditions)	\$20.00 per month
Informal	\$10.00 per month
Indigent Supervision	\$15.00 per month

PCC will provide the following non-routine probation services with the following charges made to probationers if required by the court:

Substance Abuse Detection Screens:	\$20.00 per test
ETG alcohol testing:	\$35.00 per test
Pre Sentencing Investigations (PSI)	\$120.00 per assessment
Electronic Home Monitoring	\$12.00 per day
Active Radio Frequency or Sobriotor only	\$12.00 per day
Active Radio Frequency with Alcohol Monitoring	\$15.00 per day
SCRAM only	\$14.00 per day
GPS Monitoring	\$15.00 per day
Day Reporting	\$10.00 per day

PAYMENT POLICY

PCC shall use best efforts to collect full payment of all court-ordered fees to include, but not be limited to, victim restitution, fines, fees and surcharges and supervision fees. PCC may use all legal means to secure full payment of the obligation to include payment through direct staff interaction, payment plans,

lockboxes, referral to collections agencies and the use of the PCC Automated Collections Center. In all cases PCC shall maintain full compliance with the FDCPA (Fair Debt Collection Practices Act).

For each referred case, the full obligation ordered by the Court is due and payable at the time of case intake. PCC determines a payment plan for each Probationer that considers the term of sentence. Court-ordered charges paid to and retained by PCC (for supervision fees and services) are due and payable only on a monthly basis or at the time the service is delivered. Payment in advance for PCC fees is accepted and applied only when other court-ordered obligations are paid in full (Electronic or Alcohol Monitoring fees may be collected in advance as these services are based on daily rates rather than monthly).

The City may choose to pay for non-routine probation services, on a sliding scale, to PCC if:

- A. The non-routine service is ordered by the court in lieu of incarceration in jail; or,
- B. If defendant's inability to pay for such non-routine services would result in incarceration in jail; and,
- C. The probation is indigent as defined by the sliding scale provided by PCC.

PCC will provide the following non-routine probation services with the following charges made to the court:

Substance Abuse Detection Screens:	\$20.00 per test
ETG alcohol testing:	\$35.00 per test
Pre Sentencing Investigations (PSI)	\$120.00 per assessment
Electronic Home Monitoring	\$10.00 per day
Active Radio Frequency or Sobriator only	\$10.00 per day
Active Radio Frequency with Alcohol Monitoring	\$13.00 per day
SCRAM only	\$12.00 per day
GPS Monitoring	\$13.00 per day
Day Reporting	\$10.00 per day

EXHIBIT C

ELECTRONIC OR REMOTE ALCOHOL MONITORING SERVICES

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic or alcohol monitoring services provided under the Agreement:

MONITORING SERVICES

PCC will provide monitoring services to the Agency and the Court for the Court's operation of an electronic or alcohol monitoring program. The monitoring services provided hereunder are specifically designed to monitor the Probationer (or other referred case) for compliance to curfews, alcohol use, presence or absence. The specific intent and limitations of the products supplied to PCC is to be considered by the Agency to ensure that program expectations do not exceed capabilities. **IT IS THE AGENCY (OR COURT) RESPONSIBILITY TO DETERMINE THE SUITABILITY OF A SPECIFIC TECHNOLOGY TO THE REQUIREMENTS OF EACH REFERRED CASE.** PCC shall provide reasonable technical descriptions of any such products as available from its suppliers upon specific request of the Agency.

PCC will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

PCC will provide notification of Alert Conditions to authorized and identified Agency or Court staff. Alert notification will be in accordance with the section following entitled "Notification Options" or as agreed upon in writing by the Court and PCC. Alert Condition and Equipment status information for each Probationer will be documented and maintained by PCC and/or its supplier.

NOTIFICATION OPTIONS

Compliance Monitoring Program Level

The Compliance Monitoring Program has as its primary intent the monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement or reporting of conditions. This program is NOT recommended for high-risk probation cases, if any. At this level of monitoring, the Court determines that next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

This level of notification is considered the chosen method by the Agency unless other notification parameters are specified in writing and are included in this Agreement as a formal amendment.

Other Notification Levels

Because certain electronic monitoring equipment provides 24 hour monitoring capability, it is possible to increase the notification frequency or immediacy for higher-risk cases. In such cases the Court may desire more immediate notification. PCC will increase the level of notification provided appropriate Agency personnel are available for response. The absence of written notification procedures to the contrary as noted in formal amendment to this Agreement, the Compliance Monitoring Level will apply.

MAINTENANCE

PCC shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) the Probationer's negligence or (ii) the damage or destruction of the Equipment by parties other than PCC. The court endorses this policy.

EQUIPMENT

PCC shall make reasonable effort to supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

MONITORING SYSTEMS

PCC may provide products from multiple suppliers to ensure a broad range of quality products are available. PCC reserves the right to add products or change suppliers. However, in any case in which the functionality of the product is diminished, notification shall be made to users of the former product. Likewise when new products add capability or substantially improve features, such will be communicated to Agency users as well. Products currently available include:

1. Passive Monitoring – attempts to identify specific probationer periodically at a location/s specified on a specific schedule.
2. RF (Radio Frequency) – absence-presence monitoring of Probationer at his/her residence based upon a curfew schedule. Continuously monitors equipment status and absence or presence of monitoring device.
3. GPS (Global Positioning Satellite) Monitoring – monitors movements of participant (device). May identify movement as compared to prohibited and permitted zones. Primary product is "passive" indicating continuous monitoring of locations with reporting upon return to base station.
4. Remote alcohol monitoring – products include random testing (testing at random time period when within range of testing device) or active/continuous monitoring on a 24 hour basis (reporting when within range of base station).

SYSTEM MAINTENANCE

The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily off line. In such cases information is routinely stored and delivered upon return to active status.

LIMITATIONS

PCC expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering nor does PCC warrant the service or equipment provided hereunder.

In no event does PCC assume responsibility for or liability for acts that may be committed by Probationers (or other users) in connection with the services provided under this Agreement, or for any damages caused by the Agency's failure to fulfill its responsibilities

AGENCY OBLIGATIONS

Refer appropriate cases to PCC for supervision hereunder. The Agency retains full responsibility for case referral.

Provide to PCC required Probationer case and curfew information and Court Order ordering the case to Electronic or Alcohol Monitoring.

Identify and make available the Court's staff and/or Equipment (fax, pager) for the purpose of notification by PCC to the Court of alerts and equipment status problems. Availability of Agency staff must fully meet the requirement of the Agency notification request.

Agency and the Court shall fully enforce the requirement for the Probationer (or other referred case) to meet the financial obligation for the cost of the program. Failure to pay shall constitute a violation of the terms of placement on Electronic Monitoring.



AGENDA BILL 16-010

TO: Mayor Guier and City Council Members
FROM: Jack Dodge, Community Development Manager
MEETING DATE: January 19, 2016
SUBJECT: Proposed Landscape Code Revisions

ATTACHMENTS:

- **Proposed Revisions to Chapter 20.70 Landscaping**
- **Proposed Ancillary Code Revisions, Sections 20.51.090, 20.52.090, and 20.60.100**
- **Proposed new Definitions**

Governance Committee: 10/6/15
Planning Commission: 9/22/15, 10/27/15, 11/24/15, & 12/22/15
Previous Council Review Date: None

Summary:

Background

Revisions to the Landscape codes (Chapter 20.70) are necessary to provide clarity in the application of the codes. Currently the landscape codes are hard to read and in some instances contradictory. This makes it difficult for both the staff and the public to interpret the code. The proposed code revisions will be more “user friendly” and easier to interpret and apply.

The Governance Committee reviewed the proposed changes to the landscape codes at their October 6, 2015 meeting. The Planning Commission reviewed the proposed changes at their September 22nd, and October 27th meetings. The Planning Commission open the public hearing for the proposed changes at their November 24th meeting which was continued to their December 22nd meeting. The Planning Commission and staff both recommend approval of the proposed changes to Chapter 20.70 Landscape codes as well as ancillary code changes. Changes are highlighted in red.

Proposed Changes – Chapter 20.70 Landscaping

1. 20.70.030 Authority and Application
 - Revised to provide the circumstances where the landscape codes would apply.

2. New Section 20.70.042 Landscape and Irrigation Plan Requirements
 - This is a new section outlining the requirements for the submittal of a Landscape Plan or Irrigation Plan. This section is required under the Growth Management Act (GMA).
3. Format of Chapter 20.70 – Landscape Regulations by District
 - Chapter 20.70 has be reformatted to list the regulations by Zoning District in the first part of the Chapter rather the later portion (Section 20.70.055 vs. 20.70.110). This provides a better flow (ease of use) to the regulations for the public and staff when determining the regulations by zoning district.
 - This section is revised to specify the widths of landscape strips for the land uses within each zoning district.
 - A new Table 20.70.055a is added to specify the landscape strip widths in each zoning district. The table is added to provide a quick reference for the requirements by zoning district.
4. 20.70.060 General Landscaping Requirements
 - Expands the general requirements for landscaping.
 - Sets the minimum size of trees (deciduous and evergreens/conifers) at the time of planting.
 - Sets the minimum size of shrubs at the time of planting.
 - Lists the type of vegetation that does not qualify as a “tree”.
5. 20.70.070 Types of Landscaping
 - A new “Type V” landscaping description is added which will apply to small-scale building development.
6. New section 20.70.075 Landscaping of Building Facades is added
 - In the Multifamily, Office Park, Light Industrial, and Heavy Industrial zones, building façade landscaping would be required.
7. 20.70.130 Restoration of significant trees
 - This section is revised to specify the mitigation necessary when a significant tree that is required to be saved is removed.
8. New Section 20.70.135 Approved Street Tree List
 - A matrix of approved street trees is provided. Street trees are trees that are installed in the public right-of-way. The street tree list is based on acceptable trees allowed by the cities of Kent and Bellingham. The inclusion of an approved street tree list was suggested by the City Attorney.
9. New Section 20.70.145 Irrigation Requirements

- This is a new section that outlines the irrigation requirements for new landscaping.

10. Section 20.70.160 Bonds/security requirements

- This section is revised to clearly outline the requirements for the posting of a “Landscape Performance Bond” prior to the issuance of permits or occupancy.

11. New Section 20.70.170 Deferral of landscape improvements

- Provides criteria where the installation of landscaping may be deferred based on drought conditions.

Ancillary Code Revisions

1. New Definitions, Sub-Sections 20.04.602 and 20.04.622 for “Small Scale Building Façade Landscaping” and “Street Frontage Landscaping”

- These definitions have been added to clarify requirements of the Landscape Codes.

2. Minor Revisions to Sections 20.51.090, 20.52.090, and 20.60.100

- These sections have been revised to refer back to Chapter 20.70 Landscaping

Recommended Action:

1. Begin review and discussion of the Landscape Code revisions.
2. Refer the proposed code revisions to the January 25, 2016 Council meeting for adoption.

Alternative Action

1. Continue the review of the proposed Landscape Code revisions to the next City Council workshop on February 1, 2016.

Recommended Motion:

None

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

Chapter 20.70 LANDSCAPING

Sections:

- [20.70.010](#) Findings and intent.
- [20.70.020](#) Purpose of provisions.
- [20.70.030](#) Authority [and Application](#).
- [20.70.040](#) Landscape plan approval.
- [20.70.042](#) [Landscape and irrigation plan requirements](#)
- [20.70.045](#) *Repealed.*
- [20.70.050](#) Landscape performance requirements.
- [20.70.055](#) [Regulations by zoning district](#).
- [20.70.060](#) General landscaping requirements.
- [20.70.070](#) Types of landscaping.
- [20.70.075](#) [Landscaping of Building Facades](#)
- [20.70.080](#) Parking lots.
- [20.70.090](#) Maintenance.
- [20.70.100](#) *Repealed.*
- ~~[20.70.110](#) [Regulations by zoning district](#).~~
- [20.70.120](#) Protection of significant trees.
- [20.70.130](#) Restoration of significant trees.
- [20.70.135](#) [Approved Street Tree List](#)
- [20.70.140](#) Installation requirements.
- [20.70.145](#) [Irrigation Requirements](#)
- [20.70.150](#) Alternative landscape options.
- [20.70.160](#) Bonds/security requirements.
- [20.70.170](#) [Deferral of Landscape Improvements](#)

20.70.010 Findings and intent.

Landscaping in urban and industrial areas provides an opportunity for a balanced and harmonious environment for both the local citizens of a community as well as the resident wildlife species of an area. Man has the ability to shape and mold his environment to meet his needs, but often foregoes the need of other species sharing his environment. Proper selection and arrangement of landscaping can emphasize the buildings it surrounds, be pleasing to the eye and still be useful to the birds with a surprising rate of success. By providing a diversity of trees, shrubs and grasses, one can increase the chances of providing a balanced habitat for a greater variety of wildlife, while at the same time provide an aesthetic, pleasing, visual environment in the urbanized areas for man. A large variety of trees and shrubs are available to meet the needs of well-balanced landscape plans. It is recommended that 50 percent of all landscape plans be comprised of trees and shrubs indigenous to the Pacific Northwest. (Ord. 1361 § 13, 1998; Ord. 985 § 1, 1986).

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

20.70.020 Purpose of provisions.

The purpose of this chapter is to achieve the following:

- A. Provide an opportunity for the development of a pleasing visual environment in the city from the viewpoint of the local resident and the visitor passing through the city;
- B. Insure the preservation of land values;
- C. Encourage the preservation of existing topographic patterns that contribute to the beauty and utility of a development;
- D. Provide not only for the health, safety and general welfare of the citizens and minimize discordant and unsightly surroundings, but also to provide for the beauty and balance of the city, as are the proper and necessary concerns of local government;
- E. Provide adequate control over the application of landscaping standards so the above objectives are accomplished in the most effective manner; and
- F. Break up visual blight created by large expanses of barren asphalt which makes up a typical parking lot. (Ord. 1361 § 13, 1998; Ord. 985 § 2, 1986).

20.70.030 Authority and Application

The Community Development Manager shall have the authority to administer this Chapter, waive specific requirements or impose additional requirements in unique or special circumstances to assure the fulfillment of the stated purpose of this chapter and to allow for flexibility and innovation of design. Special circumstances or unique conditions shall be reviewed with the director prior to submittal of a landscape plan. Examples of special conditions might include:

- Preservation of unique wildlife habitat
- Preservation of natural or native areas
- Compliance with special easements;
- Renovation of existing landscaping;
- Unique site uses. (Ord. 1505 § 13, 2001; Ord. 1361 § 13, 1998; Ord. 985 § 3, 1986).

The provisions of this chapter shall apply to:

- A. All new developments on vacant land requiring site development permits or building permits; or
- B. When the gross floor area (gfa) of a building/complex expands beyond twenty percent (20%) of the total existing gfa, the landscape standards shall be applicable and integrated into the redevelopment.; or

Commented [cm1]: I know that we discussed this, but just so that you understand my concern, this language makes it appear as if you have the authority to waive all of the requirements of this chapter. This could result in a challenge based upon "void for vagueness." In other words, how does a person who is interested in complying with the code know which of the requirements apply to him or her, if the manager can waive all of the requirements, if the Manager chooses?
The listing of the special conditions is not exhaustive, so someone might argue that the manager allows waivers indiscriminately. This is problematic.

Commented [cm2]: Is this just for redevelopment?

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

C. Upon the change in use of any property to a public/private parking lot; or

D. Upon the conversion of any outdoor space of two hundred (200) square feet or greater to a business use or parking, the current landscape standards shall be integrated into that portion of the site to the greatest extent feasible.

20.70.040 Landscape plan approval.

A building ~~permit~~ or site development permit shall not be issued until the landscaping plan and irrigation plan, when applicable, has been approved. (~~Ord. 1505 § 13, 2004; Ord. 1364 § 13, 1998; Ord. 985 § 4, 1986~~).

Commented [cm3]: What about site development permit?

20.70.042 Landscape and Irrigation Plan Application Requirements

A. A complete application for a Landscape and/or Irrigation Plan shall contain or include the following information.

Commented [cm4]: Name, address, property identification, etc?

- Plans shall be prepared by a Landscape Architect or Certified Nurseryman
- Plans shall be to scale 1"=20', 1"=30', or 1"=40'
- The Plan shall list the type, size, and number of trees, shrubs, and plants by common and scientific name
- All trees, shrubs and plants shall be clearly shown in their conceptual layout on the Landscape Plan
- Planting details shall be provided for all plant materials. If such detail cannot be shown on the plan, they shall be provided as separate cut sheet details
- Landscape Plans shall show the location of property and right-of-way lines
- All public easements shall be noted on the Landscape Plan (No required plant material shall be located in a public or private easement).
- The Type of Landscaping required under this Section shall be shown on the Landscape Plan

B. Irrigation Plan applications shall contain the following information

- Plans shall be to scale 1"=20', 1"=30', or 1"=40'
- The location and type of all proposed irrigation showing the location of lines and sprinkler heads
- Cut-sheets and specifications of all proposed irrigation

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

20.70.045 Landscape plan review – Fee and deposit.

Repealed by 1505. (Ord. 1375 § 67, 1998).

20.70.050 Landscape performance requirements.

A. Failure to complete all of the required landscaping subject to an approved plan shall be cause for nonissuance of the certificate of occupancy.

Commented [cm5]: In an approved plan

B. It shall be the responsibility of the project manager or business owner to contact the ~~building inspector~~ Community Development Department upon completion of the landscaping work and request an inspection. The ~~building inspector~~ Community Development Department shall be provided nursery receipts to confirm species and quantities of plants planted prior to inspection. (Ord. 1361 § 13, 1998; Ord. 985 § 5, 1986).

20.70.440 055 Regulations by zoning district (Also see Table 20.70.055a).

A. Residential Open Space, RO. All uses, with the exception of single-family residences and minor utility facilities, shall provide ten (10) feet of Type III landscaping. Minor utility facilities shall provide ten (10) feet of Type II landscaping.

B. Single-Family Residential, RS-6 and RS-11. All uses, with the exception of single-family residences and minor utility facilities, shall provide ten (10) feet of Type III landscaping. Minor utility facilities shall provide ten (10) feet of Type II landscaping. See PMC 20.50.090 for additional standards in the Neighborhood Center Overlay District.

C. Limited Multiple-Family Residential, RML, and Multiple-Family Residential, RMH. Ten (10) feet of Type III street frontage landscaping shall be provided along public right-of-ways. Five (5) feet of Type III landscaping shall be required on the side and rear yards. Five (5) feet of building façade landscaping (See 20.70.075) shall be provided. Type IV landscaping shall be provided for parking areas. Open green area shall occupy no less than 25 percent of the area of the parking lot.

D. Neighborhood Business District, NB. Ten (10) feet of Type III street frontage landscaping shall be provided along streets public rights-of ways (A planting strip not less than five feet in depth of Type IV landscaping shall be provided for parking areas. The perimeter of properties abutting a residential district zone shall be landscaped to a minimum depth of 10 feet of Type I landscaping. Type V landscaping shall be installed along building facades.

See PMC 20.50.090 for additional standards in the Neighborhood Center Overlay District.

E. Highway Commercial District, HC. Ten (10) feet of Type IV landscaping shall be provided, except bordering residential districts, where Type I landscaping shall be provided. A 10-foot strip of Type III street frontage landscaping shall be provided adjacent to freeway rights-of-way. Type V landscaping shall be installed along building facades.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

F. Office Park District, OP. Twenty (20) feet Type I landscaping shall be provided where bordering residential ~~districts~~ zones and 20 feet of Type I street frontage landscaping shall be located across a public right-of-way from a residential zone (not including the SR 167 right-of-way). Ten (10) feet of Type III street frontage landscaping shall be provided along all other streets and where abutting other districts. Type IV landscaping shall be provided for parking areas. Five (5) feet of building façade landscaping (See 20.70.075) shall be provided. ~~A minimum of 20 feet of Type I landscaping shall be provided where abutting residential districts.~~

G. Commercial District, C. Ten (10) feet of Type I landscaping shall be provided where bordering residential ~~districts~~ zones. Ten (10) feet of Type III street frontage landscaping shall be provided along ~~streets~~ public rights-of-way. Five (5) feet of Type III landscaping shall be provided in the side and rear yards abutting all zoning districts where the side and rear yard are visible from a public right-of-way other than residential, and ~~where abutting other districts~~. Type V landscaping shall be installed along building facades not visible from a public right of way. Type IV landscaping shall be provided for parking areas.

H. Light Industrial District, LI. Twenty (20) feet of Type I landscaping shall be provided where bordering a residential zone. Twenty (20) feet of Type I street frontage landscaping shall be located across a public right-of-way from a residential zone (not including the SR 167 right-of-way) districts. Ten (10) feet of Type III street frontage landscaping shall be provided along other streets and 10 feet where abutting other zoning districts. Five (5) feet of building façade landscaping (See 20.70.075) shall be provided. Type IV landscaping shall be provided for parking areas.

I. Heavy Industrial District, HI. A minimum of 20 feet of Type III street frontage landscaping within the front yard and a minimum of 15 feet of Type III landscaping within the side yard shall be provided. Twenty (20) feet of Type I landscaping shall be provided where bordering ~~the~~ residential ~~districts~~ zones with 20 feet of Type I street frontage landscaping located across a public right-of-way from a residential zone (not including the SR 167 right-of-way). ~~Type III landscaping shall be provided along streets and where abutting other districts.~~ Five (5) feet of building façade landscaping (See 20.70.075) shall be provided. Type IV landscaping shall be provided for parking areas. (Ord. 1578 § 6, 2004; Ord. 1505 § 13, 2001; Ord. 1382 § 1, 1998; Ord. 1361 § 13, 1998; Ord. 985 § 11, 1986).

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

<u>Zone District</u>	<u>Table 20.70.055a</u>				
	<u>Landscape Types – Required Widths</u>				
	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>	<u>Type IV</u>	<u>Type V</u>
<u>RO</u>		<ul style="list-style-type: none"> Minor utility facilities – 10' perimeter 	<ul style="list-style-type: none"> 10' perimeter for all uses except SF and minor utility facilities 		
<u>RS-6, RS-11</u>		<ul style="list-style-type: none"> Minor utility facilities – 10' perimeter 	<ul style="list-style-type: none"> 10' perimeter for all uses except SF and minor utility facilities 		
<u>RML</u>			<ul style="list-style-type: none"> 10' adjacent to right-of-way 5' – side and rear yards. 	<ul style="list-style-type: none"> Required for parking areas 5' façade landscaping 	
<u>NB</u>	<ul style="list-style-type: none"> 10' abutting residential zones 		<ul style="list-style-type: none"> 10' adjacent to right-of-way 	<ul style="list-style-type: none"> 5' perimeter of parking areas Required for parking areas 	<ul style="list-style-type: none"> Installed along building facades
<u>HC</u>	<ul style="list-style-type: none"> 10' adjacent to residential zones 		<ul style="list-style-type: none"> 10' adjacent to State Route 167 (SR 167) 	<ul style="list-style-type: none"> 10' perimeter landscaping (except adjacent to residential zones & SR 167) Required for parking areas 	<ul style="list-style-type: none"> Installed along building facades
<u>OP</u>	<ul style="list-style-type: none"> 20' adjacent to residential zones or across right-of-way from residential zones 		<ul style="list-style-type: none"> 10' adjacent to right-of-way and other non-residential zoning districts. 	<ul style="list-style-type: none"> 5' of façade landscaping Required for parking areas 	
<u>C</u>	<ul style="list-style-type: none"> 10' adjacent to residential zones 		<ul style="list-style-type: none"> 10' adjacent to right-of-way 	<ul style="list-style-type: none"> Required for parking areas 5' façade landscaping 	<ul style="list-style-type: none"> Installed along building facades

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>	<u>Type IV</u>	<u>Type V</u>
<u>LI</u>	<ul style="list-style-type: none"> 20' adjacent to residential zones or across right-of-way from residential zones 		<ul style="list-style-type: none"> 10' adjacent to right-of-way and non-residential zoning districts 	<ul style="list-style-type: none"> Required for parking areas 5' façade landscaping 	
<u>HI</u>	<ul style="list-style-type: none"> 20' adjacent to residential zones or across right-of-way (ROW) from residential zones 		<ul style="list-style-type: none"> 20' adjacent to ROW not abutting a residential zone 15' side and rear yards abutting non-residential zone 	<ul style="list-style-type: none"> Required for parking areas 5' façade landscaping 	

20.70.060 General landscaping requirements.

The following general and minimum site screening standards shall be required in all districts ~~where landscaping is mandatory~~. Landscaping shall meet the requirements of this section as well as the requirements of PMC 20.70.055 and 20.70.070.

A. Landscaped areas shall include liberal use of evergreen or deciduous trees and shrubs, perennial or annual flowers, gravel, river rock, driftwood, rockeries, lawn, or a combination of such materials. Native shrubs and vegetation shall be used wherever possible and practical.

B. Bark mulch, gravel, or other nonvegetative material shall only be used in conjunction with landscaping to assist vegetative growth and maintenance or to visually complement plant material and shall not exceed 35 percent of the landscape area. Calculation of the nonvegetative area shall be shown on the landscape plan. Nonvegetative material is not a substitute for plant material. No artificial lawn or shrubbery will be permitted in landscaped areas.

C. Landscaping shall not conflict with the safety of those using adjacent sidewalks or with traffic safety. Safety features of landscaping shall be discussed at the time of plan review, if necessary.

D. Quantity, arrangement and types of plants installed shall be appropriate to the size of the required landscape area and purpose of planting area as noted in PMC [20.70.070](#).

E. Required landscape areas shall be provided with adequate drainage.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

F. Slopes shall not exceed a three to one ratio (width to height) in order to decrease erosion potential and assist in ease of maintenance.

G. All portions of a lot not devoted to building, parking, storage or accessory uses shall be landscaped in a manner appropriate to the stated purpose of this chapter.

H. All required landscaping depths shall be measured from the property line into the property. All required landscaping areas shall extend to the curb line or the street edge. A crushed rock, bark mulch, or paved path or trail in lieu of landscaping shall be required where appropriate as determined by the City Administrator or designee.

I. Required landscape areas which are inappropriate to landscape due to the existence of railroad facilities or other features on-site shall be relocated first to another lot line, or second, to an equal-sized area in another portion of the lot to be determined by the City Administrator or designee upon review with the owner or developer.

J. Each individual landscaped area between 40 square feet and 100 square feet or less shall include at least one tree a minimum of six feet in height. Where more than one tree is required for an individual landscaping area in excess of 100 square feet, the number of trees may be dispersed throughout the area or clustered together.

K. Where a fire hydrant is located, shrubs 18 inches in height or less must be placed a minimum of five feet away from the hydrant. Shrubs or trees larger than 18 inches in height must be placed a minimum of 20 feet away from a hydrant.

L. All ingress/egress easements which provide corridors to the subject lot not adjacent to a public right-of-way shall be considered the same as public right-of-way. Landscape requirements for easement corridors shall be the same as those required adjacent to public rights-of-way.

M. All trash containers shall be screened from abutting properties and/or streets by a 100 percent sight-obscuring fence or wall and appropriate landscaping.

N. Landscaping shall be placed outside of sight-obscuring or 100 percent sight-obscuring fences unless determined by the community development department that such arrangement would be detrimental to the stated purpose of this chapter.

O. All property abutting SR 167 shall be landscaped to a minimum depth of 10 feet with Type III landscaping unless a larger area is required elsewhere in this chapter.

P. Potentially tall trees shall not be planted under power lines

Q. Street frontage landscaping shall be installed entirely on private property.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

R. Deciduous trees shall be a minimum of two (2) inches in diameter as measured four (4) feet from its base at the time of planting.

S. Evergreens/conifers shall be a minimum of eight (8) feet in height at the time of planting.

T. Shrubs shall be at least twenty-four (24) inches high or wide at the time of planting and shall be a minimum two (2) gallon root ball size.

U. Groundcovers shall be planted and spaced to result in total coverage of the landscape strip within one (1) year. Groundcovers shall be planted at a maximum of twenty-four (24) inches on center or as approved by the City.

V. Grass may be used as groundcover in Type III and IV landscape strips.

W. If fences, hedges or other architectural designs are used along street frontage, they shall be placed inward of the landscape strip. Openings shall be provided to accommodate pedestrian circulation requirements

W. Landscape requirements for all uses established through a conditional use permit shall be determined during the applicable review process.

Z. The area of vehicle overhangs into landscaped areas shall not be counted towards required landscaping.

AA. In Type I and II landscaping, trees shall be staggered in two (2) or more rows when the width of the landscape strip is twenty (20) feet or greater.

BB. The following material will not be regarded as trees:

1. Vine Maple (Acer circinatum).
2. Serviceberry (Amelanchier).
3. Arborvitae (not including Western Red Cedar [Thuja plicata]).
4. Any other tree that could be considered a shrub.

(Ord. 1505 § 13, 2001; Ord. 1489 § 1, 2001; Ord. 1361 § 13, 1998; Ord. 985 § 6, 1986).

20.70.070 Types of landscaping.

The four types of landscaping are described below and depicted in the sketches at the end of this chapter.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

A. Type I Landscaping – Solid Screen (See Figure 20.70.070 A 1).

1. Intent. This subsection is intended to provide the requirements for a physical and visual separator between incompatible uses or intensities/densities. Examples of use: where office park zone borders a residential zone.

2. Description. Type I landscaping is a “full screen,” which functions as a visual barrier. Minimum design requirements are:

a. An earthen berm a minimum of 3.5 feet high, measured from street curb or the crown of the adjacent paved way for road frontages or existing grade for interior lot lines. Mounds of earth used for berming ~~should~~ shall not exceed a slope of three horizontal feet to one vertical foot and a minimum of five feet wide. The berm shall be planted in the following manner:

- i. Vegetative ground cover shall cover a minimum of 50 percent of the landscape strip area at maturity. Inert ground cover such as wood chips, bark, decorative rock or other appropriate inert organic material shall be used between plantings. Lawns seeded and sodded are prohibited from use on earthen berms.
- ii. A solid wall of trees and/or dense hedge with a mix of deciduous and evergreen trees placed to form a continuous screen within five years, with a minimum depth of 10 feet.
- iii. At least 70 percent evergreen plants.
- iv. Coniferous and broadleaf trees may include a mixture of sizes but shall not be less than ~~four~~ eight (8) feet in height at time of planting. Tree material at time of planting shall be of mature size within five years of installation. ~~Maximum~~ Minimum mature height shall be 10 feet. Evergreen trees shall be spaced no more than 15 feet on center.
- v. Deciduous trees may include a mixture of sizes but shall be fully branched, have a minimum caliper of two (2) inches ~~as measured~~ four (4) feet from its base and a minimum height of eight (8) feet at time of planting. Tree material at time of planting shall be of sufficient size to meet the minimum height and screening requirements of the landscape level within five years of installation. Minimum mature height shall be 10 feet. Deciduous trees shall be spaced no more than 20 feet on center.
- vi. Shrubs may include a mixture of sizes but shall not be less than two gallon size containers at time of planting. Evergreen shrubs shall be

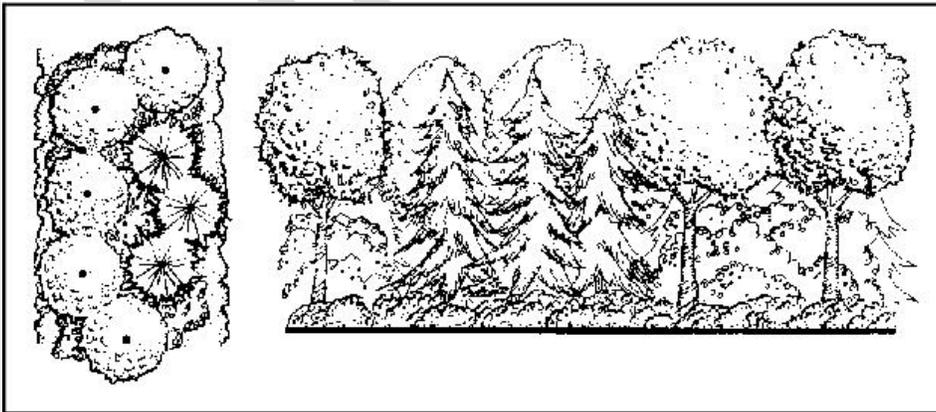
Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

spaced no more than four feet apart and to achieve a height of six feet within five years.

b. Street Frontage Landscaping. Street trees shall be planted behind the utility easement (back of the sidewalk) along the property frontage. ~~Shrubs, and/or groundcover shall be planted along the property frontage within city right-of-way adjacent to the subject property. The type and location of plantings shall be determined by the city.~~ Vegetative ground cover shall cover a minimum of 50 percent of the landscaping strip area at three years and attain 100 percent coverage within five years. The type and location of plantings shall be determined by the ~~director~~ Community Development Manager. Street trees located back of the utility easement shall be planted on a maximum of 30 feet on center and to be a minimum two and one-half-inch caliper as measured four (4) feet from its base upon planting. Upon review and approval by the ~~director~~ Community Development Manager, street frontage landscaping may vary in width in accordance PMC 20.70.075 or 20.70.150 (B), with a minimum of five feet, provided the total required amount is provided on site. Applicants are strongly encouraged to utilize plant material native to the Pacific Northwest and introduced plants common to the Pacific Northwest, in order to retain the natural character of the region and to use plants that are best suited to the climate of the Pacific Northwest. Applicants are strongly encouraged to utilize drought tolerant plants that do not require regular irrigation after the planting season.

Figure 20.70.070 A 1

Type I Landscaping



Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

B. Type II Landscaping – Filtered Screen (See Figure 20.70.070 B 1).

1. Intent. Type II landscaping is a “filtered screen” which functions as a visual separator. Filtered screening is intended to reduce incompatibility between uses, for example, between utility facilities and residences.

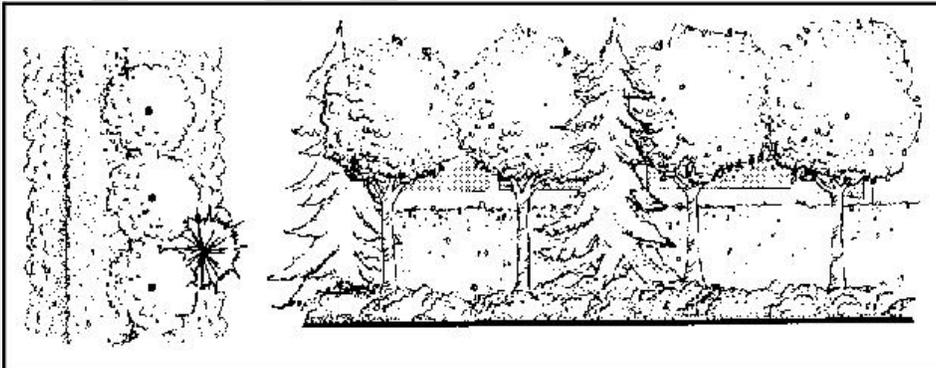
2. Description. Type II landscaping shall consist of:

- a. A mix of evergreen and deciduous trees and shrubs spaced to create a filtered screen within three years;
- b. At least 50 percent deciduous trees and at least 30 percent evergreen trees;
- c. Evergreen trees spaced no more than 15 feet on center;
- d. Deciduous trees spaced no more than 20 feet on center;
- e. Evergreen shrubs spaced no more than five feet apart and that achieve a height of six feet within three years; and
- f. Ground cover.

Street frontage landscaping shall be located behind the sidewalk, with a minimum depth of 10 feet.

[Figure 20.70.070 B 1](#)

[Type II Landscaping](#)



C. Type III Landscaping – See-Through Buffer (See Figure 20.70.070 C 1).

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

1. Intent. Type III landscaping is a “see-through buffer” which functions as a partial visual separator to soften the appearance of streets, parking areas and building elevations. See-through buffering is intended for use between streets and a land use, for example, along streets in the neighborhood business district.

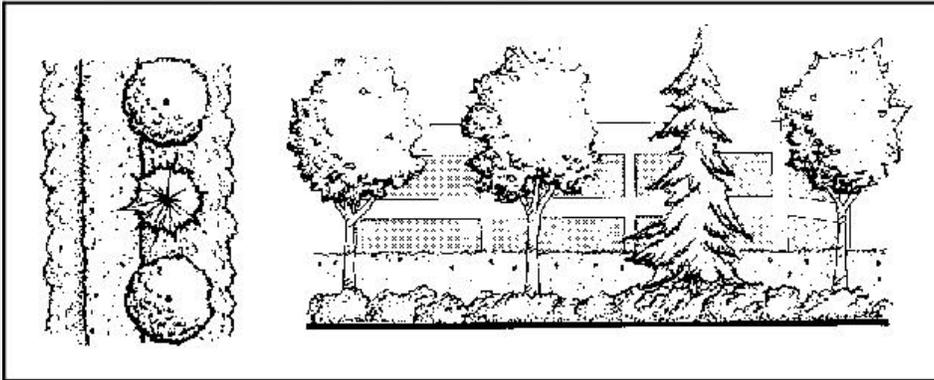
2. Description. Type III landscaping shall consist of:

- a. A mix of evergreen and deciduous trees spaced to create a continuous canopy within 10 years;
- b. At least 50 percent deciduous trees and no more than 65 percent;
- c. Trees spaced no more than 25 feet on center;
- d. Evergreen shrubs spaced no more than four feet apart that do not exceed a height of four feet at maturity; and
- e. Ground cover.

Street frontage landscaping ~~can be located in front or behind the sidewalk, with shall have~~ a minimum depth of 10 feet, ~~and with street areas located behind the utility easement.~~

[Figure 20.70.070 C 1](#)

[Type III Landscaping](#)



D. Type IV Landscaping – Parking Area Landscaping. (See [Figure 20.70.070 D 1](#))

1. Intent. Type IV landscaping is “parking area landscaping” which provides shade and visual relief, and maintains clear sight lines within parking areas.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

2. Description. Type IV landscaping shall consist of:

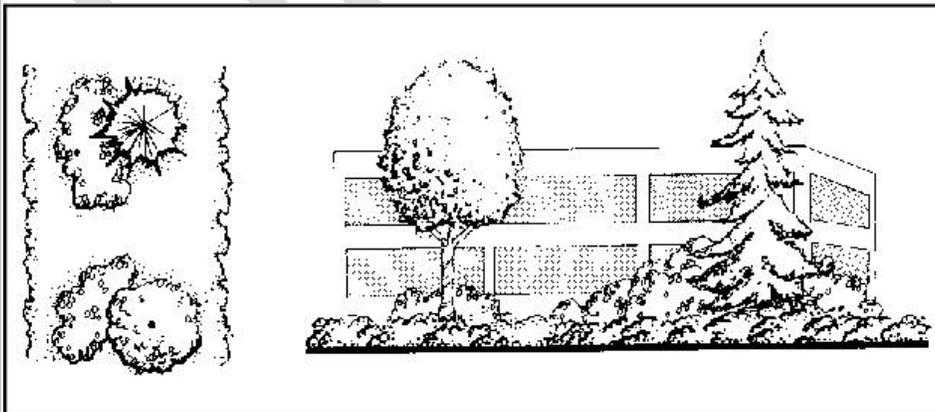
- a. Canopy-type deciduous trees or broadleaf evergreen trees, evergreen shrubs and a mix of evergreen and deciduous ground covers planted in wells or strips;
- b. Shrubs that do not exceed a height of four feet at maturity;
- c. Plantings contained in planting wells or strips having an area of at least 100 square feet and with narrowest dimensions of at least five feet in width;
- d. Planting wells or strips which each contain at least one tree; and
- e. Ground cover.

3. Street frontage landscaping ~~can be located in front of or~~ shall be located behind the sidewalk with the street trees located behind the utility easement. Stormwater management control structures, including detention ponds and biofiltration swales, may be permitted in landscape areas subject to approval of the City Administrator or designee.

4. All tree species planted under Puget Sound Energy (PSE) power lines shall be in accordance with PSE planting trees guidelines. (Ord. 1505 § 13, 2001; Ord. 1361 § 13, 1998; Ord. 985 § 7, 1986).

Figure 20.70.070 D 1

Type IV Landscaping



Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

E. Type V Landscaping.

1. Type V is small-scale building facade landscaping which provides visual interest and a buffer between buildings and sidewalks or common areas.

2. Type V landscaping shall consist of:

a. Shrubs spaced no more than five (5) feet apart; and

b. Groundcover.

Figure 20.70.070 E 1

Type V Landscaping



20.70.075 Landscaping of Building Facades

A. Type IV landscaping shall be planted along building facades, as noted 20.70.055.

B. The width of the street frontage landscaping may be reduced twenty-five percent (25%) if the area comprising the twenty-five percent (25%) is allocated to landscaping located adjacent to the street facing facade of the building(s) on a site. The landscaping shall be placed in a manner and consist of vegetation determined by the Community Development Manager, to provide equal or greater screening from the street.

BC. Groundcover shall be a maximum of two (2) feet along building facades.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

20.70.080 Parking lots.

Parking areas shall comply with requirements for Type IV landscaping under PMC [20.70.070](#). (Ord. 1361 § 13, 1998; Ord. 985 § 8, 1986).

20.70.090 Maintenance.

A. All landscaping and screening areas shall be maintained in a healthy, growing condition. Broken, dead, or dying trees, shrubs, or plants shall be replaced ~~immediately~~ within one (1) month. All landscaping and screening areas shall be maintained reasonably free of weeds and trash.

B. Sprinkling systems for watering landscaped areas ~~will shall be encouraged~~ required (See [20.70.145](#)).

C. Any trees, shrubs, or plants which are susceptible to injury by pedestrian or motor traffic ~~should~~ shall be protected by appropriate curbs, tree guards, or other protective devices.

~~D. The building inspector Community Development Manager or his designated representative is authorized and empowered to notify the owner of any property required to be landscaped or the agent, tenant, lessee, or assignee of any such owner that said landscaping is not being adequately maintained and the specific nature of such failure to maintain. Such notice shall be in accordance with Chapter 20.82 of the Pacific Municipal Code. The notice shall specify the date by which said maintenance must be accomplished and shall be sent by certified mail, addressed to the owner at the owner's last known address. Noncompliance with this notice by the specified date shall constitute authorization by the property owner for the building inspector Community Development Manager or his designated representative to use the necessary resources to bring the landscaping into compliance with this chapter. Cost for this work will be billed to the property owner. (Ord. 1361 § 13, 1998; Ord. 985 § 9, 1986).~~

20.70.100 Appeals.

Repealed by Ord. 1505. (Ord. 1361 § 13, 1998; Ord. 985 § 10, 1986).

20.70.120 Protection of significant trees.

To provide the best protection for significant trees, applicants:

A. Shall provide during the construction stage either:

1. A temporary five-foot-high fence; or
2. A line of five-foot-high, orange colored, two-by-four stakes placed no more than 10 feet apart.

B. Shall place the fence or stakes in a line generally corresponding to the drip line of any significant tree(s) to be retained.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

C. Shall construct a rock well if the grade level around the tree is to be raised by more than one foot. The diameter of the well shall be equal to the diameter of the trunk plus five feet.

D. Shall not install impervious surfaces, excavate, store, or drive equipment within the area defined by such fencing or stakes.

E. Shall not lower the grade level within the larger of the two areas defined as follows:

1. The drip line of the tree(s); or
2. An area around the tree equal to one foot diameter for each inch of tree trunk diameter measured four feet above the ground.

F. May use alternative protection methods if determined by the city to provide equal or greater tree protection. (Ord. 1361 § 13, 1998).

20.70.130 Restoration of significant trees.

Significant trees which would otherwise be retained, but which were damaged or destroyed by fault of the applicant shall be replaced ~~as follows; in a manner determined by the Director.~~

- ~~1. For each significant tree removed, three (3) deciduous trees, a minimum of two (2) inches in caliper measured at four (4) feet from its base at the time of planting; or~~
- ~~2. Three (3) evergreen trees with a minimum height of eight (8) feet, not including growth leaders; or~~
- ~~3. Any combination of the above, with a minimum of three (3) trees.~~
- ~~4. All trees required to be replanted as mitigation shall be replanted prior to occupancy.~~
- ~~5. Any trees replanted for mitigation purposes shall be in addition to any required landscaping for the proposed project.~~

20.70.135 Approved Street Tree List

Street trees are trees that are planted in the public right-of-way. The type of street tree planted is dependent on the site constraints of the development. These constraints could include in part, sidewalk width, rooting space, building setbacks, soils, pedestrian clearance, site distance clearance and the location of overhead power lines. Following is the approved street tree list for

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

the City. Any proposed street tree shall be approved by the Public Works and Community Development Managers prior to installation.

Common Name	Scientific Name	Height (feet)	Width (feet)	Shape	Minimum Spacing (feet)
Crimson Sentry Maple	<i>Acer platanoides 'Crimson Sentry'</i>	30	12	Upright, oval	15
Norwegian Sunset Maple	<i>Acer truncatum x Acer platanoides 'Keithsform'</i>	30	25	Oval	30
Washington Hawthorn	<i>Crataegus phaenopyrum</i>	30	25	Upright Oval	30
Tschonoskii Crabapple	<i>Malus transitoria 'Tschonoskii'</i>	30	14	Pyramidal	20
Yoshino Cherry	<i>Prunus x yedoensis 'Yoshino'</i>	30	30	Upright spreading	35
Lavalle Hawthorn	<i>Crataegus x lavallei</i>	28	20	Irregular vase shape	30
Apollo Maple	<i>Acer saccharum</i>	25	10	Narrow to columnar	20
Flame Maple	<i>Acer ginnala 'flame'</i>	20	20	Round, spreading low branches	30
Flamingo Box Elder	<i>Acer negundo 'Flamingo'</i>	20	15	Oval to round	25
Japanese Hornbeam	<i>Carpinus japonicus</i>	20	25	Vase shape	30
Purple Prince Crabapple	<i>Malus 'Purple Prince'</i>	20	20	Rounded	25
Golden Raindrops Crabapple	<i>Malus transitoria 'Schmidtcutleaf'</i>	20	15	Upright, vase shape	20
'Ivory Silk' Japanese Lilac Tree	<i>Syringia reiculata 'Ivory Silk'</i>	20	15	Upright, spreading	25
Leprechaun Ash	<i>Fraxinus pennsylvanica</i>	18	16	Dense, compact, round	25
Red Barron Crabapple	<i>Malus 'Red Barron'</i>	18	8	Narrow, columnar	20
Red Cascade Mountain Ash	<i>Sorbus Americana 'Dwarfscrown'</i>	18	8	Compact oval	20
Red Jewel Crabapple	<i>Malus 'jewelcole'</i>	15	12	Upright, pyramidal	25

A. Small Street Trees

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

B. Medium Street Trees

Common Name	Scientific Name	Height (feet)	Width (feet)	Shape	Minimum Spacing (feet)
Queen Elizabeth Maple	<i>Acer campestre</i> 'Evelyn'	35	25	Upright, branching, oval	30
Sensation Box Elder	<i>Acer negundo</i> 'Sensation'	30	25	Round	35
Red Sunset Maple	<i>Acer rubrum</i> 'Red Sunset'	45	30	Upright Oval	35
Pacific Sunset Maple	<i>Acer truncatum</i> x <i>Acer plantanoides</i> 'Warrenred'	30	15	Pyramidal	25
Autumn Blaze Maple	<i>Acer x fremani</i> 'Feffersred'	45	30	Oval, round	40
Frans Fontaine Hornbeam	<i>Carpinus betulus</i> 'Frans Fontaine'	30	15	Columnar	20
Raywood Ash	<i>Fraxinus oxycarpa</i> 'Raywood'	30	20	Oval with dense crown	25
Maidenhair Tree	<i>Ginkgo biloba</i> 'Magyar'	60	25	Narrow, pyramidal	30
Imperial Honeylocust	<i>Gleditsia triacanthos</i>	35	35	Rounded	45
Galaxy Magnolia	<i>Magnolia</i> 'Galaxy'	30	15	Upright, oval	20
Edith Bogue Southern Magnolia	<i>Magnolia grandiflora</i> 'Edith Bogue'	25	20	Vase shape, becoming round	30
Columnar Sargent Cherry	<i>Prunus sargentii</i> 'Columnaris'	35	15	Columnar, narrow vase shaped	30
Spire Cherry	<i>Prunus x hillieri</i>	30	10	Upright, columnar, narrowly vase shaped	25
Capital Callery Pear	<i>Pyrus calleryana</i> 'Capital'	45	15	Narrowly conical	25
Chanticleer Callery Pear	<i>Pyrus Calleryana</i> 'Chanticleer'	40	20	Narrow, conical	25
Edgewood Pear	<i>Pyrus Calleryana</i> x <i>betulaefolia</i> 'Edgewood'	30	25	Oval to rounded	35
'Crimson Spire' Oak	<i>Quercus</i> 'Crimschmidt'	40	15	Columnar, tightly fastigiata	20
Skyrocket Oak	<i>Quercus robur</i> 'Fastigiata'	45	15	Narrow, fastigiata	35
Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'	40	30	Uniform pyramidal form	35
Prospector Elm	<i>Ulmus wilsoniana</i> 'Prospector'	40	30	Vase shape	35
Green Vase Zelkova	<i>Zelkova serrata</i> 'Green Vase'	45	30	Vase shape	35
Musashino	<i>Zelkova serrata</i> 'Musashino'	45	20	Upright, vase shape	30

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

20.70.140 Installation requirements.

All landscaping and required irrigation shall be installed prior to issuance of a final certificate of occupancy, final inspection or in accordance with the conditions of preliminary plat approval. (Ord. 1361 § 13, 1998).

20.70.145 Irrigation Requirements

All planting required for new development in multi-family, commercial, business park, and industrial zones and in long subdivisions (street trees only) shall receive sufficient water to ensure survival as follows:

A. Landscaped areas shall be installed with the following irrigation systems or water conservation methods:

1. Moisture sensor (may be required);
2. Automatic timers set for operation periods which minimize evaporation and assure adequate moisture levels;
3. Sprinkler heads (of the pop-up type) designed to provide adequate coverage for all landscaping. Other sprinkler heads may be allowed upon approval by the City;
4. Separate irrigation zones for turf and planting beds;
5. Group together plants with similar water needs;
6. Augmenting existing soils with loamy soil; and
7. Covering the base of plants with mulch to minimize evaporation.

B. The Community Development Manager may allow an exemption from the irrigation requirements if the applicant provides:

1. Landscape areas where at least seventy percent (70%) of the existing vegetation is undisturbed;
2. Landscaping in areas where existing site conditions (i.e., high water table) assure adequate moisture to sustain growth;
3. Despite physical constraints preventing automatic irrigation, a manual scheduled method is proposed and approved.

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

20.70.150 Alternative landscape options.

The following alternative landscape options are permitted only as approved by the Community Development Manager subject to the following criteria, provided the alterations meet the intent of the landscape requirements of Chapter 20.70.

- A. Incorporation of existing vegetation to augment new plantings in the planting design.
- B. Reduction of Type I landscaping by no more than 20 percent when incorporating solid-screen wood fences, hedges, architectural barriers or berms into the landscape design. The reduced landscaping in such cases shall be reallocated to other portions of the site.
- C. The relocation of required landscaping to other portions of the property where compliance with special easements is necessary;

(Ord. 1505 § 13, 2001; Ord. 1361 § 13, 1998).

20.70.160 Bonds/security requirements.

~~A. If landscaping is not installed prior to an application for a temporary or final certificate of occupancy, and the City Administrator or designee determines that the landscaping was not or cannot be installed due to weather or other circumstances beyond the control of the applicant, the City Administrator or designee may approve deferral of landscaping installation upon the filing of a landscape bond, letter of credit, or other suitable financial guarantee that is approved by the City Administrator or designee. A. Prior to issuance of any construction or grading permits for the purpose to construct a stand alone parking lot for vehicles or commercial trailers within the multi-family, commercial, office park, and industrial zones and within preliminary plats (for street trees only if required), a landscape bond or other suitable financial guarantee as approved by the Community Development Manager and City Attorney shall be submitted to the Department of Community Development. The amount of the landscape bond or other financial guarantee shall equal one hundred fifty percent (150%) of the estimated cost of the required landscaping, irrigation and labor.~~

B. Prior to issuance of a "Certificate of Occupancy" within the multi-family, commercial, office park, and industrial zones a landscape bond or other suitable financial guarantee as approved by the Community Development Manager and City Attorney shall be submitted to the Department of Community Development. The amount of the landscape bond or other financial guarantee shall equal one hundred fifty percent (150%) of the estimated cost of the required landscaping, irrigation and labor.

C. Prior to issuance of a final certificate of occupancy or final inspection the construction of a stand alone parking lot for vehicles or trailers, a maintenance bond or other acceptable financial

Proposed Revisions to the Landscape Codes – PMC Chapter 20.70

guarantee equal to 30 percent of the replacement cost of the required landscaping shall be submitted and approved by the Community Development Manager and City Attorney. The bond or other acceptable financial guarantee shall be maintained for a three-year period, at which point the Community Development Manager shall determine if the bond shall be released or is needed for maintenance within the landscaped areas. (Ord. 1505 § 13, 2001; Ord. 1361 § 13, 1998).

20.70.170 Deferral of Landscape Improvements

The installation of required landscaping prior to occupancy may be deferred up to one (1) year by the Community Development Manager if drought conditions have been declared by the state. If the installation of landscaping is deferred due to drought conditions, the applicant shall submit a landscape performance bond, or other suitable financial guarantee, equal to one hundred fifty percent (150%) of the estimated cost of the landscaping, labor and irrigation system prior to occupancy. Landscaping shall be installed within 60 days following cessation of the drought conditions or as mutually agreed upon between the City and the applicant.

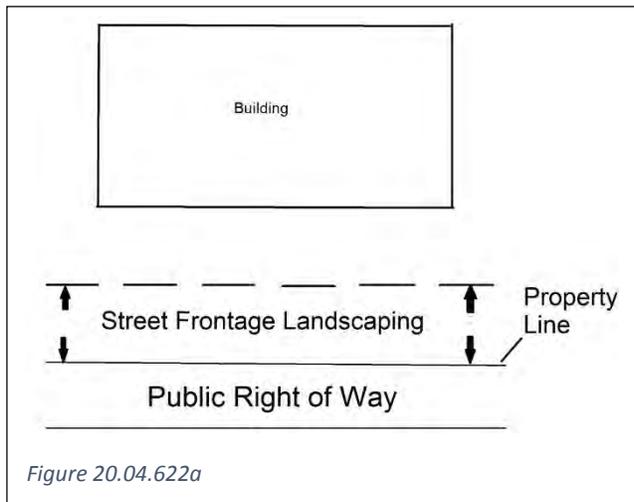
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20.04.602 Small Scale Building Façade Landscaping

Small scale building are buildings of less than 30 feet in width.

20.04.622 Street Frontage Landscaping

Landscaping required under PMC 20.70.055 to be located adjacent to a public right-of-way and is installed entirely on private property outside of the public right-of-way (See Figure 20.04.622a).



Commercial Residential Mixed Use District

20.51.090 Other required conditions.

The following additional conditions shall apply in a MC district.

A. All operations conducted on the premises shall not constitute a nuisance by reason of smoke, fumes, odor, steam, gases, vibrations, noise, hazards or other causes, beyond the property boundary lines, and shall comply with the provisions of PMC [20.68.160](#).

B. All sites having a common boundary line with a residential classified property shall have erected and maintained a view-obscuring wall, fence, or coniferous hedge not less than five feet, nor more than six feet, in height for screening purposes and controlling access. Where the wall of a building is on such common property line, no separate wall or fence need be installed along that portion of the boundary occupied by the building. Public utility installations need only fence and screen, with appropriate materials such as base plantings of coniferous shrubs or trees and climbing coniferous plant materials on the fences to minimize the commercial character of such installation, with the area surrounding the fenced and screened enclosure landscaped and planted to create a park like atmosphere.

C. All sites and activities in the MC district shall comply with Chapter [20.70.055 \(G\)](#) PMC, Landscaping. (Ord. 1796 § 1, 2011).

Neighborhood Business Zone

20.52.090 Other required conditions.

The following additional conditions shall apply in an NB district:

A. In any NB district directly across the street from any residential district designated in this title, the parking and loading facilities shall be distant at least 20 feet from the street; provided, that the foregoing requirement of this section shall not apply where such residential district is separated from the NB district by a street planned to have a right-of-way of 80 feet or more; provided further, that a screen wall and/or landscaping is established and maintained on the NB property.

B. All operations conducted on the premises shall not constitute a nuisance by reason of smoke, fumes, odor, steam, gases, vibrations, noise, hazards or other causes, beyond the property lines, and shall comply with the provisions of PMC [20.68.160](#).

C. All sites having a common boundary with a residentially classified property shall provide solid screen (Type I) landscaping in accordance with PMC [20.70.070\(A\)](#) and [20.70.055\(D\)](#). Public utility installations shall provide Type II landscaping.

D. All sites and activities in the NB district shall comply with Chapter [20.70](#) PMC, Landscaping. (Ord. 1361 § 3, 1998; Ord. 485 § 7.09, 1971).

Ancillary Landscape Code Revisions

Light Industrial (LI) Zone

20.60.100 ~~Greenbelt. Landscaping~~

~~All sites having a common boundary line with a residential zone property shall have planted and maintained a view-obscuring coniferous greenbelt of shrubs, trees and native vegetation not less than six feet in height nor less than 10 feet in width, for screening purposes and controlling access. See PMC 20.70.055 (H)~~ (Ord. 1745 § 2, 2009; Ord. 1457 § 3, 2000; Ord. 485 § 9.10(A), 1971).



Agenda Bill No. 15-172

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: January 19, 2016
SUBJECT: Engineering Agreement for Water System Modeling

ATTACHMENTS:

- Resolution No. 2015-308
- Professional Services Agreement with Scope of Work and Budget

Previous Council Review Date: N/A

Summary: The Department of health requires the City to update the Water System Plan every six years. City staff are currently updated the document. However, a critical component of that update is a water system hydraulic model requiring specialized computer programs. City staff have solicited statements of qualifications from qualified engineering firms from the MRSC roster. Interviews of the two submitting firms were conducted on November 19, 2015. The selected firm is RH2 Engineering, Inc. Staff has negotiated a scope and budget.

Recommended Action: Staff recommends Council approve Resolution No. 2015-308.

Motion for Consideration: "I move to" approve Resolution No. 2015-308, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC. FOR WATER SYSTEM HYDRAULIC MODELING

Budget Impact: If accepted by City Council, the cost of the services will not to exceed \$20,194.00. These funds have been allocated in the 2016 Water Utility Budget.

Alternatives: None recommended

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2015-308

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RH2 ENGINEERING, INC. FOR WATER SYSTEM HYDRAULIC MODELING.

WHEREAS Washington Administrative Code (WAC) 246-296-100(10) requires water purveyors to update their water system plan (WSP) every six years and submit the WSP to the Department of Health (DOH);

WHEREAS City staff are updating the WSP;

WHEREAS a critical component of the WSP is an hydraulic model of the water system to determine future capital improvements required to determine potable and fire flow capabilities of the system; and

WHEREAS City staff do not have the time availability or the computer programs required to develop the model;

WHEREAS City staff have solicited statements of qualifications from firms listed on the Municipal Research Services Center (MRSC roster);

WHEREAS based on criteria established by city staff and conducting interviews of two firms, RH2 Engineering, Inc. has been determined to be the most highly qualified firm among the firms considered;

WHEREAS City staff have negotiated a scope of work and budget with RH2 Engineering, Inc. to complete the required tasks;

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

Section 1. The Pacific City Council hereby authorizes the execution of a contract between the City of Pacific and RH2 Engineering, Inc. for water system hydraulic modeling for fees of \$20,194.00.00.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 25th day of January, 2016, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the "CITY")
100 – 3rd Avenue S.E.
Pacific, Washington 98047
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and RH2 Engineering, Inc., a Washington State for Profit Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

RH2 Engineering, Inc. (hereinafter the "CONSULTANT")
Address: 950 Pacific Avenue, Suite 1220
City, State, Zip: Tacoma, WA 98402

Contact: Mr. David Matz, P.E. Phone: 253.327.1521 Fax: 425.951.5401

for professional services in connection with the following Project:

Water system hydraulic modeling

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on December 29, 2015, (“Commencement Date”) and shall terminate on June 30, 2016 unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$20,194.00, including Washington State sales tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____”.

OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

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

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. **Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. **Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. **Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

Phone: 253-929-1100
Fax: 253-939-6026

RH2
Attn: Geoffrey Dillard
950 Pacific Avenue, Suite 1220
Tacoma, WA 98402

Phone: 253.327.1521
Fax: 425.951.5401

16. **Resolution of Disputes and Governing Law.**

A. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved mutual good-faith negotiation between the parties in a reasonable time, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. **General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document

as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF PACIFIC, WASHINGTON

RH2 Engineering, Inc.

By: _____
Leanne Guier
Mayor

By: Geoffrey G. Dillard

Name: GEOFFREY G. DILLARD

Date: _____

Title: DIRECTOR

Date: 1-7-16

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

Exhibit A
SCOPE OF WORK
City of Pacific
Hydraulic Model Update and Calibration
January 2016

Background

The City of Pacific's (City) water supply is drawn from three groundwater sources. Treatment of the City's water supply is located at the City's well site in Algona. This water is then pumped to the City through a pipeline. The City's water distribution system includes approximately 30 miles of water main in a single pressure zone. The City also owns, operates, and maintains a 750,000-gallon water distribution storage facility and a 3,500 gallon per minute (gpm) booster pump station.

In 2008, the City updated its Water System Plan (WSP). Much of the City's water main is 50 to 100 years old, and many of the older mains are undersized and reaching the end of their design life. The WSP and associated hydraulic model identified numerous areas of the City's distribution network in need of improvement to meet future water system demands and fire flows. The City has prioritized these replacement needs, and has carried out systematic replacement as part of its annual water main replacement program. Since the 2008 WSP, the City has completed a number of water infrastructure projects in conjunction with road reconstruction and other projects, including the Stewart Road and Valentine Avenue water main replacements.

City staff is currently updating the WSP. RH2 Engineering, Inc., (RH2) is to provide hydraulic analyses for the City to update its WSP distribution system needs for the 20-year horizon. An update and analysis of the water distribution system's hydraulic model will also be performed as part of this project, along with a review of predicted system growth and water demands via water system delivery and usage data. Due to the nature of the work, RH2 will utilize and rely upon the data, information, and materials provided by the City.

RH2 will assist the City by performing the following tasks:

- Assist the City in conducting field calibration testing of the water system.
- Update and calibrate the City's existing hydraulic model.
- Redistribute demands in the hydraulic model based on meter records, Geographic Information Systems (GIS) information, and telemetry data.
- Evaluate proposed improvements and how they can be implemented to address system-wide issues and operation for:
 - Current conditions at maximum day demand (MDD);
 - 10- and 20-year horizon at projected MDD;
 - Current fire flow;
 - Projected 10- and 20-year horizon fire flow; and
 - Projected 10- and 20-year horizon at peak hour demand (PHD).

The results of these efforts will be discussed in a technical memorandum. This Scope of Work includes the following tasks.

Task 1 – Hydraulic Model Update and Calibration

Objective: Update and calibrate the City's existing hydraulic model to reflect existing and projected future conditions. Prepare current and future demand scenarios.

Approach:

- 1.1 Meet with the City once (1) to discuss the project objectives and goals. Request data pertinent to the execution of the work. Review system operational issues and discuss conditions, system demands, and scenarios to be evaluated.
- 1.2 Conduct one (1) conference call with the City to establish field calibration strategy and methodology. Establish flow testing parameters and areas to be studied.
- 1.3 Update the existing hydraulic model with system verification data, demand allocations, and proposed future improvements.
- 1.4 Conduct field calibration. *Anticipate one (1) field day to perform hydrant testing with two (2) RH2 staff members at eight (8) hours each. It is assumed that RH2 will provide flow equipment and pressure data loggers. City staff will operate the valves.*
- 1.5 Create calibration scenarios and calibrate model.
- 1.6 Meet with the City once (1) to discuss the results of calibration.

Provided by the City:

- Field calibration assistance.
- Telemetry information and meter reading records.

RH2 Deliverables:

- Calibration methodology and equipment.
- Calibrated hydraulic model based on calibration goals.

Task 2 – Hydraulic Modeling

Objective: Establish modeling parameters and perform hydraulic simulations to identify and prioritize system improvements and operational strategies with the City.

Approach:

- 2.1 Conduct one (1) conference call with the City to confirm the City's project goals and strategies.
- 2.2 Create simulation scenarios and run the model under current and future scenarios to identify operational improvements.
- 2.3 Analyze and evaluate system improvements for current, 10-year, and 20-year Capital Improvement Program.
- 2.4 Coordinate with the City on an as-needed basis for WSP development and input. *(Anticipate 8 hours.)*
- 2.5 Prepare a fire flow map for current conditions, 10-year and 20-year horizon documenting the results of the hydraulic modeling.
- 2.6 Prepare a technical memorandum and meet with the City to review the results.

RH2 Deliverables:

- Technical memorandum.
- Fire flow map for current, 10-year, and 20 year-horizon.

Project Schedule

RH2 shall have the project completed and a technical memorandum and fire map to the City by the end of February 2016.

EXHIBIT B

City of Pacific

Hydraulic Model Update and Calibration

Estimate of Time and Expense

Description		Total Hours	Total Labor	Total Expense	Total Cost
Classification					
Task 1	Hydraulic Model Update and Calibration				
1.1	Meet with City once (1) to discuss the project objectives and goals	8	\$ 1,436	\$ 92	\$ 1,528
1.2	Conduct one (1) conference call with the City to establish field calibration	4	\$ 718	\$ 18	\$ 736
1.3	Update the existing hydraulic model	12	\$ 2,040	\$ 106	\$ 2,146
1.4	Conduct field calibration	16	\$ 2,872	\$ 656	\$ 3,528
1.5	Meet with City once (1) to discuss the results of calibration	4	\$ 756	\$ 48	\$ 804
	Subtotal	44	\$ 7,822	\$ 919	\$ 8,741
Task 2	Hydraulic Modeling				
2.1	Conduct one (1) conference call with City to confirm project goals	5	\$ 969	\$ 24	\$ 993
2.2	Create simulation scenarios and run the model under the scenarios	8	\$ 1,360	\$ 89	\$ 1,449
2.3	Analyze and evaluate system improvements	13	\$ 2,329	\$ 113	\$ 2,442
2.4	Coordinate with City on as-needed basis for WSP development and input	8	\$ 1,436	\$ 63	\$ 1,499
2.5	Prepare a fire flow map	16	\$ 2,720	\$ 171	\$ 2,891
2.6	Prepare a technical memorandum and meet with City to review results	12	\$ 2,046	\$ 132	\$ 2,178
	Subtotal	62	\$ 10,860	\$ 592	\$ 11,452
PROJECT TOTAL		106	\$ 18,682	\$ 1,512	\$ 20,194

**EXHIBIT C
RH2 ENGINEERING, INC.
SCHEDULE OF RATES AND CHARGES**

2016 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$213.00	Technician	IV	\$137.00
Professional	VIII	\$213.00	Technician	III	\$129.00
Professional	VII	\$204.00	Technician	II	\$101.00
			Technician	I	\$96.00
Professional	VI	\$189.00			
Professional	V	\$180.00	Administrative	V	\$128.00
Professional	IV	\$170.00	Administrative	IV	\$108.00
			Administrative	III	\$92.00
Professional	III	\$159.00	Administrative	II	\$77.00
Professional	II	\$150.00	Administrative	I	\$65.00
Professional	I	\$137.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

Exhibit A
SCOPE OF WORK
City of Pacific
Hydraulic Model Update and Calibration
December 2015

Background

The City of Pacific's (City) water supply is drawn from three groundwater sources. Treatment of the City's water supply is located at the City's well site in Algona. This water is then pumped to the City through a pipeline. The City's water distribution system includes approximately 30 miles of water main in a single pressure zone. The City also owns, operates, and maintains a 750,000-gallon water distribution storage facility and a 3,500 gallon per minute (gpm) booster pump station.

In 2008, the City updated its Water System Plan (WSP). Much of the City's water main is 50 to 100 years old, and many of the older mains are undersized and reaching the end of their design life. The WSP and associated hydraulic model identified numerous areas of the City's distribution network in need of improvement to meet future water system demands and fire flows. The City has prioritized these replacement needs, and has carried out systematic replacement as part of its annual water main replacement program. Since the 2008 WSP, the City has completed a number of water infrastructure projects in conjunction with road reconstruction and other projects, including the Stewart Road and Valentine Avenue water main replacements.

City staff is currently updating the WSP. RH2 Engineering, Inc., (RH2) is to provide hydraulic analyses for the City to update its WSP distribution system needs for the 20-year horizon. An update and analysis of the water distribution system's hydraulic model will also be performed as part of this project, along with a review of predicted system growth and water demands via water system delivery and usage data. Due to the nature of the work, RH2 will utilize and rely upon the data, information, and materials provided by the City.

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The results of these efforts will be discussed in a technical memorandum. This Scope of Work includes the following tasks.

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Objective: Update and calibrate the City’s existing hydraulic model to reflect existing and projected future conditions. Prepare current and future demand scenarios.

Approach:

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- Field calibration assistance.
- Telemetry information and meter reading records.

RH2 Deliverables:

- Calibration methodology and equipment.
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Objective: Establish modeling parameters and perform hydraulic simulations to identify and prioritize system improvements and operational strategies with the City.

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- 2.4 Coordinate with the City on an as-needed basis for WSP development and input. *(Anticipate 8 hours.)*
- 2.5 Prepare a fire flow map for current conditions, 10-year and 20-year horizon documenting the results of the hydraulic modeling.
- 2.6 Prepare a technical memorandum and meet with the City to review the results.

RH2 Deliverables:

- Technical memorandum.
- Fire flow map for current, 10-year, and 20 year-horizon.

Project Schedule Currently, the City desires the model calibration, technical memorandum and fire flow map to be completed around the middle of February 2016.

PRELIMINARY

EXHIBIT B

City of Pacific

Hydraulic Model Update and Calibration

Estimate of Time and Expense

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Classification					
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PROJECT TOTAL		106	\$ 18,682	\$ 1,512	\$ 20,194

PRELIMINARY

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			Mileage		Current IRS Rate

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.



Agenda Bill No. 16-011

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: January 19, 2016
SUBJECT: Setting Public Hearing for Consideration of Alteration of Speed Limit on West Valley Highway

ATTACHMENTS:

- Resolution 2016 – 312

Previous Council Review Date: N/A

Summary: An engineering and traffic analysis was conducted by Transpo Group on West Valley Highway. The study examined current street conditions in accordance with RCW 46.61.415 and City policy regarding the alteration of speed limits. The study recommends altering the speed limit on West Valley Highway from 25 MPH to 35 MPH.

This Public Hearing is required to receive public testimony regarding the proposed alteration of the speed limit on West Valley Highway.

Recommendation/Action: Receive public testimony at the February 1, 2016 City Council meeting regarding Resolution No. 2016- 312.

Motion for Consideration: "I move to approve Resolution No. 2016 – 312 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON FEBRUARY 1, 2016 AT 6:30 PM, OR AS SOON THEREAFTER, IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO RECEIVE PUBLIC TESTIMONY REGARDING ALTERATION OF THE SPEED LIMIT ON WEST VALLEY HIGHWAY from 25 MPH to 35 MPH.
."

Budget Impact: N/A

Alternatives: N/A

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 312

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON FEBRUARY 1, 2016 AT 6:30 PM, OR AS SOON THEREAFTER, IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO RECEIVE PUBLIC TESTIMONY REGARDING ALTERATION OF THE SPEED LIMIT ON WEST VALLEY HIGHWAY A CITY STREET IN PACIFIC, WASHINGTON.

WHEREAS, an engineering and traffic analysis was conducted by Transpo Group on West Valley Highway; and

WHEREAS, the study examined current street conditions in accordance with RCW 46.61.415 and City policy regarding alteration of speed limits on City streets; and

WHEREAS, the study recommends an altering of the speed limit on West Valley Highway; and

WHEREAS, the Public Works Department will report to City Council on February 1, 2016 the findings and recommendations in the Transpo Group's report; and

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

Section 1. That public testimony be heard regarding alteration of the speed limit on West Valley Highway from 25 MPH to 35 MPH, at a public hearing scheduled for Monday, February 1, 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 that

Section 2. The City Clerk is directed to provide Notice of such hearing as required by law.

PASSED BY THE CITY COUNCIL this 19th day of January, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Agenda Bill No. 16-012

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: February 8, 2016
SUBJECT: Alteration of West Valley Speed Limit

ATTACHMENTS:

- Ordinance No. 2016 – 1924
 - West Valley Highway Speed Study
-

Summary: The speed limit on West Valley Highway was established at 40 MPH by Ordinance No. 373 (May 1964); reaffirmed by Ordinance No. 1056 (1988) and reduced to 25 MPH by Ordinance No. 1854 (2013).

West Valley Highway is classified as an arterial street and requires a traffic engineering analysis to alter the speed limit pursuant to Revised Code of Washington (RCW) 46.61.415. As such, the City Council requested that Public Works conduct a traffic engineering analysis.

Transpo Group was selected from the MRSC consultant roster as the most qualified transportation engineering firm to conduct an engineering and traffic study. The results of Transpo Group's traffic engineering investigation recommended that the speed limit on West Valley Highway be set at 35 MPH.

The speed limit alteration on West Valley Highway was discussed with the City's Public Works Committee on January 6, 2016. The Public Works Committee accepted the recommendation of the consultant and asked that the issue be brought before council for deliberation.

A Public Hearing was scheduled, Resolution No. 2016 – 312, for February 1, 2016 to receive public testimony on the proposed speed limit alteration on West Valley Highway. At this public hearing, the testimony from the public was _____. (a summary of the comments from the public hearing)

Recommendation/Action: Staff recommends Council approve Ordinance No. 2016 – 1924, to alter the speed limit on West Valley Highway from 25 MPH to 35 MPH, and that the staff be given direction to post signs reflecting this change to the speed limit on the effective date of the Ordinance.

Motion for Consideration: I move to approve Ordinance No. 2016-1924, an Ordinance altering the speed limit on West Valley Highway from 25 MPH to 35 MPH in accordance with the recommendations and findings of Transpo Group's engineering and traffic investigation, and that the staff be direction to post signs reflecting this change to the speed limit on the effective date of the Ordinance.

Budget Impact: Estimate \$800 to install new 35 MPH speed limit signs.

Alternatives: Do not approve ordinance and reestablish the 40 MPH speed limit on West Valley Highway.

**CITY OF PACIFIC,
WASHINGTON**

ORDINANCE NO. 2016-1924

**AN ORDINANCE OF CITY OF PACIFIC, WASHINGTON,
RELATING TO SPEED LIMITS ON STREETS IN THE CITY;
ALTERING THE SPEED LIMIT ON WEST VALLEY HIGHWAY
FROM 40 MPH TO 35 MPH; AMENDING SECTION 10.32.030
OF THE PACIFIC MUNICIPAL CODE.**

WHEREAS, the speed limit on West Valley Highway was established at 40 MPH in 1964 by Ordinance No. 373 and codified in Section 10.32.030(1); and

WHEREAS, the 40 MPH speed limit was reaffirmed on West Valley Highway in 1988 by Ordinance No. 1056 in Section 10.32.030(1); and

WHEREAS, the City Council directed the lowering of the speed limit on West Valley Highway from 40 to 25 MPH in 2013; and

WHEREAS, the City Council has expressed its interest in having Public Works reexamine the speed limit on West Valley Highway; and

WHEREAS, West Valley Highway is classified as a arterial street; and

WHEREAS, the alteration of speed limits pursuant to RCW 46.61.415 for arterial streets require an engineering and traffic investigation; and

WHEREAS, City staff selected Transpo Group from the MRSC consultant roster as the most qualified transportation engineering firm to conduct an engineering and traffic study; and

WHEREAS, the results of the Transpo Group's engineering and investigation recommended a change of the speed limit on West Valley Highway from 25 MPH to 35 MPH; and

WHEREAS, adopted City policy (Resolution 2014-215) requires that the findings of an engineering and traffic investigation pertaining to alteration of a speed limit be discussed with the Public Works Committee; and

WHEREAS, the Transpo Group's speed limit alteration recommendation for West Valley Highway was discussed with the Public Works Committee on January 6, 2016; and

WHEREAS, the Public Works Committee affirmed the recommended speed limit alteration on West Valley Highway; and

WHEREAS, a public hearing was held on February 1, 2016 to take public testimony on the proposed speed limit alteration; and

WHEREAS, after deliberation, the City Council considered this Ordinance during a regular public meeting;

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

Section 1. Section 10.32.030 is hereby amended to read as follows:

10.32.030 Increasing speed limit in certain zones. It is determined upon the basis of an engineering and traffic investigation that the speed limits permitted by state law upon the streets designated in this section is less than is necessary for safe operation of vehicles thereon by reason of the designation and signposting of the streets as arterial highways and/or by reason of widely-spaced intersections, and it is declared that the speed limit shall be as set forth in this section on those streets or parts of streets designated in this section at the times specified when signs are erected giving notice thereof.

Name of Street	Speed Limit
1. West Valley Highway	40- <u>35</u> MPH at all times
2. All other streets	25 MPH

Section 2. The City staff is hereby directed to place signs along West Valley Highway at appropriate intervals reflecting the change in the speed limit on the effective date of this Ordinance.

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

APPROVED BY THE CITY COUNCIL ON 8th DAY OF FEBRUARY, 2016.

LEANNE GUIER, MAYOR

ATTEST:

AMY STEVENSON-NESS, CITY CLERK

Approved as to form:

CAROL MORRIS, CITY ATTORNEY

TECHNICAL MEMORANDUM

Date:	December 31, 2015	TG:	15469.00
To:	Lance Newkirk, City of Pacific		
From:	Jon Pascal, PE, PTOE and Ryan Peterson, PE, Transpo Group		
Subject:	West Valley Highway Speed Study – Summary of Findings		

This memorandum has been prepared to summarize the results of the speed study conducted for West Valley Highway between Jovita Boulevard E to the south and 1st Avenue W to the north. An evaluation of the posted speed limit along West Valley Highway was conducted at the request of the City. The evaluation considered adopted City policies for modifying speed limits, but also utilized best practice research that was conducted to identify suggested criteria that should be considered when modifying the posted speed limit.

Background

West Valley Highway is classified as a major arterial oriented in a north-south direction and located in the western portion of City limits. The corridor segment within Pacific is also located within southern King County and northern Pierce County.

The speed limit on West Valley Highway was set at 40 MPH by the City of Pacific via Ordinance No. 373 (March 31, 1964). The City Council passed Ordinance No. 1854 December 9, 2013 temporarily lowering the speed limit from 40 MPH to 25 MPH the entire length of West Valley Highway. This action was taken for public safety purposes and the lowered speed limit was to remain in effect during the engineering design for roadway improvements.

The City was awarded federal transportation funding for both King and Pierce County sections of West Valley Highway to design improvements to the roadway.

AHBL was hired by the City for the duration of the engineering design to develop road improvements along the King and Pierce County segments of West Valley Highway. AHBL commissioned Transpo Group to conduct a traffic study for the King County and Pierce County sections of West Valley Highway to support the design efforts. Information collected as part of the traffic study was utilized in the analysis and for developing recommendations for altering the speed limit along West Valley Highway.

Study Area Description

The study area focused on the section of roadway within the City of Pacific, between Jovita Boulevard on the south, to just north of 3rd Avenue SW. Land use along the corridor includes several commercial businesses on the east side of the roadway and a steep slope on the west side. The intersection of West Valley Highway/Jovita Boulevard is signalized. The intersection of West Valley Highway/3rd Avenue SW is stop-controlled on all approaches.

There is no on-street parking, bicycle facilities, or sidewalks along the roadway.



Existing Process for Modifying Posted Speed Limits

The City of Pacific has adopted policies that should be followed when modifying or setting speed limits. The City policy follows Washington State law (WAC 468-95-045), which requires an engineering and traffic investigation to determine if a speed limit modification is warranted. This study is being conducted to determine what speed the speed limit should be set at along this section of West Valley Highway.

City of Pacific Policy

The City of Pacific adopted, by resolution (2014-215), on November 24, 2014 procedures for modifying or setting speed limits. The resolution establishes that the City shall conduct an engineering and traffic investigation prior to altering posted speed limits. The engineering and traffic investigation shall consider the 85th percentile speed, accident history, land-use characteristics, non-motorized activities and amenities, roadway characteristics and parking when evaluating the appropriateness of the posted speed limit.

Washington State Law

State law (RCW 46.61.400) sets Washington's basic speed law and the maximum speed limits for state highways, county roads, and city streets. The law allows local agencies, such as City of Pacific, to raise or lower maximum speed limits, but requires an "engineering and traffic investigation" to support the modification of speed limits to determine a "reasonable and safe maximum limit" for a specific roadway segment. Agencies may develop additional guidelines or policies that build from the basic requirements of the law to provide more consistency on how speed limits are set within their jurisdiction.

State law also requires agencies to adopt uniform standards for traffic control devices (RCW 47.36). The State formally adopted the 2009 Manual on Uniform Traffic Control Devices (MUTCD) on November 17, 2011; therefore, the MUTCD is, by reference, state law. When the MUTCD was adopted, the State modified Section 2B.13 of the MUTCD by removing the statement indicating the posted speed limit "should be within 5 mph of the 85th-percentile speed of free flowing traffic." While this section is a guidance statement, and therefore not required, modifying it allows jurisdictions to identify the most appropriate speed limit based on their own criteria.

Best Practices for Modifying Posted Speed Limits

Research was also conducted to identify best practices agencies employ when setting or modifying posted speed limits. National and local publications from federal, state and local agencies, professional organizations, universities, and industry groups were reviewed. One publication that provides very good guidance on this subject is titled *Methods and Practices for Setting Speed Limits* that was published by the FHWA and ITE in April 2012. In general, the publications that were reviewed all confirmed that agencies set speed limits based on engineering studies.

The research also found that some agencies establish additional guidelines, beyond the requirement for an engineering study, to assist in the setting or modifying of posted speed limits. The guidelines provide more specific criteria that should be considered in the process. Our research showed that the following measures or criteria could be considered with modifying posted speed limits:

- Speed limits should be based on the 85th percentile of prevailing speeds.
- Modifications should only occur in 5 mph increments.
- The speed or pace that a majority of vehicles are travelling.
- The number or density of driveways and intersections.
- The roadway characteristics such as lane width, shoulder type and width, existing non-motorized facilities, alignment, topography, and on-street parking.

- Safety considerations such as collision rates, sight distance, and pedestrian and bicycle activity levels.
- Roadway functional classification.
- Land uses or development patterns.

The research conducted indicates that the City of Pacific has adopted policies for setting and modifying posted speed limits that are consistent with national best practices.

Setting Speed Limits

Agencies typically set speed limits based on the prevailing speed. Figure 1 provides an illustration on the relationship between posted speed limits and prevailing speeds.

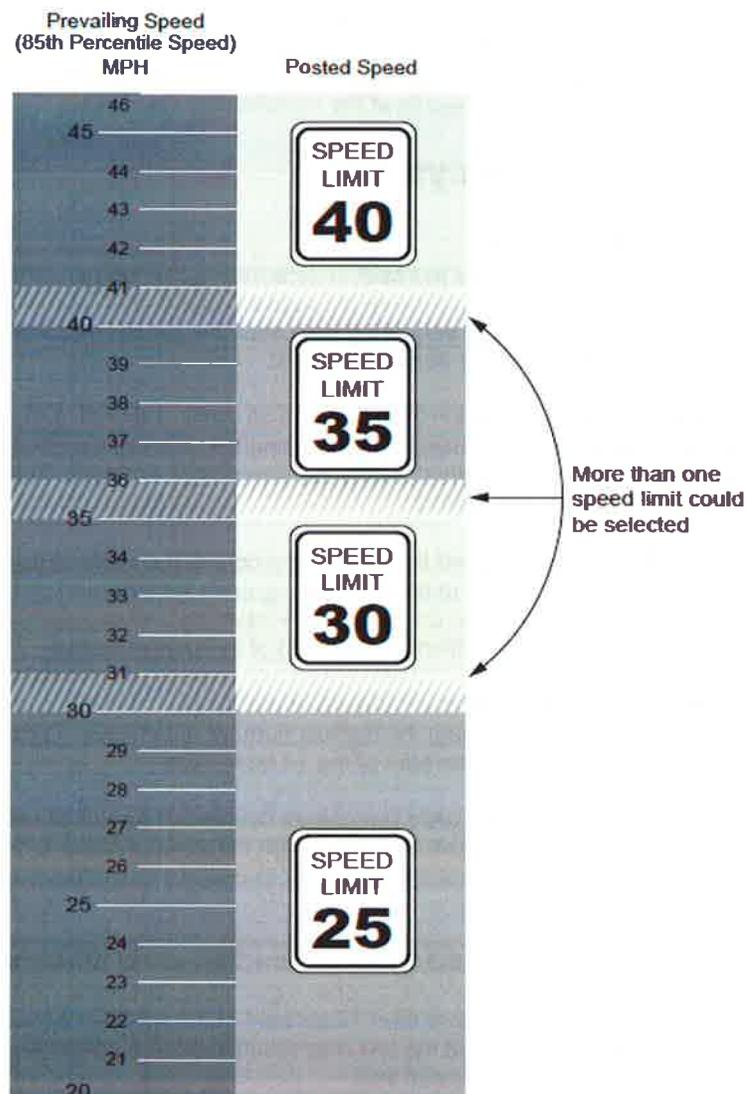


Figure 1. Relationship of Prevailing Speeds to Posted Speeds

In general, the figure represents a simplistic way in determining how prevailing speeds can be used to set specific speed limits. The illustration and overall methodology of basing speed limits on prevailing speeds will likely work in most situations, but there will always be situations where additional considerations will apply. These considerations should include measures such as roadway alignment, collision history, land use patterns, and functional classification, to name a few.

Changing Speed Limits to Achieve Lower Speeds

Also clearly highlighted in the research was the fact that setting the speed limit to achieve a desired speed does not produce favorable results. Research by other entities throughout the country has consistently shown that changing speed limits alone does not significantly alter travel speeds. Such a concept may seem counterintuitive to the general public, but studies indicate most drivers will operate at speeds that are safe and reasonable. In other words, the prevailing speed of traffic is a consistent way of determining the speed limit because reasonable drivers will consider roadway and roadside conditions when selecting travel speeds. The prevailing speed is generally referred to as the speed at which a majority of the vehicles are travelling.

Speed and Safety Analysis

Speed Data Methodology

Speed studies use a variety of metrics to assist in determining the “reasonable and safe maximum speed limit.” The key speed indicators include the median speed, 85th percentile speed, 10 mph pace, percent in pace, and percent of vehicles 5 mph over the speed limit. The definition and purpose of these speed indicators are described below.

Median Speed – The speed in which 50 percent of all traffic is traveling at or below. This statistical measure is not typically used in determining the appropriate posted speed limit, but is used as a point of reference in understanding the prevailing conditions. The median speeds should be under the posted speed limit.

85th Percentile Speed – The speed in which 85 percent of the traffic is traveling at or below. The 85th percentile speed is often used as a starting point for determining the speed limit, to take into account that 15 percent of drivers may be traveling unreasonably fast. Typically, the 85th percentile speed should be within 5 to 10 mph of the posted speed.

10 mph Pace – The 10 mph pace is a measure of the range in speeds and is defined as the consecutive 10 mph range containing the highest number of vehicles. Typically, the posted speed limit should be near the upper limit of the 10 mph pace.

Percent in Pace – The percent in pace represents the percentage of all vehicles traveling within the 10 mph pace. It is desirable to have a high percentage of the total number of vehicles in the 10 mph pace. The speed limit should be set to capture a high percentage of vehicles within the 10mph pace.

Percent of Vehicles 5 mph over the Speed Limit – The number of vehicles traveling over the posted speed limit by at least 5 mph. As a general guideline, speeding along a roadway segment may be an issue when more than 15 percent of the vehicles exceed the speed limit by at least 5 mph. Setting a speed limit too low may result in a large percentage of vehicles traveling 5 mph or more over the speed limit.

Speed Data Summary

Vehicle speeds were collected along West Valley Highway, between County Line Road and 1st Avenue W for seven weekdays in November 2013 and north of Jovita Boulevard E along the Pierce County segment in May 2015. Collection tubes were positioned approximately ¼ mile north and south of 3rd Avenue SW, approximately 300 feet north of County Line Road East, and approximately ¼ mile north of Jovita Boulevard E. Detailed summaries of the speed data by direction are included in Attachment A.

The posted speed limit of the roadway during the data collection was 40 mph for every location with the exception of West Valley Highway north of Jovita Boulevard E. The City lowered the posted speed limit from 40 mph to 25 mph in December 2013. At the time data was collected north of Jovita Boulevard E the posted speed limit was 25 mph.

Table 1 summarizes the key speed indicators for West Valley Highway.

Table 1. Speed Data Summary

Location	Posted Speed ¹ (mph)	Direction	ADT ²	Median Speed (mph)	85th Percentile (mph)	10 mph Pace	% in Pace	% of Vehicles 5 mph over Speed Limit ³
<i>King County</i>								
W Valley Hwy n/o 3rd Ave SW	40	NB	2,500	39	43	34-44	79%	7%
W Valley Hwy s/o 3rd Ave SW	40	NB	2,900	38	42	33-43	78%	5%
	40	SB	3,500	36	40	31-41	79%	2%
W Valley Hwy n/o County Line Rd E	40	NB	2,800	39	43	34-44	82%	7%
	40	SB	3,500	37	41	33-43	71%	3%
<i>Pierce County</i>								
W Valley Hwy n/o Jovita Blvd E	25	NB	2,500	31	36	26-36	75%	93%
	25	SB	3,400	28	34	25-35	57%	66%

1. The posted speed limit was lowered to 25 from 40 in December 2013. Reflects speed limit at the time of data collection in 2013.

2. Average Weekday Daily Traffic.

3. Represents the vehicles exceeding the posted speed limit by at least 5 mph.

To further summarize the speed analysis, the following series of charts illustrate the vehicle speeds collected at each of the tube locations along the corridor. Individual data points were grouped into 5 mph hour ranges and graphed by direction. It should be noted that 40 mph was the posted speed limit for the King County locations during data collection and it was then lowered to 25 mph in December 2013. Exhibits 1 to 4 summarize the speed distribution along West Valley Highway for each of the tube locations. The graphs show the percentage of people operating in speed ranges of 5 mph.



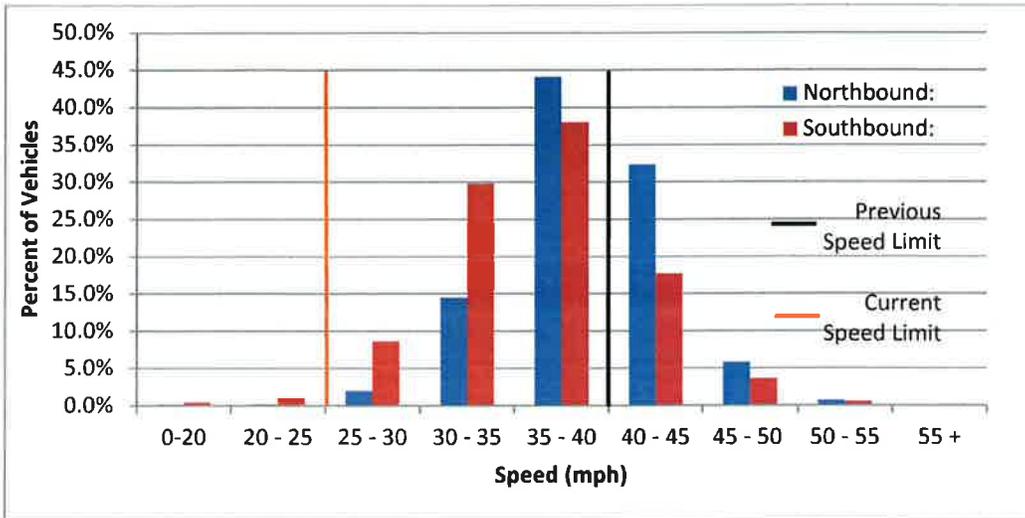


Exhibit 1. Vehicle Speeds by Direction: West Valley Highway north of 3rd Avenue SW

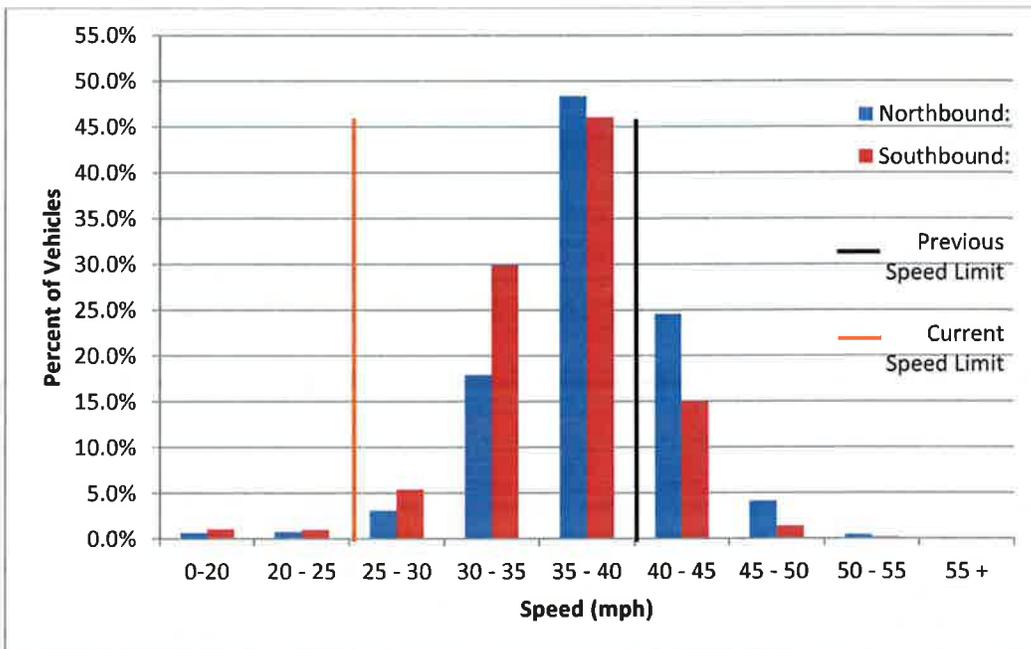


Exhibit 2. Vehicle Speeds by Direction: West Valley Highway south of 3rd Avenue SW



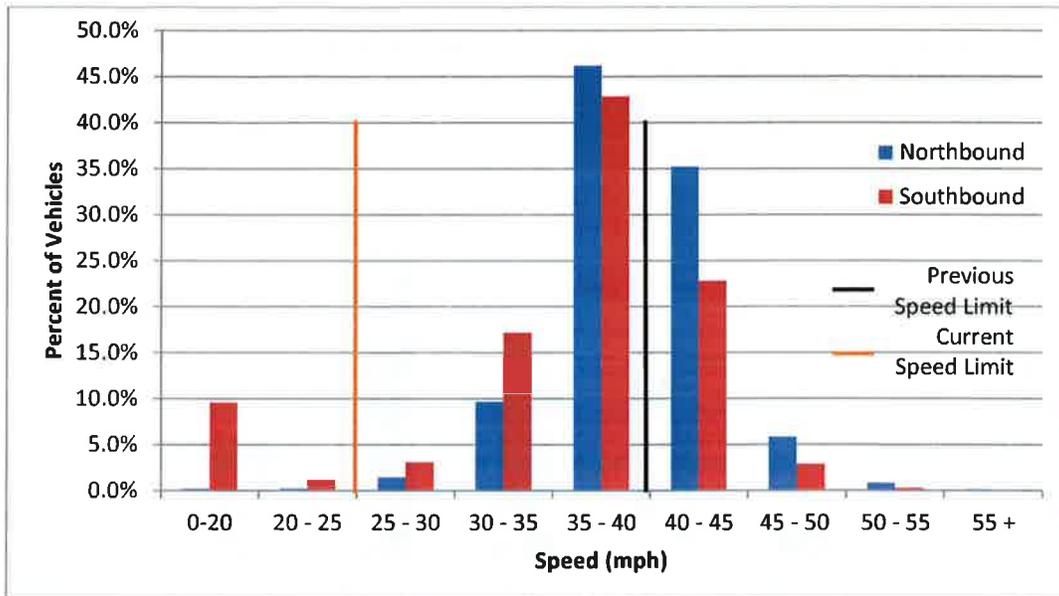


Exhibit 3. Vehicle Speeds by Direction: West Valley Highway north of County Line Rd E

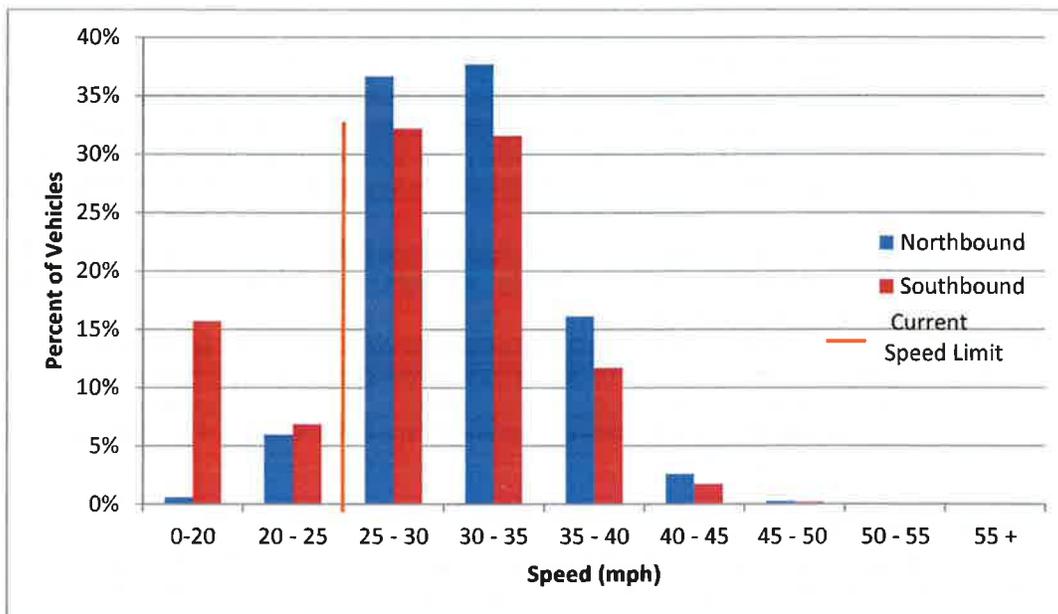


Exhibit 4. Vehicle Speeds by Direction: West Valley Highway north of Jovita Blvd E

Results indicate that the majority of vehicles are traveling at less than 45 mph. It should also be noted that almost 10 percent of southbound vehicles just north of County Line Road E are traveling between 0 and 20 mph. Speed data collected just north of Jovita Boulevard E showed a significant percentage of southbound vehicles traveling under 25 mph, as shown in Exhibit 5. The slower speeds typically occur between 3 p.m. and 6 p.m. Field observations indicate long southbound queues from the West Valley Highway / Jovita Boulevard E. intersection.



Lower speeds are likely a result of the queuing and congestion caused along southbound West Valley Highway as result of drivers using this roadway as an alternate route to the regular congestion and delays along SR 167.

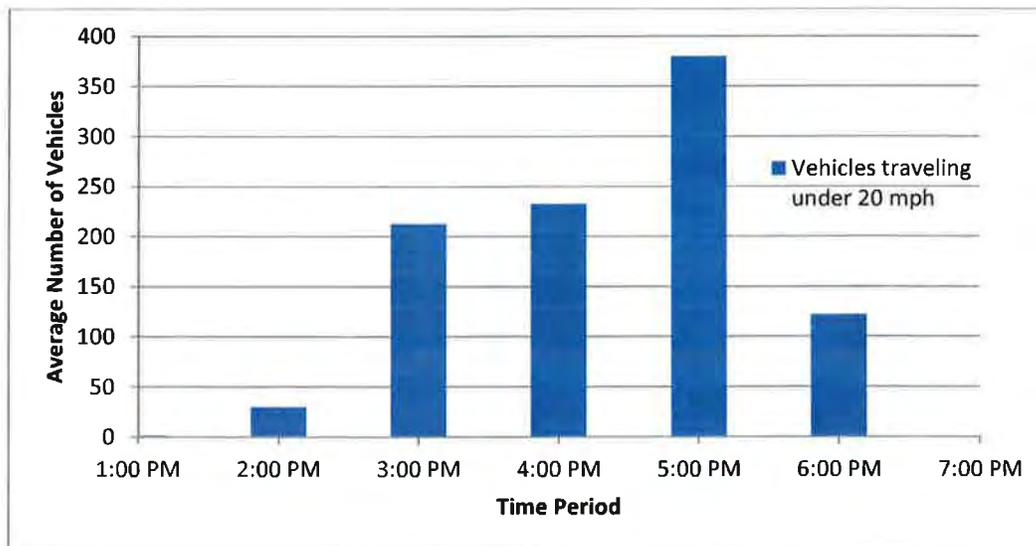


Exhibit 5. Speed by Hour: West Valley Highway north of Jovita Blvd E

Based on the speed data results, the following conclusions can be made:

- At the time when the posted speed was 40 mph, the 85th percentile speed varied between 40 and 43 mph. Along the Pierce County segment of the corridor, the 85th percentile speed varied between 34 and 36 mph. Typically, the 85th percentile speed is one of the factors used to set the posted speed limit and should be within 5 to 10 mph of the posted speed.
- The 10 mph pace was between 31-44 mph for locations collected in King County and 25 and 35 mph for the location in Pierce County. The upper limits of the 10 mph pace should be close to the posted speed limit.
- The percentage of vehicles traveling 5 mph or greater over the posted speed limit of 40 mph ranged from 3 to 7 percent. The percentage of vehicles traveling 5 mph or greater over the posted speed limit of 25 mph ranged from 66 to 93 percent. Typically, any location higher than 15 percent indicates a possible speeding issue or a location that needs to be further monitored.

Collision History

Collision records for the most recent complete five-year period were reviewed for the study area. Historical collision data was provided by WSDOT, but originates from local law enforcement agencies, such as the City of Pacific Police Department. The data was for the period of January 1, 2010 to December 31, 2014. A review of historical collisions was completed to identify potential safety issues for vehicles, pedestrians, and cyclists as well as to determine whether safety issues warrant a lower speed limit. Table 2 provides a summary of the collision types for the data that was analyzed.



Table 2. Historical Vehicle Collision Summary¹

Year	Type of Collision							Severity			Total Collisions
	Rear End	Entering at Angle	One Turn/ One Straight	Sideswipe	Head-on	Object	Other	PDO ²	Injury	Fatality	
2010	1	0	1	0	0	0	0	2	0	0	2
2011	2	2	0	1	0	1	0	5	1	0	6
2012	1	2	0	0	0	1	1	5	0	0	5
2013	3	0	0	0	0	0	2	5	0	0	5
2014	3	0	0	0	0	0	0	3	0	0	3
Total Collisions	10	4	1	1	0	2	3	20	1	0	21

Source: WSDOT

1. Data collected January 1, 2010 through December 31, 2014

2. Property Damage Only

The majority of collisions along the corridor appear to be caused by roadway conditions and congestion. As shown in Table 2, rear end and angle collisions were the most frequent type of crashes reported. Rear end collisions are common when drivers may rapidly alter vehicle speed while approaching an intersection or in response to turning vehicles. Angle type collisions are a result of vehicles entering or exiting driveways along the corridor. These collisions typically involve two or more vehicles. No fatalities occurred and only one evident injury was recorded out of the 21 total collisions. No pedestrian or bicycle collisions were reported in the study area.

As noted previously, queues during the weekday PM peak hour were observed to extend from the intersection of West Valley Highway / Jovita Boulevard E. As shown in Exhibit 6, several rear-end collisions have occurred for vehicles traveling southbound in this area. Contributing factors to these collisions may include vehicle queues, limited sight distance from vegetation, roadway curvature, and inattention.

Review of the collision data did not show any specific correlation to speed-related causes such as driving too fast for conditions or exceeding the posted speed limit. The majority of accidents were related to failing to grant proper right-of-way to vehicles or driver inattention. Additionally, the data did not show any correlation to collision frequency based on before and after the speed limit on West valley Highway was lowered.

Evaluation of the Posted Speed Limit

An evaluation of the posted speed limits within the study area was completed using the City's adopted framework for modifying speed limits and the recommended guidelines found in the best practice research. Table 3 summarizes the posted speed limit based on the identified criteria.

Table 3. Evaluation of Posted Speed Limits on West Valley Highway (Jovita Blvd to 3rd Ave SW)

Criteria	Field Condition	Speed Limits Supported		
		30 mph	35 mph	40mph
85th Percentile Speed ¹	Posted @ 40: 40-43 mph Posted @ 25: 35 mph		✓	✓
Modify Speed Limit in 5 mph increments	25 mph	✓		
Pace of Vehicles ¹	Posted @ 40: 31 – 44 mph Posted @ 25: 25 – 35 mph		✓	✓
Annual Collision rates ³	1.51	✓	✓	✓
Roadway Characteristics				
Density of Driveways & Intersections	~22/mile			
Pedestrian and Bicycle Activity	Minimal activity		✓	✓
Functional Classification	Major arterial			
Land Uses	Primarily Commercial			

1. Based on 2013 and 2015 speed data.

2. Collision rates based on data from 2010 to 2014.

3. Statewide average rate for minor arterials is 1.30 (2011 Washington State Data Summary)

The *Methods and Practices for Setting Speed Limits* that was published by the FHWA and ITE in April 2012 and has set forth several approaches to calculating speed limits. One approach evaluates operating speeds and other site characteristics, including density of driveways and intersections. The report recommends the following for road segments in developed areas:

- If at least one of the following is true, the speed limit is the 5 mph multiple closest to the 50th percentile speed:
 - Signals per mile >4
 - Pedestrian/bike activity is high (examples of areas with "high" activity include downtown areas or the presence of paved sidewalks, marked crosswalks and pedestrian signals)
 - Parking activity is high (parking on both sides of the road with parking limits that do not exceed 60 minutes, with at least 30 percent of parking spaces occupied during weekdays)
 - Driveways per mile >60
- If driveways per mile > 40 and < 60 and signals per mile >3, and Area Type is commercial then the speed limit is the 5mph multiple obtained by rounding down the 85th percentile speed.
- For all other conditions, the speed limit is the 5 mph multiple closest to the 85th percentile speed.

Findings

Analysis of the speed data and evaluation of the adopted speed limit policy framework and best practice research does not support permanently setting the posted speed limit along West Valley Highway to 25 mph. While speeds have been reduced as a result of the change in posted speed to 25 mph, drivers are still operating at speeds that are far above the posted speed.



- The current 85th percentile speed of 35 mph supports a posted speed limit of 35 mph.
- The 85th percentile speed of 40 to 43 mph under the previously posted speed limit supports a posted speed of 40 mph.
- The current 10 mph pace is between 25 and 35 mph. The upper limits of the 10 mph pace should be close to the posted speed limit. This data would support a posted speed of 35 mph.
- The previous 10 mph pace was between 31 and 44 mph. This data would support a posted speed of 40 mph.
- The percent of vehicles traveling 5 mph or greater over the posted speed limit of 25 mph in the study locations are 93% and 66% for northbound and southbound, respectively. A high percentage of vehicles traveling greater than 5 mph over the speed limit could indicate excessive speeds along the corridor or the speed limit of 25 mph is too low for conditions. When evaluating the previous percent of vehicles traveling 5 mph over the posted speed of 40 mph, the percentages decrease to between 2% and 7%.
- Based on guidelines, the recommended posted speed limit correlating with the density of driveways and intersections along West Valley Highway is 35 or 40 mph.

Recommendations

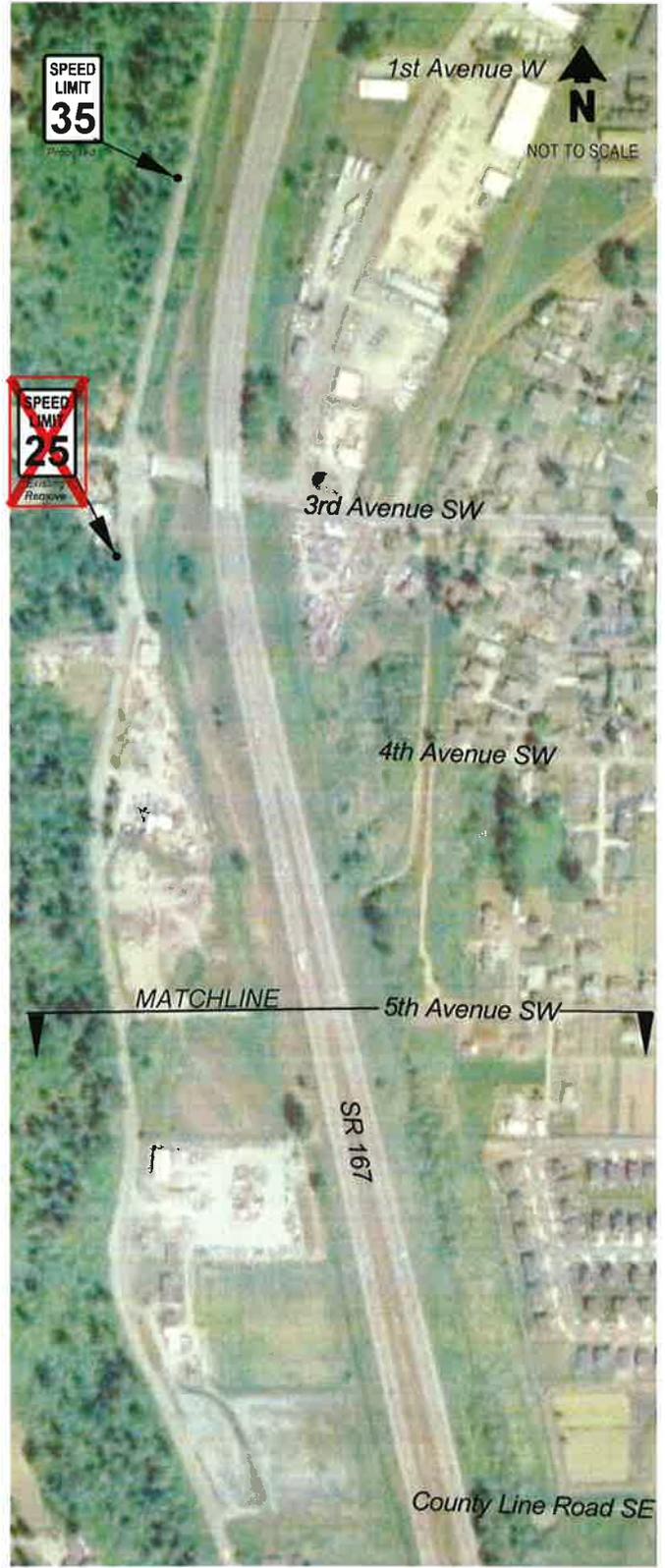
It is recommended that the speed limit along West Valley Highway be set at 35 mph. This is based on analysis of the speed data and collision history, adopted City procedures for modifying or setting speed limits, evaluation of speed limit policy best practices, and other general guidelines used in setting posted speed limits.

Signing Plan

Existing speed related signing currently includes a R2-1-25 speed limit sign for northbound traffic located just north of the Jovita Boulevard E intersection. In addition, an R2-1-25 speed limit sign for southbound traffic is located just south of the 3rd Avenue SW intersection.

Proposed signing reflecting the change in posted speed limit to 35 mph is shown in Exhibit 7 and summarized as follows:

- Replace the R2-1-25 sign for northbound traffic with a R2-1-35 speed limit sign on the same post.
- Remove the R2-1-25 sign for southbound traffic and install a new R2-1-35 sign with post just south of the City limits.
- Optional signing would include installing W1-2 curve ahead signs with 30 mph supplementary plaques in both the north- and southbound directions for the sharp horizontal curve just north of the Jovita Boulevard E intersection.



Speed Limit Signage

West Valley Highway Traffic Study

EXHIBIT

7

Attachment A

Speed Data



Agenda Bill No. 16-013

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: January 25, 2016

SUBJECT: Easement Acceptance

ATTACHMENTS:

- Resolution 2016-313
- Resolution 2016-314

Previous Council Review Date: N/A

Summary: The City of Pacific, Washington (hereinafter the "City") is the owner of a 15.0 feet wide Utilities Easement acquired from Night Train LLC (successor in interest to Harry and Lois Arndt), dated April 1, 1997, recorded under Pierce County Auditor's No. 9704100145 (hereinafter the "1997 Utilities Easement"). The existing easement is for a sewer main and appurtenances. The property owner would like to widen this easement to 22.5 feet wide to accommodate a new water main and appurtenances within a single easement.

The existing easement will be released and recorded prior to recording the new easement.

Recommended Action: Staff recommends Council approve Resolution No. 2016-313 and Resolution No. 2016-314.

Motion for Consideration: I move to approve Resolution No. 2016-313, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT FOR SANITARY SEWER MAINS, WATER MAINS, AND APPURTENANCES GRANTED TO THE CITY FROM NIGHT TRAIN, LLC, ON PROPERTY LOCATED AT 1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON.

I move to approve Resolution No. 2016-314, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO ACCEPT A WATER AND SANITARY SEWER UTILITIES EASEMENT FOR SANITARY SEWER MAINS, WATER MAINS, AND APPURTENANCES GRANTED TO THE CITY FROM NIGHT TRAIN, LLC, ON PROPERTY LOCATED AT 1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON

Budget Impact: The costs associated with this action are the recording fees, which shall be billed to the property owner.

Alternatives: None recommended

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-313

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC
AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT FOR
SANITARY SEWER MAINS AND APPURTENANCES GRANTED TO THE
CITY, PIERCE COUNTY RECORDING NO. AFN 9704100145, LOCATED AT
1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON.**

WHEREAS the City of Pacific Public Works Department has found that the sanitary sewer mains and appurtenances easement recorded under Pierce County Recording No. AFN 9704100145, will no longer be needed as the property owner has presented a new, wider easement to accommodate the existing sewer main and appurtenances as well as a new water main and appurtenances with adequate separation as required by State regulations; and

WHEREAS if the existing Easement (accommodating the City's sanitary sewer mains and appurtenance easement recorded under Pierce Co. AFN 9704100145 on Tax Parcel No. 4495400520), is released, the property owner has agreed to execute a new Utilities Easement, which will accommodate the existing sewer line, separation and a new waterline, to be dedicated to the City for ownership and maintenance;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PACIFIC, WASHINGTON**

Section 1. That the Mayor is hereby authorized to execute the release of the 15' sewer easement as shown in Exhibit "A", a copy of which is attached hereto and made a part hereof.

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

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

When recorded return to:

**City of Pacific
 City Clerk
 100 – 3rd Avenue S.E.
 Pacific, WA 98047**

WASHINGTON STATE RECORDER’S Cover Sheet (RCW 65.04)

<p>Document Title(s) (or transactions contained therein): RELEASE OF UTILITY EASEMENT</p>
<p>Reference Number(s) of Documents assigned or released: AFN 9704100145</p>
<p>Grantor(s) (property owner) Night Train, LLC, a Washington Limited Liability Company</p>
<p>Grantee(s) (easement owner) THE CITY OF PACIFIC, a Washington municipal corporation</p>
<p>Pierce County Parcel Legal Description (property where easement will exist): BEGINNING AT A POINT 242.12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6 IN BLOCK 61 OF C.D. HILLMAN’S PACIFIC CITY DIVISION NO. 4, ACCORDING TO PLAT RECORDED IN BOOK 8 OF PLATS AT PAGE 36; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF LOTS 6 AND 7 IN SAID BLOCK 61, A DISTANCE OF 175.6 FEET; THENCE WEST TO THE WEST LINE OF LOT 7; THENCE NORTH TO THE POINT OF BEGINNING, IN PACIFIC, PIERCE COUNTY, WASHINGTON. EXCEPT THAT PORTION THEREOF LYING WITHIN THE EAST 50 FEET OF THE SOUTH 193.2 FEET OF THE WEST HALF OF SAID LOT 7.</p>
<p>Assessor’s Property Tax Parcel/Account Number: Pierce County #4495400520</p>

**RELEASE OF
UTILITIES EASEMENT**

The City of Pacific, Washington (hereinafter the "City") is the owner of a Utilities Easement acquired from Night Train LLC (successor in interest to Harry and Lois Arndt), dated April 1, 1997, recorded under Pierce County Auditor's No. 9704100145 (hereinafter the "1997 Utilities Easement"), over the real property commonly known as 1565 Valentine Avenue SE (hereinafter the "Property") and legally described therein as follows:

BEGINNING AT A POINT 242.12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6 IN BLOCK 61 OF C.D. HILLMAN'S PACIFIC CITY DIVISION NO. 4, ACCORDING TO PLAT RECORDED IN BOOK 8 OF PLATS AT PAGE 36; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF LOTS 6 AND 7 IN SAID BLOCK 61, A DISTANCE OF 175.6 FEET; THENCE WEST TO THE WEST LINE OF LOT 7; THENCE NORTH TO THE POINT OF BEGINNING, IN PACIFIC, PIERCE COUNTY, WASHINGTON. EXCEPT THAT PORTION THEREOF LYING WITHIN THE EAST 50 FEET OF THE SOUTH 193.20 FEET OF THE WEST HALF OF SAID LOT 7.

Night Train LLC is required to install a fire lane to serve a building constructed on the above-referenced Property. A wider utilities easement is required to accommodate the installation of new water lines and to maintain the required separation between the existing sewer and the new water lines on the Property. The parties have agreed that the 1997 Utilities Easement shall be released, and in exchange, Night Train LLC will grant the City of Pacific a new and wider utilities easement on the Property to replace it.

The City of Pacific does hereby abandon and release all rights acquired under the 1997 Utilities Easement located in and to the following described portion of the above-described property:

The North 15 feet of that portion of Lot 6 described above.

A diagram depicting the location of the abandoned and released easement is attached hereto as Exhibit A, and by this reference made a part hereof.

IN WITNESS WHEREOF, the City of Pacific, has caused this instrument to be executed this ___ day of 2016.

NIGHT TRAIN, LLC

By: Brett McKenzie [Brett McKenzie]
Its: Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that Steve Greiling personally appeared before me, is known to be the authorized agent of NIGHT TRAIN, LLC, a Washington Limited Liability Company, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal this 11TH day of JANUARY, 2016.

Alyssa M Sales
Notary Public in and for the State of Washington,
residing at SUMNER, WA
My appointment expires 10-21-2019



**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT A WATER AND SANITARY SEWER UTILITIES EASEMENT FOR SANITARY SEWER MAINS, WATER MAINS, AND APPURTENANCES GRANTED TO THE CITY FROM NIGHT TRAIN, LLC, ON PROPERTY LOCATED AT 1565 VALENTINE AVENUE SE, PACIFIC, WASHINGTON

WHEREAS, pursuant to city utility requirements, Night Train, LLC has, as evidenced by the attached document, granted a 22.5-foot easement to the City of Pacific on land described in Attachment A (1565 Valentine Avenue SE. Pierce County #4495400520) for the purposes of allowing the City to operate and maintain the existing sewer main and appurtenances and future water main and appurtenances to be constructed by Night Train, LLC and dedicated to the City; and

WHEREAS, it is the desire of the Pacific City Council that the utility easement dedication be formally accepted and recorded;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON

Section 1. That the Mayor is hereby authorized to sign and accept the utility easement document, attached as Exhibit A, executed by a duly authorized representative of Night Train, LLC, dedicating a certain easement to the City of Pacific.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon and the document is recorded with the Pierce County Assessor.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

When recorded return to:

**City of Pacific
 City Clerk
 100 – 3rd Avenue S.E.
 Pacific, WA 98047**

WASHINGTON STATE RECORDER’S Cover Sheet (RCW 65.04)

<p>Document Title(s) (or transactions contained therein): Water and Sanitary Sewer Utilities Easement</p>
<p>Reference Number(s) of Documents assigned or released:</p>
<p>Grantor(s) Night Train, LLC, a Washington Limited Liability Company</p>
<p>Grantee(s) THE CITY OF PACIFIC, a Washington municipal corporation</p>
<p>Pierce County Parcel Legal Description (property where easement will exist): Section 01 Township 20 Range 04 Quarter 33 HILLMANS C D PACIFIC CITY DIV # 4 PART OF L 6 & 7 B 61 BEG 242.12 FT S OF NW COR L 6 TH E TO E LI OF W 1/2 OF L 6 TH S ALG E LI OF W 1/2 OF L 6 & 7 A DIST OF 175.6 FT TH W TO W LI L 7 TH N TO BEG EXC POR OF ABOVE DESC PROP LY WITHIN E 50 FT OF S 193 FT OF W 1/2 OF L 7 EXC POR SUP CT 03-2-04494-1 REC AFN 2004-02-10-0071 DESC AS FOLL BEG NW COR L 6 TH E 263.52 FT TH S 1 DEG 15 MIN 26 SEC 17.93 FT TO LI EST BY BLA 2002-04-05-1076 AND POB TH CONT 142.88 FT TH S 195.32 FT TH W 44.73 FT TH S 193 FT TH N 88 DEG 51 MIN 39 SEC E 318.32 FT TH N 538.87 FT TH S 270.19 FT TH S 18.08 FT N 87 DEG 39 MIN 20 SEC W 6.53 FT TO POB EXC POR CYD TO CY OF PACIFIC PER ETN 4321332 & 4326489 DC6/10/10JU DC00352924 4/15/2014 KG</p>
<p>Assessor’s Property Tax Parcel/Account Number: Pierce County #4495400520</p>

UTILITIES EASEMENT

This Utilities Easement (“Easement”) is made as of the date set forth herein, by and between the City of Pacific, a Washington municipal corporation, (“Grantee”) and NIGHT TRAIN, LLC, (“Grantor”), referred to herein collectively as “the Parties” and individually as termed above or as “Party.”

RECITALS

WHEREAS, NIGHT TRAIN, LLC is the owner of the property commonly known as 1565 Valentine Avenue SE (insert street address) in the City of Pacific, and legally described on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property had an existing utilities easement in favor of the City of Pacific; and

WHEREAS, the City of Pacific released the existing easement in the Release of Utilities Easement, dated _____ and recorded against the Property under AFN _____;

WHEREAS, NIGHT TRAIN, LLC plans to grant the City a new utilities easement in order to allow for the operation of existing and newly installed sewer and water facilities, which will be dedicated to the City for ownership and operation; and

WHEREAS, the Grantor agrees to dedicate an easement to the City on the Property to allow the City to operate and maintain public utilities;

NOW, THEREFORE, in furtherance of the recitals set forth above, which are incorporated herein by reference, and in consideration of the mutual obligations and benefits created by this Easement for utilities, the sufficiency and receipt of which is hereby acknowledged, the Parties agree to the following:

1. Grant of Perpetual Utilities Easement. Grantor hereby grants and conveys a perpetual, non-exclusive easement for utilities over, across, under, and upon the Property to the City of Pacific, its successors, and assigns. The Easement is required for sewer mains, water mains, and appurtenances. The Easement Area is legally described in Exhibit B and shown on the map in Exhibit C, both of which are attached hereto and incorporated herein by this reference. The Grantor shall bear all installation costs and expenses associated with the initial construction of the utility facilities to be installed in the Easement Area.

2. Benefit of Easement. The easement rights granted and conveyed hereunder shall be for the benefit of and use by the Grantee for conveying, storing, managing, operating, maintaining, constructing, improving, repairing, facilitating and constructing, improving, repairing, and maintaining roadways, including road cuts and fills, sidewalks, other access infrastructure, and other utilities and utility systems as reasonably necessary, together with the

right for Grantee to access, ingress and egress, across, over, under and upon the Easement Area for said purposes. For the purpose of this Easement, “utilities” shall be limited to water and sanitary sewer infrastructure.

3. Easement Area. Grantee shall have the right to utilize all the Easement Area as necessary to accommodate all of the above public purposes, including any operation, repair, maintenance, and reinstallation of any utility facilities.

4. Conditions.

A. Maintenance and Repair. Grantee shall be solely responsible for the maintenance, operation, repair and reinstallation of the utilities in the Easement Area. In the event of damage to the Easement Area as the result of construction, maintenance or use, of the Easement Area by Grantee, Grantee’s agents or contractors, Grantee shall promptly restore the Easement Area, including any landscaping, to a condition equivalent to that in which it existed prior to the damage, at Grantee’s sole cost, provided that Grantee shall not be responsible for any damage caused by the Grantor or its agents.

B. Egress and Ingress. This Easement includes a right of egress and ingress in reasonable locations, for the Grantee to access the Easement. The Grantee shall exercise its rights under this Agreement so as to minimize interference with the Grantor’s use of his/her Property. The Grantee shall have all necessary access to the Easement Area without prior notification to the Grantor.

C. Conflicts and Additional Easements. The Grantor agrees that he/she shall not interfere with the Grantee’s use of the Easement for the purposes described herein. Grantor agrees that the Grantor shall not grant any additional easements within the Easement area to any other party, without the prior written consent of the Grantee.

D. Indemnity. In the event of liability for damages arising out of bodily injury to persons or damages to property cause by or resulting from the actions of the Grantee, its officers, officials, employees or agents, the Grantee’s liability shall be only to the extent of the Grantee’s negligence.

5. Attorneys’ Fees. In the event it is necessary for either party to initiate any legal proceeding to enforce any provision of this Easement agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney fees, including costs and expert witness expenses.

6. Termination. This Easement agreement shall remain in effect perpetually unless a written termination agreement is executed by the Parties.

EXHIBIT B

UTILITY EASEMENT

THE NORTH 22.50 FEET OF THAT PORTION OF LOT 6 OF THE FOLLOWING DESCRIBED PROPERTY,

BEGINNING AT A POINT 242.12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 6 IN BLOCK 61 OF C.D. HILLMAN'S PACIFIC CITY DIVISION NO. 4, ACCORDING TO PLAT RECORDED IN BOOK 8 OF PLATS AT PAGE 36; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF LOTS 6 AND 7 IN SAID BLOCK 61, A DISTANCE 175.6 FEET; THENCE WEST TO THE WEST LINE OF LOT 7; THENCE NORTH TO THE POINT OF BEGINNING IN PACIFIC, PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE EAST 50 FEET OF THE SOUTH 193.20 FEET OF THE WEST HALF OF SAID LOT 7.

EXCEPT VALENTINE AVENUE

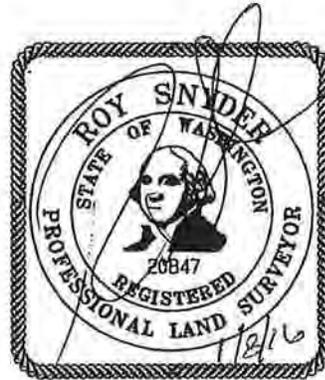
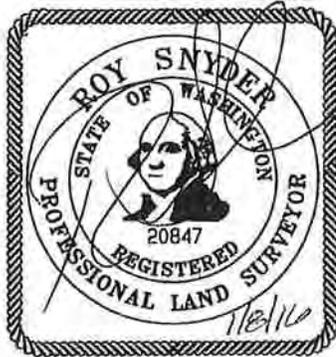
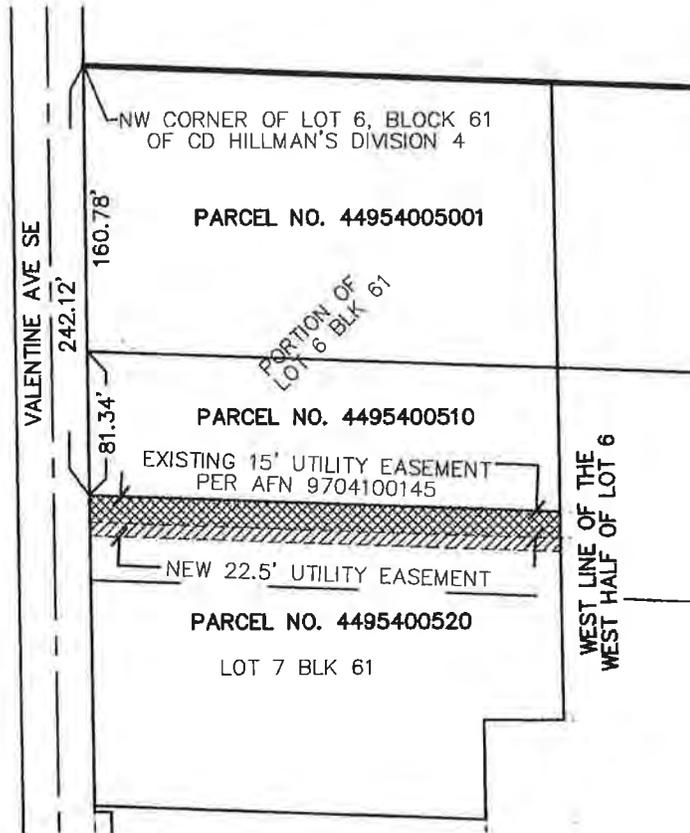


EXHIBIT C
UTILITY EASEMENT



TRUE POINT SURVEYING

PO BOX 741809, PUYALLUP, WA. 98473
(253) 380-8538

NIGHT TRAIN LLC UTILITIES EASEMENT	
DRAWN: RS	SCALE: 1"=100'
DATE: 01/07/16	JOB NO: 4001-051

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 01 Township 20 Range 04 Quarter 33 HILLMANS C D PACIFIC CITY DIV # 4
PART OF L 6 & 7 B 61 BEG 242.12 FT S OF NW COR L 6 TH E TO E LI OF W 1/2 OF L 6
TH S ALG E LI OF W 1/2 OF L 6 & 7 A DIST OF 175.6 FT TH W TO W LI L 7 TH N TO
BEG EXC POR OF ABOVE DESC PROP LY WITHIN E 50 FT OF S 193 FT OF W 1/2 OF L 7
EXC POR SUP CT 03-2-04494-1 REC AFN 2004-02-10-0071 DESC AS FOLL BEG NW COR
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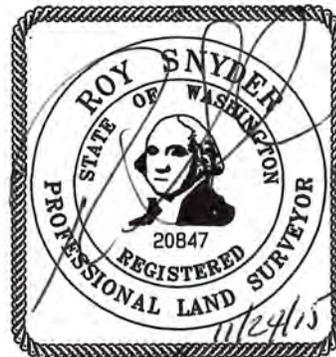
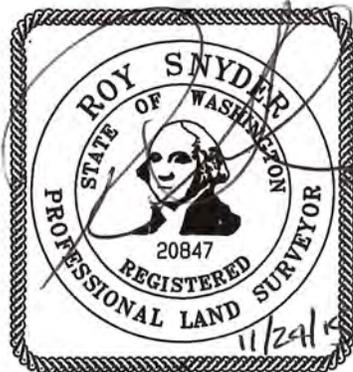
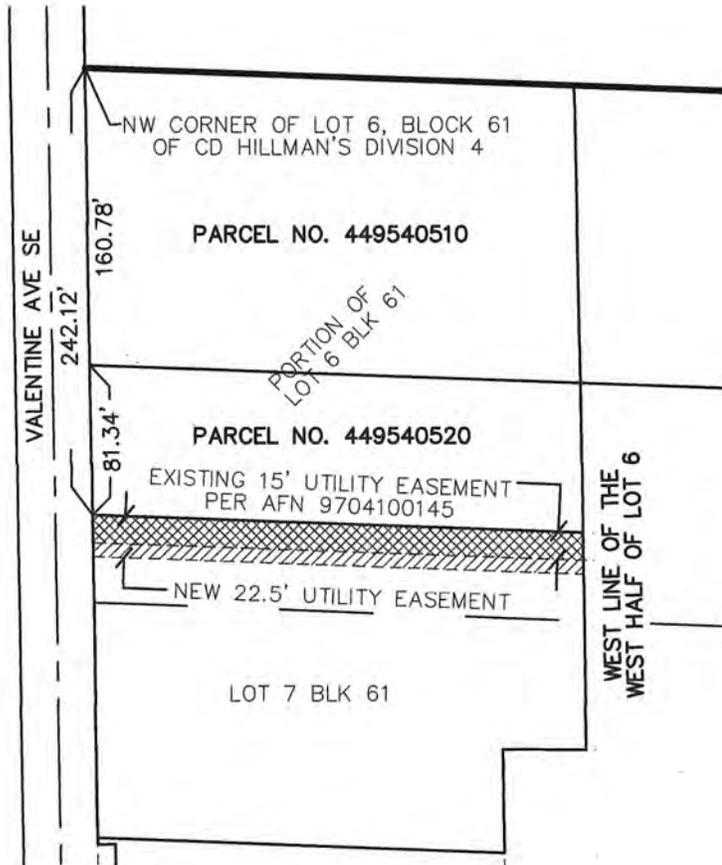


EXHIBIT C
UTILITY EASEMENT



TRUE POINT SURVEYING

PO BOX 741909, PUYALLUP, WA. 98473
(253) 380-6538

NIGHT TRAIN LLC UTILITIES EASEMENT		
DRAWN:	RS	SCALE: 1"=100'
DATE:	11/24/15	JOB NO: 4001-051