



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

**April 18, 2016**  
**Monday**

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

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
  - 2. ROLL CALL OF COUNCIL MEMBERS**
  - 3. ADDITIONS TO/APPROVAL OF AGENDA**
  - 4. DISCUSSION ITEMS**
- (3)      **A. AB 16-040: Resolution No. 2016-332:** Authorizing the execution of an Interlocal Agreement with the City of Algona for the South Valley Police Explorer Post. (5 min.)  
(John Calkins)
- (12)      **B. AB 16-041: Resolution No. 2016-333:** Authorizing the execution of an agreement with Aerotech Environmental Consulting, in the amount of \$5,250, to conduct the Level I Environmental Assessment of the Morgan and Tacoma Blvd properties. (5 min.)  
(Jack Dodge)
- (29)      **C. AB 16-042: Resolution No. 2016-334:** Authorizing the execution of an agreement with CIC Valuation Group, Inc., in the amount of \$13,000, to conduct appraisals for the Morgan and Tacoma Blvd. properties. (5 min.)  
(Jack Dodge)
- (62)      **D. AB 16-043: Resolution No. 2016-335:** Authorizing the execution of an Agreement with AHBL, in the amount of \$2,950, for additional engineering design and land surveying services for preparing right of way acquisition plans for the Milwaukee Boulevard Improvement Project. (15 min.)  
(Jim Morgan)
- (75)      **E. AB 16-044: Resolution No. 2016-336:** Authorizing the Mayor to sign a Release of Easement granted to the city, located at 405/411 W. Valley Hwy. (10 min.)  
(Jim Morgan)
- (86)      **F. AB 16-045: Resolution No. 2016-337:** Authorizing the mayor to accept a street frontage easement for public and private utilities and appurtenances granted to the city from Jerald Eck, 405/411 W. Valley Hwy. (10 min.)  
(Jim Morgan)

- (93) G. **AB 16-046: Resolution No. 2016-338:** Authorizing the mayor to accept two utilities easements for public utilities and appurtenances granted to the city from Jerald Eck, 405/411 West Valley Highway.  
(Jim Morgan) (10 min.)
- (113) H. **AB 16-047: Resolution No. 2016-339:** Authorizing the submittal of the King County Regional Council Grant Application for construction funds to improve Milwaukee Boulevard from Ellingson Road to 5<sup>th</sup> Avenue South.  
(Jim Morgan) (5 min.)
- (122) I. **AB 16-048: Resolution No. 2016-340:** Authorizing the submittal of the Pierce County Regional Council Grant Application for construction funds to improve Stewart Road between Valentine Avenue and the White River Bridge.  
(Jim Morgan) (5 min.)
- (131) J. **AB 16-049: Resolution No. 2016-341:** Authorizing the submittal of the Puget Sound Regional Council Grant Application for construction funds to improve West Valley Highway – Pierce County.  
(Jim Morgan) (5 min.)
- (140) K. **AB 16-050: Resolution No. 2016-342:** Authorizing the submittal of the King County Regional Council Grant Application for construction funds for improvements to West Valley Highway between the county line and 1<sup>st</sup> Avenue West.  
(Jim Morgan) (5 min.)
- (149) L. **AB 16-051: First Quarter 2016 Financial Reports**  
(Richard Gould) (10 min.)
- (156) M. **AB 16-052:** Zoo and Trek Authority Board Ballot (5 min.)

## 5. ADJOURN

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

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

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



Agenda Bill No. 16-040

**TO:** Mayor Guier and City Council Members  
**FROM:** John Calkins  
**MEETING DATE:** April 18, 2016  
**SUBJECT:** South Valley Explorer Program

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**ATTACHMENTS:**

- Resolution No. 2016-332
- City of Algona and City of Pacific Interlocal Agreement For Police Explorer Program

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

**Summary:** In 2011 the City of Pacific joined the South Valley Explorer Post. At that time the cities of Sumner and Algona participated in the post. In 2015, the City of Sumner withdrew from the Post and no longer participates. It is necessary to draft a new ILA and Fiduciary Policy.

**Recommended Action:** Allow the appropriate signatories to sign the agreement.

**Motion for Consideration:** "I move to approve Resolution No. 2016-332 authorizing the execution of an Interlocal Agreement between the Cities of Algona and Pacific to establish a joint Explorer Program, per RCW 39.34."

**Budget Impact:** None.

**Alternatives:** Pacific will not participate in the Explorer Program.

**City of Pacific  
Washington  
RESOLUTION NO. 2016-332**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC,  
WASHINGTON APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF  
ALGONA TO IMPLEMENT AND OPERATE A POLICE EXPLORER PROGRAM, AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

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**WHEREAS**, in 2011, pursuant to an Interlocal Agreement, the City of Algona and the City of Sumner merged their Learning For Life Explorer Posts and established them under a new name of South Valley Explorer Program, also know as the “South Valley Police Explorers”: (“Explorer Program”); and

**WHEREAS**, in 2011, the City of Pacific joined the Explorer Post; and

**WHEREAS**, the City of Sumner has terminated participation in the Explorer Program; and

**WHEREAS**, despite the City of Sumner’s withdrawal from the Explorer Program, Algona and Pacific desire to continue the Explorer Program as a joint service of the Cities.

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

**Section 1.** The City Council approves the Interlocal Agreement between the City of Algona and the City of Pacific for a police explorer program, attached to this Resolution as Exhibit A, and authorizes the Mayor to execute the Interlocal Agreement.

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

APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING ON THE 25<sup>th</sup> day of April, 2016.

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**Leanne Guier, Mayor**

**ATTESTED:**

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**Amy Stevenson-Ness, City Clerk**

**APPROVED TO FORM:**

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**Carol Morris, City Attorney**

**CITY OF ALGONA AND CITY OF PACIFIC  
INTERLOCAL AGREEMENT FOR POLICE EXPLORER PROGRAM**

This Interlocal Agreement (“Agreement”) is made and entered into this 22<sup>nd</sup> day of March, 2016, between the City of Algona (“Algona”) and the City of Pacific (“Pacific”), municipal corporations of the State of Washington (individually a “City” and collectively the “Cities”).

**RECITALS**

- A. In 2011, pursuant to an Interlocal Agreement, Algona and the City of Sumner merged their Learning For Life Explorer Posts, and established them under a new name of South Valley Explorer Program, also known as the “South Valley Police Explorers” (“Explorer Program”).
- B. In 2011, Pacific joined the Explorer Program.
- C. The City of Sumner has terminated participation in the Explorer Program.
- D. Despite the City of Sumner’s withdrawal from the Explorer Program, Algona and Pacific desire to continue the Explorer Program as a joint service of the Cities.
- E. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Cities to establish and operate the joint Explorer Program pursuant to an interlocal agreement.

**AGREEMENT**

In consideration of the promises and agreement contained herein, the Cities agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to:

- A. Formalize the joint operation of the Explorer Program in the Cities.
- B. Establish basic operational rules and processes for operation of the Explorer Program.
- C. Operate the Explorer Program in a cost effective and financially prudent manner.

**Section 2. Participants.**

- A. The Explorer Program shall be open to all youth between the ages of 14 and 20, inclusive, who meet the qualifications set forth in the South Valley Explorer Post Manual of Operating Procedures, or similar document, adopted by the Oversight/Policy Board established below, as amended from time to time. Each Explorer Program participant (“Participant”) shall comply with all Explorer Program rules and regulations set forth in this Agreement and adopted by the Oversight/Policy Board.

- B. Both Cities shall operate a single post, to be known as the South Valley Explorer Post. One adviser appointed by the Chief of Police of Algona and one adviser appointed by the Chief of Police of Pacific shall jointly select a Captain for the South Valley Explorer Post from the Participants in the Explorer Program. The Captain shall participate in the planning of training events.
- C. Each Participant must participate in a minimum of one community event a year in each City. These events include but are not limited to Algona Days and Pacific Days, each traditionally held in July of each year.

### **Section 3. Advisers.**

- A. The Chief of Police of each City shall appoint a minimum of one adviser to the Explorer Program. All advisers appointed by a Chief of Police shall be commissioned police officers. The Operations Board, established below, may appoint additional advisers to the Explorer Program who are civilian employees of the Cities. Each adviser shall complete the Learning for Life Youth Safety On-Line Training, offered by Learning for Life, or another training course selected jointly by the Chiefs of Police of the Cities. After completion of the training course, the adviser must complete and provide to the Chief of Police of Algona a certificate of training course completion.
- B. The advisers shall select a Lead Adviser annually at the first quarterly meeting of the Operations Board. If the advisers are unable to agree upon a Lead Adviser, they shall notify the Oversight/Policy Board in writing. The Oversight/Policy Board shall at its next regular or special meeting appoint a Lead Adviser. The Lead Adviser:
  - 1. Shall be the chair of the Operations Board;
  - 2. Shall oversee the duties and responsibilities of the Operations Board;
  - 3. Shall obtain insurance coverage for the Explorer Program through the Washington Law Enforcement Explorer Advisor (“WSLEEA”);
  - 4. Shall attend the meetings of the WSLEEA; provided, that if the Lead Adviser is unable to attend a meeting, the Lead Adviser shall arrange for an alternate adviser to attend the meeting; and
  - 5. Shall record the hours of service of the Participants in the Explorer Program, and shall provide the record to the Oversight/Policy Board and the Algona City Clerk/Treasurer, in such form and at such times as determined by Oversight/Policy Board.
- C. All advisers, other than the Lead Adviser, shall perform such duties as are assigned or delegated by the Lead Adviser.

### **Section 4. Explorer Program Finances and Fund.**

- A. The goal of the Explorer Program is to be self-funded. The Cities will use their best efforts to encourage donations to the Explorer Program and its events, activities and

programs.

- B. Algona shall establish a separate fund for the Explorer Program, into which shall be deposited all donations to and revenues of the Explorer Program, and from which shall be paid all expenditures of the Explorer Program (“Fund”). To provide proper oversight and monitoring of the Fund and the Explorer Program expenditures, the Oversight/Policy Board shall adopt financial rules and regulations relating to the Fund and the Explorer Program, including but not limited to revenue generation and expenditure procedures, including authorization and invoice and billing review and approval.
- C. At least twice a year, the Algona City Clerk/Treasurer, shall prepare a report regarding the activity and status of the Fund, and shall deliver the report to the Oversight/Policy Board and the Mayors of each City, in such form and with such information as is requested by the Oversight/policy Board and/or the Mayors of each City.
- D. The Participants shall be considered volunteers of Algona for purposes of Industrial Insurance under Title 51 RCW; provided, that Pacific shall reimburse Algona for any Industrial Insurance premiums, assessments and costs incurred by Algona on behalf of Pacific’s Participants in the Explorer Program, as determined by a policy adopted by the Oversight/Policy Board.

**Section 5. Oversight/Policy Board.** There is established an Oversight/Policy Board, which shall consist of the Chief of Police of each City. The Oversight/Policy Board shall have the following duties, responsibilities and powers:

- A. Adopt policies and procedures for the Explorer Program.
- B. Meet at least once each quarter, prior to the quarterly meeting of the Operations Board. The Oversight/Policy Board shall invite all advisers, the Captain of the Explorer Post, and any elected officers of the Explorer Post, to each meeting.
- C. Oversee and monitor the events, activities and programs of the Explorer Program, as carried out by the Operations Board, for compliance with the policies and procedures of the Explorer Program.
- D. Comply with all financial policies and procedures for the Fund and the Explorer Program established by the Algona City Clerk/Treasurer.
- E. Review and approve all expenditures of the Explorer Program prior to submittal of requests for payment to the Algona City Clerk/Treasurer.
- F. Develop and approve an annual budget for the Explorer Program, which must be presented to and approved by the Mayors of each City before inclusion in the annual budgets of the Cities.

- G. Develop policies and procedures described elsewhere in this Agreement.

**Section 6. Operations Board.** There is established an Operations Board, which shall consist of all advisers and one Participant elected by the Participants. The Operations Board shall have the following duties, responsibilities and powers:

- A. Meet at least once each quarter to plan and accomplish the events, activities and programs of the Explorer Program, as approved by the Oversight/Policy Board
- B. Appoint non-commissioned (civilian) advisers to the Explorer Program.
- C. Review any application by another jurisdiction to participate in the Explorer Program, and file with the Oversight/Policy Board a recommendation regarding the application.

**Section 7. Access to Records.** Representatives of each City shall have a right to inspect the records of Algona and the Explorer Program at any reasonable time.

**Section 8. Termination.** This Agreement may be terminated, without cause and for convenience, by either City pursuant to written notice of termination filed with the other City sixty (60) days prior to the date of termination. In the event of termination, the remaining funds, after all outstanding invoices are paid, shall be split evenly between the Cities, unless the Cities mutually agree in writing to an alternative.

**Section 9. Mediation/Arbitration Dispute Resolution.**

- A. In the event either City should have a dispute relative to any of the terms and conditions of this Agreement, or enforcement thereof, the Cities agree to attempt to resolve such conflict first by negotiation between the Chiefs of Police of the Cities. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussion, the Cities agree to endeavor first to settle the dispute in an amicable manner by mediation administered by an alternative dispute resolution service selected by the Cities before resorting to arbitration. If the Cities cannot agree upon a service within twenty-one (21) days of the termination of direct discussion, the service shall be JAMS. The mediator may be selected by agreement of the Cities or by the service.
- B. Following mediation, or upon written agreement of the Cities to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted by an alternative dispute resolution service selected by the Cities. If the Cities cannot agree upon a service within twenty-one (21) days of agreement by the Cities to waive mediation or following an unsuccessful mediation, the service shall be JAMS. The arbitrator may be selected by agreement of the parties or by the service. All fees and expenses for mediation or arbitration shall be borne by the Cities equally. The decision of the arbitrator shall be binding on the Cities.
- C. In the event such effort is not successful, all parties shall resolve such dispute through the use of a mediator or arbitrator selected based on mutual agreement of all parties and the decision of the arbitrator shall be binding on all parties.

- D. Each City shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence for such mediation or arbitration.

**Section 10. Duration.** This Agreement shall be effective upon the date first written above and shall remain in full force and effect until or unless either City notifies the other in writing of its intent to terminate as provided in Section 8.

**Section 11. Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by both Cities.

**Section 12. Insurance.** For the duration of this Agreement, each City shall maintain liability insurance coverage through membership in an insurance pool/company of the City's choosing. The Cities agree that that additional Algona shall acquire additional insurance coverage through the WLEEA for the Explorer Program and its Participants and Advisers.

**Section 13. Liability.** Each city shall be responsible for the wrongful or negligent actions of its employees while assigned to the Explorer Program as their respective liability shall appear under the laws of the state of Washington and/or Federal Law; this Agreement is not intended to diminish or expand such liability.

- A. To that end, each City promises to hold harmless and release the other City from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its employees, officers, and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
- B. Nothing herein shall be interpreted to:
1. Waive any defense arising out of Title 51 RCW.
  2. Limit the ability of a City to exercise any right, defense, or remedy which it may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
  3. Cover or require indemnification or payment of any judgment against an individual or City for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or City. Payment of punitive damage awards, fines, or sanctions shall be the sole responsibility of the individual against whom the judgment is rendered and or his or her City, should that City elect to make the payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

**Section 14. Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of King County, Washington.

**Section 15. Severability.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms,

conditions, or applications which can be given effect without the invalid term, conditions, or application; to this end the terms and conditions of this Agreement are declared severable.

**Section 16. Counterparts.** This Agreement may be executed 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.

**Section 15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings. Any modification or amendments to this Agreement shall be in writing and shall be signed by each City.

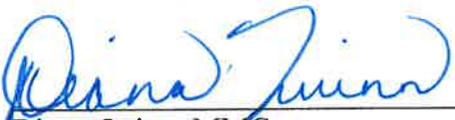
Dated this 23<sup>rd</sup> day of March 2016.

**CITY OF ALGONA**

**CITY OF PACIFIC**

  
\_\_\_\_\_  
David E. Hill, Mayor

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

  
\_\_\_\_\_  
Diana Quinn, MMC  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
Richard Gould,  
City Administrator

**Attest:**

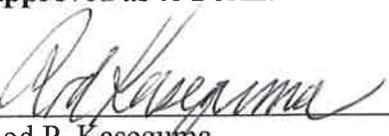
**Attest:**

  
\_\_\_\_\_  
Laurie Cassell, City Clerk – Deputy

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

**Approved as to Form:**

**Approved as to Form:**

  
\_\_\_\_\_  
Rod P. Kaseguma  
Inslee, Best, Doezie & Ryder, P.S.  
City Attorney

\_\_\_\_\_  
City Attorney



Agenda Bill No. 16-041

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

**FROM:** Jack Dodge, Community Development Manager

**MEETING DATE:** April 18, 2016

**SUBJECT:** Level 1 Environmental Assessment – Morgan and Tacoma Blvd properties

**ATTACHMENTS:**

1. **Resolution No. 2016-333**
2. **Aerotech Professional Services Contract (Including Scope of Work)**
3. **Morgan Property BLA**
4. **Morgan Property Aerial Photo**
5. **Tacoma Blvd. Aerial Photo**

**Previous Council Review Date: None**

**Summary:** The City has received Conservation Futures Trust (CFT) grants to purchase the Morgan properties on the West Hill and the Tacoma Blvd property bisected by Milwaukee Creek (See Attachments 3, 4, and 5). Prior to purchasing the property, the City will need to conduct a Level 1 Environmental Assessment of all properties.

**Background:** The City has applied for King County Conservation Futures Trust grants to purchase property owned by Mrs. Lane Morgan and property on Tacoma Blvd. which is bisected by Milwaukee Creek (See Attachment 3, 4, and 5). The City received a grant of \$175,000 for the Morgan property in 2013. The grant for the Tacoma Blvd property received in 2016 was for \$15,000. The CFT grants are for 50% of the appraised value of the properties.

Mrs. Morgan has agreed to donate her half of the appraised value of her property to the City for the City to meet its 50% grant match. The City's match on the Tacoma Blvd property would be a combination of stormwater funds (a portion of a City stormwater detention pond was constructed on the property) and King County Parks, Open, Space and Trails Replacement Levy Funds. Up to fifty percent (50%) of the appraisal costs may be reimbursed using the CFT grant funds. This would be dependent on the appraised value of the property (If the appraised value of the property consumes the entire 50% grant match, no appraisal costs would be recovered).

The Level 1 Environmental Assessment is necessary as part of the City's due diligence to determine that no hazardous conditions (hazardous wastes) are located on the property. The Level 1 Environmental Assessment will provide the City a report determining whether or not hazardous conditions are found on the properties.

**Recommended Action:**

Move Resolution No. contract for the Level 1 Environmental Assessment for the Morgan and Tacoma Blvd. properties to the April 25, 2016 Council Meeting for approval.

**Budget Impact:** \$5,250 to conduct the Level 1 Environmental Assessment (up to 50% percent may be reimbursed through CFT grant).

**Alternatives:** Do not approve the contract for the Level 1 Environmental Assessment.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016 - 333**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH AEROTECH ENVIRONMENTAL CONSULTING, INC TO CONDUCT A LEVEL 1 ENVIRONMENTAL ASSESSMENT ON THREE PARCELS PROPOSED TO BE PURCHASED BY THE CITY, PARCEL NUMBERS 3750602795, 3750604143 and 3353401165**

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**WHEREAS**, the City has applied for and received King County Conservation Futures Trust grant monies to purchase King County parcels 3750602795, 3750604143 and 3353401165 (commonly know as the Morgan properties and Tacoma Blvd. property) for parks, open space, and conservation purposes.

**WHEREAS**, prior to the purchase of the parcels, due diligence is necessary by the City to determine if there are hazardous materials on the properties prior to purchase.

**WHEREAS**, the City desires to contract with Aerotech Environmental Consulting Inc. which provided the lowest estimate for the Level 1 Environmental Assessment.

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

Section 1. The Council authorizes Mayor Guier to execute the attached contract with Aerotech Environmental Consulting Inc. for conducting the Level 1 Environmental Assessment on the Morgan properties and Tacoma Blvd. property (parcels 3750602795, 3750604143 and 3353401165.

Section 2. This Resolution shall take effect ad be in force immediately upon its passage.

ADOPTED BY THE CITY COUNCIL this 25<sup>th</sup> day of April, 2016.

CITY OF PACIFIC

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY

## CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 26<sup>th</sup> day of April, 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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, Washington 98047  
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and Aerotech Environmental Consulting, 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:

Aerotech Environmental Consulting, Inc. (hereinafter the “CONSULTANT”)  
Address: 13925 Interurban Avenue South, Suite 210  
City, State, Zip: Tukwila, WA 98168-5727

Contact: Mr. Alan Blotch Phone: 36-710-5899 Fax: N/A

for professional services in connection with the following Project:

Prepare an AAI Compliant Phase I Environmental Assessment for the Morgan Properties (Parcel Nos. 3750602795, 3750604143 and 3353401165)

### 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 April 26, 2016, (“Commencement Date”) and shall terminate on April, 2016 unless extended or terminated in writing as provided herein.

**Attachment 2**

Revised 2/26/15

**4. Compensation.**



LUMP SUM. Compensation for these services shall be a Lump Sum of \$5,250.



TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \_\_\_\_\_ 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

Attachment 2

Revised 2/26/15

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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047

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

Aerotech Environmental Consulting, Inc.  
Attn: Mr. Alan Blotch  
13925 Interurban Avenue South, Suite 210  
Tukwila, WA 98168-5727

Phone: 360-710-5899  
Fax: N/A  
Email: alan.blotch@earthlink.net

**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 by 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

Aerotech Environmental Consulting, Inc.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Stevenson-Ness  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

# ***AEROTECH*** \_\_\_\_\_

## ***Environmental Consulting Inc.***

[www.AerotechEnvironmental.com](http://www.AerotechEnvironmental.com)

13925 International Ave. South., Suite 210  
Seattle, Washington 98168  
(206) 257-4211

512 West Intl Airport Road, No.201  
Anchorage, Alaska 99518  
(907) 575-6661

5319 SW Westgate Dr., Suite 24D  
Portland, Oregon 97221  
(503) 360-4701

2916 NW Bucklin Hill Road, Suite 126  
Silverdale, Washington 98383  
(866) 800-4030

April 5, 2016  
Mr. Jack Dodge  
Community Development Manager  
CITY OF PACIFIC

### **RE: Phase I Environmental Site Assessment Proposal**

Subject Properties:	Lane Morgan South 376 <sup>th</sup> Street Parcels	Cost: \$1,750.00
	Lane Morgan 46 <sup>th</sup> Avenue South Parcels	Cost: \$1,750.00
	Tacoma Boulevard Parcel	Cost: &1,750.00

Dear Mr. Dodge,

To clarify our proposed Scope of Work, we will perform the following:

1. Provide Phase I Environmental Site Assessment reports: one bound report, one unbound report, and a PDF of the Report.
2. Complete the Reports employing the following Scope of Work

**Scope.** By this Agreement, the scope of Aerotech’s services on the Projects is limited to the following Phase I Environmental Site Assessment activities that are performed in substantial compliance with: (1) the All Appropriate Inquiry (“AAI”) Final Rule: 40 CFR Part 312 and published in 70 Federal Register 66070; and (2) ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E1527-13. Scope of Work to include the following delineated tasks:

- (i) review within listed search parameters reasonably ascertainable federal environmental databases and applicable state registered and leaking underground storage tank data, geocoded as available upon area locator map;
- (ii) visual and physical on-site observation of the subject Property for underground storage tanks, reasonably ascertainable indicators of CERCLA defined environmental contaminants and hazardous materials, recognized environmental conditions, and visible pollutants, and railroad right-of-ways;
- (iii) review of both Fifty-Year Complete and Site Development Complete Historical Source information, local building permits, local emergency release records, and environmental

permits;

(iv) visual interior observation as allowed for reasonably ascertainable indicators of contamination from airborne emissions, asbestos-containing materials, formaldehyde, lead based paint, PCB-containing transformers, radon, underground fuel storage tanks, business operation procedures, regulated materials handling and storage practices, and waste stream disposal;

(v) completion as allowed of an environmental screening questionnaire by Key Site Manager;

(vi) visual observation of adjoining and adjacent properties for reasonably ascertainable potential environmental hazards and contaminants;

(vii) photographic documentation of on-site conditions;

(viii) preparation of a written report with Executive Summary and recommendations for further action, if indicated; and

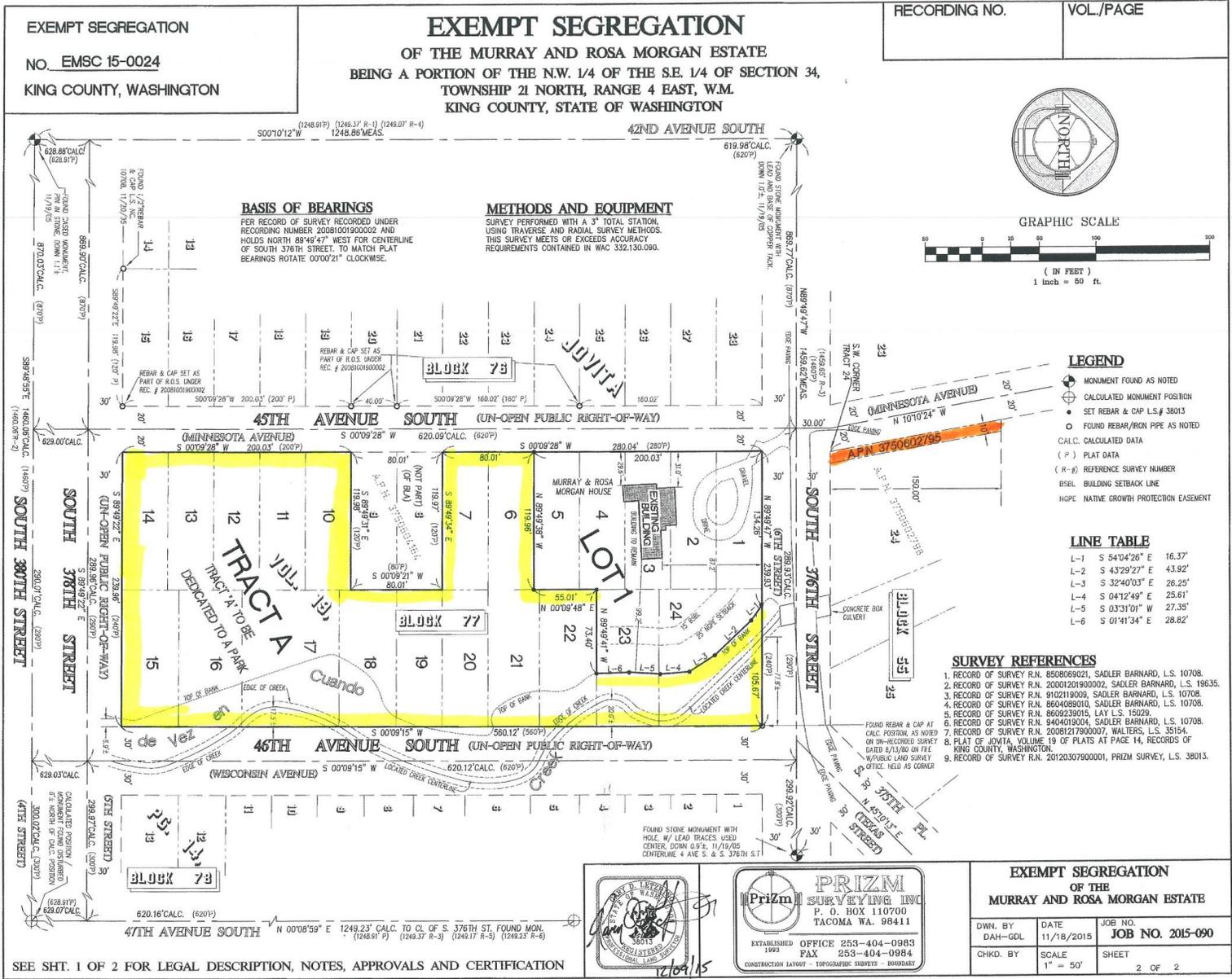
(ix) performance of Phase I tasks, and preparation of Assessment conclusions and recommendations certified by Environmental Professional as defined in 40 CFR § 312.21(d).

If you require an additional information or clarification, please do not hesitate to contact me at (360) 710-5899.

Best regards,

Alan T. Blotch

# Lane Morgan Property

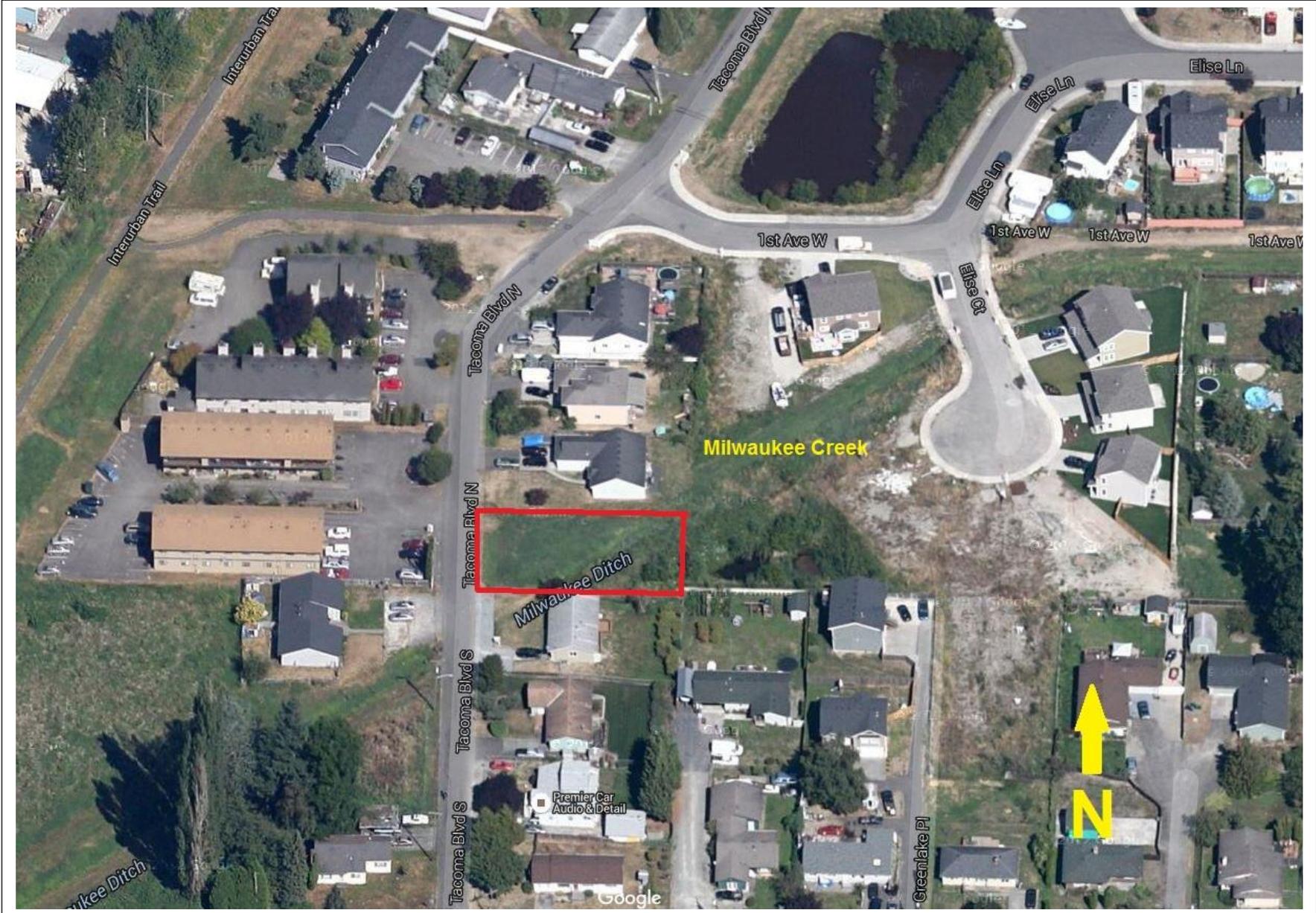


Attachment 3

Lane Morgan Property



# Tacoma Blvd Property





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

**FROM:** Jack Dodge, Community Development Manager

**MEETING DATE:** April 18, 2016

**SUBJECT:** Appraisals – Morgan and Tacoma Blvd properties

- ATTACHMENTS:**
1. **Resolution No. 2016-334**
  2. **Professional Services Contract (Including Scope of Work)**
  3. **Morgan Property BLA**
  4. **Morgan Property Aerial Photo**
  5. **Tacoma Blvd. Aerial Photo**

**Previous Council Review Date: None**

**Summary:** The City has received Conservation Futures Trust (CFT) grants to purchase the Morgan properties on the West Hill and the Tacoma Blvd property bisected by Milwaukee Creek (See Attachments 3, 4, and 5). Prior to purchasing the property, the City will need to conduct an appraisal of all properties.

**Background:** The City has applied for King County Conservation Futures Trust grants to purchase property owned by Mrs. Lane Morgan and property on Tacoma Blvd. which is bisected by Milwaukee Creek (See Attachment 3, 4, and 5). The City received a grant of \$175,000 for the Morgan property in 2013. The grant for the Tacoma Blvd property received in 2016 was for \$15,000. The CFT grants are for 50% of the appraised value of the properties.

Mrs. Morgan has agreed to donate her half of the appraised value of her property to the City for the City to meet its 50% grant match. The City's match on the Tacoma Blvd property would be a combination of stormwater funds (a portion of a City stormwater detention pond was constructed on the property) and King County Parks, Open, Space and Trails Replacement Levy Funds. Up to fifty percent (50%) of the appraisal costs may be reimbursed using the CFT grant funds. This would be dependent on the appraised value of the property (If the appraised value of the property consumes the entire 50% grant match, no appraisal costs would be recovered).

**Recommended Action:**

Move Resolution No. 2016-334 and the contract for the appraisals of the Morgan and Tacoma Blvd. properties to the April 25, 2016 Council Meeting for approval.

**Budget Impact:** \$13,000 to conduct the appraisals (Up to 50% percent of the appraisal may be reimbursed through the CFT grant).

**Alternatives:** Do not approve the contract for the appraisals of the properties.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016 - 334**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CIC VALUATION GROUP, INC. TO CONDUCT APPRAISALS ON THREE PARCELS PROPOSED TO BE PURCHASED BY THE CITY, PARCEL NUMBER 3750602795, A NEWLY CREATE PARCEL (TRACT A OF EXHIBIT A) and PARCEL 3353401165**

---

**WHEREAS**, the City has applied for and received King County Conservation Futures Trust grant monies to purchase King County parcels 3750602795, 3750604143 and 3353401165 (commonly known as the Morgan properties and Tacoma Blvd. property) for parks, open space, and conservation purposes;

**WHEREAS**, prior to the purchase of the parcels, the fair market value needs to be determined;

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

Section 1. The Council authorizes Mayor Guier to execute the attached contract with CIC Valuation Group, Inc. for conducting the appraisals on the Morgan properties and Tacoma Blvd. property (parcel numbers 3750602795, a newly create parcel (TRACT A OF EXHIBIT A) and parcel 3353401165.

Section 2. This Resolution shall take effect ad be in force immediately upon its passage.

APPROVED BY THE CITY COUNCIL this 25<sup>th</sup> day of April, 2016.

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 9th day of May, 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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, Washington 98047  
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and CIC Valuation Group, Inc. a 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:

CIC Valuation Group, Inc., (hereinafter the “CONSULTANT”)  
Address: 12729 Northup Way, Suite 7  
City, State, Zip Bellevue, WA 98005

Contact: Ryan Hood Phone: (425) 635-0122 Fax: (866) 381-5307

for professional services in connection with the following Project:

Prepare separate appraisals for the Morgan Properties (Parcel Nos. 3750602795, a newly formed lot shown in Exhibit B and Parcel 3353401165)

### 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.

Revised 2/26/15

3. **Terms.** This Agreement shall commence on May 9, 2016, (“Commencement Date”) and shall terminate on May 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 \$13,000.00.



TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ \_\_\_\_\_ 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 sixty (60) 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.
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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:

Revised 2/26/15

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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047

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

NAME OF CONSULTANT  
Attn: Ryan Hood  
12729 Northup Way, Suite 7  
Bellevue, WA 98005

Phone: (425) 635-0122  
Fax: (866) 381-5307

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

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. 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

CONSULTANT

CIC Valuation Group, Inc.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Amy Stevenson-Ness  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

The City of Pacific Community Development Department has requested appraisal services for three (3) parcels of property to be purchased for park/open space purposes. Two parcels are located in Pacific's Urban Growth Area (UGA) located in King County. They are Parcel No. 375060-2795 and a newly created parcel (Attachments 1 and 2). The third parcel (335340-1165) is located in the City of Pacific, King County (Attachment 3).

CIC Valuation Group, Inc. shall prepare appraisal reports of the fair market value of each of the above listed properties in a summary format. The appraisals shall be in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). It is understood that the intended use of the appraisal is to assist the City of Pacific in voluntary acquisition of each of the above properties for park/open purposes. Applicable approaches to value to be determined by the appraiser with a date of value to be the date of the last inspection. Items needed to proceed generally include the name and a means of contacting the property owner (for report of contact with owner), a title report, any other available information describing environmental, biological or geotechnical studies, etc. In the absence of such information, the appraisal will assume that no notable adverse conditions exist that would measurably diminish value. Consultant shall submit an electronic version of the appraisal report and any hard copies requested.

Our proposed fee for these three appraisals is \$13,000 with an expected completion of between 3-6 weeks from the date ordered with emphasis on providing the appraisal reports in order of importance based on the City of Pacific's requests. Ryan Hood would be the manager of the contract.



**CIC Valuation Group, Inc.**  
Real Estate Appraisers & Consultants  
12729 Northup Way, Suite 7  
Bellevue, WA 98005

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February 25, 2016

Mr. Jack Dodge, Community Development Manager  
Community Development Department  
100 3<sup>rd</sup> Avenue SE  
Pacific, WA 98047

CIC Valuation Group, Inc. is located in Bellevue, WA and has conducted all different types of appraisals throughout the Puget Sound area since 1992. CIC Valuation Group, Inc., is classified as a MBE firm (#M4M5110962) by the State of Washington and as a Small Business. The company was founded by Keith Dang, MAI, SR/WA in 1992 and employs 4 appraisers and a 1-person support staff. The company is managed by Keith Dang, MAI, SR/WA; Barrett Keitges, MAI and Ryan Hood. We have produced between 100 and 250+ appraisals each year over the past 23+ years for a wide variety of clients. We are pleased to state that **all** appraisals done for public agencies have been done within the proposed budget to the standards and expectations of the client.

Our specialties are in appraisals of commercial real estate as well as appraisal and review appraisal services for ROW acquisition and other proposed acquisitions. All appraisal work would be done in-house with subconsultants required for non-appraisal work. The following pages provide the qualifications of our licensed appraisers.

CIC Valuation Group, Inc. has provided appraisals and consulting services (litigation support and appraisal reviews) for various public and government agencies including Sound Transit Real Estate, the City of Seattle, SDOT, Seattle Department of Parks and Recreation, Pierce County Public Department of Public Works, the Port of Seattle, Seattle City Light, Seattle Public Utilities, Snohomish County Public Works Department, the City of Bellevue, the City of Marysville, WSDOT, King County Fire District, King County, King County Wastewater Division, and the City of Pacific.

Our contact information is as follows:

CIC Valuation Group, Inc  
12729 Northup Way, Suite 7  
Bellevue, WA 98005  
Phone: (425) 635-0424  
Fax: (866) 381-5307  
E-mail: [CIC@cicvaluation.com](mailto:CIC@cicvaluation.com)  
Website: [www.cicvaluation.com](http://www.cicvaluation.com)

## **CIC VALUATION GROUP, INC. STATEMENT OF QUALIFICATIONS**

**CIC Valuation Group, Inc.** is located in Bellevue, WA and has conducted all different types of real property appraisals throughout the Puget Sound area since 1992. CIC Valuation Group, Inc. is classified as a MBE firm (#M4M5110962) by the State of Washington and as a Small Business. The company was founded by Keith Dang, MAI, SR/WA in 1992 and employs 5 appraisers. The company is managed by Keith Dang, MAI, SR/WA; Barrett Keitges, MAI; and Ryan Hood. We have produced between 100 and 250+ appraisals every year over the past 23+ years for a wide variety of clients. We are pleased to state that **all** appraisals done for public agencies have been done within the proposed budget to the standards and expectations of the client. Stringent scheduling and a clear understanding of our capability have ensured on-time delivery for all appraisals done for our clients.

We have over 23 years of appraisal experience on a wide variety of commercial and residential properties for public agencies. Properties appraised and/or reviewed include: apartment buildings, condominiums, mixed-use properties, medical/office properties, office, retail, industrial, raw land, subdivisions, service stations, fast-food restaurants, churches, golf courses, mini-storages, airport related properties, various special purpose, and miscellaneous commercial properties.

CIC Valuation Group, Inc. has provided appraisals and consulting services (litigation support and appraisal reviews) for various public and government agencies including Sound Transit Real Estate, the City of Seattle, SDOT, Seattle Department of Parks and Recreation, Pierce County Public Department of Public Works, the Port of Seattle, Seattle City Light, Seattle Public Utilities, Snohomish County Public Works Department, the City of Bellevue, the City of Marysville, WSDOT, King County Fire District, King County, King County Wastewater Division and the City of Pacific. Our experience has included appraising a single property to working on large scale projects of over 100 parcels.

### **Specialized areas of services for public agencies include:**

- Eminent domain appraisals for public agencies – full and partial acquisitions.
- Appraisal reviews for litigation
- Project funding estimates
- Valuation for interagency transfers
- Market studies for cases involving **damages** (due to proximity to road, large storm detention ponds, subterranean tunnels, etc.) as well as **benefits**.
- Consulting and due diligence
- Appraisal of properties with detrimental conditions (wetlands, contaminants, etc.)
- Lease rate analysis for vacant land or improved properties
- Expert witness testimony
- Valuation of various easements (transmission lines, conservation, utilities, TCE, etc.)

Here is some background on the four key appraisers within the company.

**Keith Dang, MAI, SR/WA** is the owner of the company. He started CIC Valuation Group, Inc. in 1992 and has 20+ years experience in real estate appraising and consulting. CIC Valuation Group, Inc. has provided appraisals and consulting services (litigation support and appraisal reviews) for various public and government agencies including Sound Transit Real Estate, City of Seattle, Pierce County, the Port of Seattle, Snohomish County Public Works Department, Attorney General's Office, WSDOT and King County Waterways 2000 project. Mr. Dang has provided appraisals for various attorneys, financial institutions, investors, etc. He has also completed PFEs, market studies for cases involving damages (due to proximity to road, large storm detention ponds, subterranean tunnels) as well as benefits. Mr. Dang has experience as an expert witness in multiple cases involving a wide variety of real estate issues. He obtained his MBA from the University of Washington in 1994. He has the MAI designation from the Appraisal Institute and the SR/WA designation from IRWA. He is a Certified General Real Estate Appraiser (Washington State Certificate No. 1100738). WSDOT approved appraiser.

Keith Dang has completed the following right-of-way courses:

- Uniform Appraisal Standards for Federal Land Acquisitions
- The Appraisal of Partial Acquisitions
- Principles of Right of Way Acquisition
- Property Descriptions
- Valuation of Easements
- Principles of Engineering
- Principles of Real Estate Negotiations
- Bargaining Negotiations
- Negotiating Effectively with a Diverse Clientele
- Ethics and the Right-of-Way Profession

**Barrett Keitges, MAI** is a principal appraiser with the company. He joined CIC Valuation Group, Inc. in 2005 as an appraiser and consultant after working as a research technician at the Washington Center for Real Estate Research. He has appraised a wide variety of properties including improved commercial, industrial, special purpose and residential properties as well as vacant commercial and residential land. He is experienced in complex valuation assignments, valuing various property rights and interests and all report formats. He has eminent domain experience with a variety of clients including Snohomish County Public Works, Pierce County Department of Public Works, the City of Bellevue, Sound Transit Real Estate, WSDOT, Seattle City Attorney, SDOT, Seattle Department of Parks and Recreation, City of Marysville, King County Fire District, and various private clients and attorneys. He has provided appraisals and consulting services for cases involving condemnation, nuisance, and damages claims. Mr. Keitges has provided expert testimony in multiple cases. He graduated from Washington State University in 2005 with a BA in Business Administration (Real Estate). Mr. Keitges has the MAI designation from the Appraisal Institute and is a member of IRWA. He is a Certified General Real Estate Appraiser (Washington State Certificate No. 1102052).

Barrett Keitges has completed the following right-of-way courses:

- Uniform Appraisal Standards for Federal Land Acquisitions

- Easement Valuation
- The Valuation of Partial Acquisitions
- Problems in the Valuation of Partial Acquisitions
- Mock Trial

**Ryan Hood** is the manager of the right-of-way division of CIC Valuation Group, Inc. He is responsible for determining the scope of appraisal work (including a determination of whether a subconsultant - parking, sign, wetlands, landscape architect, etc. is necessary), assigning appraisals, maintaining the work schedule, creating a database of the project, communicating progress and other important issues with the local agency, reviewing and performing appraisals. He has appraised and analyzed a wide variety of commercial properties, raw land, finished lots and residential properties. He has over 20 years of eminent domain appraisal experience for several clients including Sound Transit Real Estate, WSDOT, Snohomish County Public Works, City of Seattle, King County Office of Open Space, Pierce County Department of Public Works and Utilities, Seattle Public Utilities Seattle City Light and the Port of Seattle. He graduated from the University of Washington in 1992 with a BA in Business Administration with a concentration in Finance. He is an associate member of the Appraisal Institute, a member of IRWA and has worked with CIC Valuation Group, Inc. since October 1992. He is a Certified General Real Estate Appraiser (Washington State Certificate No. 1100541). WSDOT approved appraiser.

Ryan Hood has completed the following right-of-way courses:

- The Appraisal of Partial Acquisitions
- Uniform Appraisal Standards for Federal Land Acquisitions
- Principles of Engineering
- Easement Valuation

**Stephen Juntila** is an appraiser utilized by the company for over 8 years. Mr. Juntila was an Appraiser and Review Appraiser for the City of Seattle from 1985 to 1995 and was the Senior Review Appraiser for Snohomish County for over 12 years. He is qualified by all state agencies for review work and has been engaged by a variety of cities towns and counties as well as most of the conservation groups in the state. He has been engaged in compliance and review litigation throughout the United States from Florida to Texas and California representing clients in more than 6 states. Mr. Juntila is now a nationally recognized Review Appraiser. He has served on the Washington State Real Estate Appraiser Commission, appointed by the governor, for nearly 8 years. He is an improved instructor by the State of Washington for continuing education courses. He has been acknowledged as an expert witness in King and Snohomish County Superior Courts as well as providing expert testimony in Spokane County. His expertise has been utilized as an expert witness in Florida, Colorado, Michigan and Missouri as well as the 9<sup>th</sup> District Federal Court of Appeals. He graduated from the University of Washington in 1971 with a BA in Literature. He has directed Snohomish County's PDR/TDR program for over 5 years and the rights acquired were all conservation easements. He has been approved as an appraiser and review appraiser by what once was the Inter-agency Committee for Outdoor Recreation (IAC) and now the ROC Salmon Recovery Board for nearly 30 years and have worked for Forterra, formerly Cascade Land Conservancy, the Whatcom Land Trust, the Skagit County Land Conservancy and other conservation groups for decades. He is an associate member of the Appraisal Institute, a member of IRWA. He is a Certified General Real Estate Appraiser (Washington State Certificate No. 1100650).

Steve Juntala has completed the following right-of-way courses:

- Principles of Right of Way Acquisitions (101)
- Property Descriptions (902)
- Principles of Engineering (900)
- Principles of Real Estate Negotiations (200)
- Ethics and the Right of Way Profession (103) every five years for the last 20 years
- The Appraisal of Partial Acquisitions (401) also the course coordinator
- Condemnation and Mock Trial Seminar (taken this course twice and helped design the original course)

## PROJECT SUMMARIES AND REFERENCES

Firm Key Appr.	Client Name	Project	City/ Jurisdiction	Types of appraisals	Details	Additional Information*	Number of appraisals	Contact	Contract Amount	Begin Date	End Date
CIC Keith Dang Barrett Kätges	Sound Transit Real Estate	East Link	Bellevue and Redmond, WA	"Before and After" appraisals for full and partial acquisition purposes.	Services provided to date include 16 appraisals for full and partial acquisition purposes of office, retail, flex, light industrial, mixed-use, private school, and vacant commercial properties in a transitioning area. Appraisals include full acquisitions for the Hospital and 130th Ave NE stations and included consideration of potential project influences related to station area upzoning.	A analysis included research and investigation into the Bel-Red Corridor Project including discussions with Sound Transit attorneys and a meeting with the City of Bellevue Planning Director. All appraisals associated with this project were completed on budget and were accepted by the agency.	16	Mr. Jim Lema, Sound Transit Real Estate, 401 S Jackson St., Seattle, WA 98104. 206-398-5418	\$77,700	February 2014	On-going
CIC Barrett Kätges Ryan Hood	Snohomish County Public Works Department	North Creek Trail - SR 524 to 183rd St SE	Unincorporated Snohomish County/Bothell, WA area	"Before and After" appraisals for full and partial acquisition purposes.	Services provided included appraisals of 33 separate properties along with providing a project book with over 100 verified sales. The properties appraised included SFRs, multifamily zoned land, residentially zoned land, land encumbered with overhead utility lines, and land encumbered by open space requirements as well as land impacted with critical areas. The appraisals also studied the impact that a trail would have on improved properties in a suburban area (both negative and positive impacts on the properties).	All appraisals associated with this project were completed at least 1 month early and the total project came in under budget at \$98,500. This was possible after we helped the client to conclude that some of the properties scheduled to be appraised were not needed for the proposed project and helped the client to reduce and/or change some of the proposed acquisition areas. All questions by the client were answered in a timely manner and all of the appraisals were accepted by the agency.	33	Mr. Michael McVey, Snohomish County Public Works Department, 3000 Rockefeller Avenue, Everett, WA 98201. 425-388-6658	\$111,650 - Billed \$98,500	November 2013	September 2014 - Completed Early
CIC Barrett Kätges Yvonne Tichelaar	City of Marysville	State Avenue - 16th St NE to 18th St NE Corridor Completion Project	Marysville, WA	"Before and After" appraisals for partial acquisition purposes.	Services provided included appraisals for 9 commercial parcels with interim improvements in a transitioning area. The properties appraised included single family, commercial, and multifamily improvements on commercially-zoned sites.	The appraisals were needed for a high priority project with a tight timeframe. Several of the acquisition areas included significant landscaping requiring us to contract a landscaping subconsultant. We were able to combine parcels to complete the project within the required timeframe and under budget at \$21,000. All questions by the client were answered in a timely manner and all of the appraisals were accepted by the agency.	6	Mr. Patrick Gruenhagen, City of Marysville, 80 Columbia Avenue, Marysville, WA 98270, 425-363-8100	\$27,000 - Billed \$21,000	March 2014	July 2014
CIC Keith Dang Barrett Kätges Ryan Hood	Port of Seattle	Sea-Tac International Airport Leasehold Property Appraisals	SeaTac, WA	Market value appraisals for lease renewal purposes.	Services provided included a total of 15 appraisals, and arbitration if needed, for properties in close proximity to or on the Sea-Tac International Airport airfield for renewal of leases with the Port of Seattle. Appraisals included conclusions of market value for vacant and improved parcels including an aircraft maintenance hangar facility and other special purpose properties.	All appraisals were completed by October 31, 2013 and within the budget of \$54,125. All questions by the client were answered in a timely manner and all of the appraisals were accepted by the agency.	15	Mr. Al Royal, Port of Seattle, PO Box 687257, Seattle, WA 98168. 206-787-6788	\$54,125	July 2013	November 2013
CIC Keith Dang Barrett Kätges Ryan Hood	WSDOT	SR 520 Bridge Replacement and HOV Project and related projects	Bellevue, Kirkland, Hunts Point, Yarrow Point, Clyde Hill, Medina, WA	"Before and After" appraisals for partial acquisition purposes.	Services provided included appraisals of 13 separate properties with one appraisal update. The properties appraised included commercially zoned land, residentially zoned land, high value residential properties and waterfront properties. Some properties experienced damages (cost to cure). Valuation included site improvements, temporary construction easements as well as conservation easements.	All appraisals were completed on time and within budget. All questions by the client were answered in a timely manner and all of the appraisals were accepted by the agency.	14	Mr. Jim Satter, Washington State Department of Transportation, P.O. Box 47338, Olympia, WA 98504. 360-705-7312	\$95,500 - Billed \$92,700	March 2010	October 2012

We recently complete an appraisal for the City of Pacific. This appraisal was for a street vacation entitled “Skinner Road Right-of-Way that was completed in December 2015 to the satisfaction of the client.

Previous appraisal work for other municipalities and similar agencies includes the following guidelines as to how we approach each assignment. Keith Dang, Barrett Keitges and Ryan Hood along with associate appraisers would field inspect the parcels prior to starting the project to determine the scope of work necessary to complete each appraisal in a timely manner. At this stage, a determination would be made if a subconsultant (wetlands, landscape architect, timber specialist, etc.) is necessary for “before and after” appraisals. Appraisals are then assigned to qualified individuals within the firm with a due date. The project manager then goes on the inspection of the property with the assigned appraiser and the appraisals are well on their way to completion. During the course of the appraisal, both the appraisal manager and appraiser make sure that the appraisal is in compliance with the requirements established by the governing agency. Communication with the project manager, negotiator, review appraiser and/or other experts is also maintained in order to anticipate and resolve any potential problems in our appraisals so that the acquisition can proceed smoothly.

During the course of the appraisal, CIC Valuation Group, Inc uses a variety of services including Metroscan, CoStar COMPS, CBA, NWMLS, loopnet, etc. for our market research. We are also familiar with various websites (ie. SCOPI; Permit, Planning and Zoning Maps; PDS Permit Search; County Public Records Search; Septic As Built; etc.) which provide documentation and environmental reports from the area and subscribe to a number of newsletters and market data services. Valuable data are also obtained during our inspection of the subject property and neighborhoods. We use digital cameras for our appraisals and can send all appraisals electronically. All research and report preparations are done in-house to ensure a high quality product for the client.

Finally, we keep track of the progress of each appraisal and their respective due date on a central computer to ensure timely completion of the appraisals.

We have experience in providing consulting services on the following: Project Funding Estimates, market studies for analysis of damages **and** benefits, litigation support and appraisal reviews for litigation. We have established long-term relationships with a variety of other small consultants (wetlands delineation, engineering/land use planners, parking/engineering consultants, environmental assessments, sign valuation, cost to cure, landscaping consultants, etc.) who have delivered in a timely and cost effective manner. Our work with a wide variety of public agencies have provided us with expansive experience with a variety of different property types, appraisal problems, and organization skills needed to conduct appraisal services for large projects.

We have also worked with other firms on large appraisal assignments which demonstrates that we are able to work as a team with other firms in large projects. Examples include working with Jarman-Hirsch Appraisal Services, LLC on the SR 509 project; with McKee & Schalka on the Tunnel Study and 140 residential appraisals for Sound Transit; with McKee & Schalka on 16 appraisals of institutional grade commercial properties in the Seattle CBD for the SR 99 Bored Tunnel Project; and with ABS on 65+ appraisals in the Rainier Valley, Tukwila, and Bellevue areas for Sound Transit.

Overall, CIC Valuation Group, Inc has provided right-of-way appraisals for various public and government agencies. Consequently, we have substantial experience in dealing with changes in scope, design and scheduling changes. Typically, we try to work very closely with the public and government agencies and are very flexible in working with these agencies when changes occur. As stated earlier, cooperation and responsiveness have been the cornerstone of our company. Any questions about our appraisals or additional work requested have always been addressed and completed to the clients' satisfaction in a timely manner. We are pleased to state that all appraisals performed for public agencies have been done within the proposed budget to the standards and expectations of the client. Stringent scheduling for all appraisals has ensured on-time delivery for all appraisals performed for our clients. We also maintain communication with the project engineer, project manager, negotiator, review appraiser and other experts to anticipate and resolve any potential problems in our appraisals so that the acquisition can proceed smoothly.

Due to our close relationships with our clients, there have been several instances where CIC Valuation Group, Inc has brought up issues to the client which in turn changed the scope and design of projects to the benefit of the client.

We stand by the quality of our work and have been complimented by most clients as to the superior quality of work that we provide our clients. We have provided several references below, of which all will be happy to share with you our appraisal performance and quality of work.

Mr. Jim Lema, MAI  
Sound Transit  
Union Station, 401 S Jackson St  
Seattle, WA 98104-2826  
Telephone : 425-398-5418  
Sound Transit eminent domain appraisals

Mr. Jim Salter  
WSDOT  
PO BOX 47338  
Olympia, WA 98504-7338  
Telephone : 360-705-7312  
WSDOT eminent domain appraisals

Mr. Jim Prossick  
HDR One Company  
500 108<sup>th</sup> Ave NE, Suite 1200  
Bellevue, WA 98004  
Telephone : 206-768-5735  
Sub contractor for WSDOT eminent domain app.

Ms. Leslie Bloomer  
City of Seattle  
700 5<sup>th</sup> Ave, 52<sup>nd</sup> floor  
Seattle, WA 98124  
Telephone : 206-386-1547  
Appraisals & eminent domain appraisals

Mr. Michael McVey  
Snohomish County Dept of Public Works  
Engineering Services Division  
3000 Rockefeller Ave, 5<sup>th</sup> Floor  
Everett, WA 98201-4067  
Telephone : 425-388-6658  
Snohomish Cty eminent domain appraisals

**Our proposed fees for the appraisal of tax parcel No. 375060-2795 and tax parcel No. 335340-1165 are \$4,000 each. Our proposed fee for the appraisal of the newly created parcel (Attachments 1 and 2) is \$5,000. Our proposed fees for an appraisal review of tax parcel No. 375060-2795 and tax parcel No. 335340-1165 are \$1,500 each while the proposed fee for the appraisal review of the newly created parcel (Attachments 1 and 2) is \$2,000. Ryan Hood would be the manager of the contract.**

## **QUALIFICATIONS OF APPRAISER**

### **KEITH DANG, MAI, SR/WA**

#### **EDUCATION:**

MBA 1994, University of Washington

Successfully completed the following courses and examinations through the American Institute of Real Estate Appraisers, Appraisal Institute and IRWA:

- Standards of Professional Practice A & B & C
- Real Estate Appraisal Principles (1A1) and Basic Valuation Procedures (1A2)
- Capitalization Theory & Techniques (1BA & 1BB)
- Case Studies in Real Estate Valuation (2-1)
- Report Writing and Valuation Analysis (2-2)
- Apartment Appraisals-Concepts and Applications (330)
- The Appraisal of Partial Acquisitions (401)
- Principles of Right of Way Acquisition (101)
- Appraisal Standards for Federal Land Acquisitions
- Valuation of Easements (403)
- Principles of Engineering (900)
- Principles of Real Estate Negotiations (200)
- Bargaining Negotiations (205)
- Valuation of Detrimental Conditions in Real Estate Seminar
- Negotiating Effectively with a Diverse Clientele (209)
- Ethics and the Right-of-Way Profession (103)
- Litigation Appraising – Specialized Topics and Applications (705)
- Annual Litigation Seminar

#### **EXPERIENCE:**

Types of properties appraised and reviewed include: apartment buildings, condominiums, mixed-use properties, medical/office properties, office and retail buildings, industrial warehouses, raw land, subdivisions, service stations, fast-food restaurants, churches, golf courses, mini-storages, various special purpose and commercial properties.

- \* Appraiser at CIC Valuation Group Inc. from October 1992 to present.
- \* Expert witness in Snohomish County and King County Superior Courts.
- \* Review appraiser with Puget Sound Bank.

PROFESSIONAL AFFILIATION:

Member of Appraisal Institute, (MAI #9764)

State of Washington Certified Real Estate Appraiser General Classification (1100738)

Senior Member of the International Right of Way Association

TYPICAL CLIENTELE:

JP Morgan Chase Bank	Union Bank
Lendlease Capital	KeyBank
HomeStreet Bank	AmericanWest Bank
Umpqua Bank	Whidbey Island Bank
Luther Burbank Savings	Washington Federal Savings
REIA LLC	Bank of America
HDR Inc.	Epic Land Solutions, Inc.
National Mortgage	U.S. Bancorp
King County Housing Authority	Snohomish County Public Works
City of Seattle	GP Realty
King County Office of Open Space	Prudential Multifamily Mortgage, Inc.
Graham and Dunn	CitiBank
Allstate Insurance	MIMLIC Asset Management Company
Columbia Bank	Universal Field Services
Equitable Investment Services	Nationsbanc
WMF	Port of Seattle
Central Pacific Bank	Ward Cook, Inc.
Deutsche Bank	Banner Bank
Collateral Mortgage Capital, LLC	Bank of Internet, USA
Reed McClure	HUD
City of Redmond	City of Tacoma
Sound Transit Real Estate	WSDOT
Pierce County	SDOT

## QUALIFICATIONS AND EXPERIENCE

### BARRETT KEITGES, MAI

#### EDUCATION:

B.A. Degree in Business Administration (Real Estate) 2005, Washington State University

Successfully completed all current course requirements for general certification (over 250 hours) in addition to the following courses/seminars:

#### Appraisal Institute

- 7-Hour and 15-Hour National USPAP Courses
- Advanced Sales Comparison and Cost Approaches
- Advanced Income Capitalization
- Advanced Applications
- Appraising the Appraisal: Appraisal Review - General
- Attacking and Defending an Appraisal in Litigation
- Business Practices and Ethics
- Condemnation Appraising: Principles & Applications
- Evaluating Residential Construction
- Evaluating Commercial Construction
- Introduction to Green Buildings: Principles and Concepts
- Litigation Appraising: Specialized Topics and Applications
- The Appraiser as an Expert Witness: Preparation & Testimony
- Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)

#### IRWA

- Easement Valuation (403)
- The Valuation of Partial Acquisitions (421)
- Problems in the Valuation of Partial Acquisitions (431)
- Mock Trial

#### EXPERIENCE:

Principal appraiser and consultant with CIC Valuation Group, Inc. Appraised and reviewed appraisals for various property rights for a wide variety of commercial and residential property types in the Puget Sound Region and surrounding areas (King, Snohomish, Pierce, Thurston, and Skagit counties).

- \* Appraiser at CIC Valuation Group, Inc. from 2005 to present.
- \* Approved appraiser for a number of lending institutions and public agencies.
- \* Lead appraiser on a number of public projects involving the use of eminent domain.
- \* Lead appraiser on numerous assignments completed for litigation support purposes.

PROFESSIONAL AFFILIATION:

Designated Member of the Appraisal Institute (MAI #471638)

- Seattle Chapter Education Committee Member (2011-2013)

State of Washington Certified General Real Estate Appraiser (#1102052)

Member of the International Right of Way Association (#7904565)

PARTIAL CLIENT LIST:

AmericanWest Bank	Bank of America
Breskin Johnson & Townsend	Bricklin & Newman
City of Bellevue	City of Marysville
City of Monroe	City of Pacific
City of Seattle	Demco Law Firm, P.S.
HDR	HomeStreet Bank
JPMorgan Chase Bank	Key Bank
Luther Burbank Savings	Miller Nash Graham & Dunn
Olympic Pipeline Company	Opus Bank
Patterson Buchanan Fobes & Leitch	Port of Seattle
Pierce County Public Works and Utilities	Scheer & Zehnder
Seattle City Attorney	Seattle City Light
Seattle Department of Parks and Recreation	Seattle Department of Transportation
Snohomish Co. Public Works	Sound Transit
Union Bank	U.S. Army Corps of Engineers
Washington Federal Savings	Washington State Dept of Transportation
Weed, Graafstra and Benson	Whidbey Island Bank

## **QUALIFICATIONS OF APPRAISER**

### **RYAN HOOD**

#### **EDUCATION:**

B.A. Degree in Business Administration (Finance) 1992, University of Washington

Successfully completed the following courses/seminars:

- Introduction to Real Estate Appraising
- Real Estate Appraisal Principles
- Real Estate Appraisal Procedures
- Basic Income Capitalization
- 7-Hour and 15-Hour National USPAP Courses
- Advanced Income Capitalization
- Highest and Best Use And Market Analysis
- Advanced Sales Comparison and Cost Approaches
- Report Writing
- Advanced Applications
- The Appraisal of Partial Acquisitions
- Land and Site Valuation
- Easement Valuation
- Uniform Appraisal Standards for Federal Land Acquisitions
- Eminent Domain and Condemnation

#### **EXPERIENCE:**

Senior appraiser and consultant with CIC Valuation Group, Inc. Appraised and reviewed appraisals for various property rights for a wide variety of vacant and improved commercial (mixed-use properties, industrial warehouses, medical/office properties, office and retail buildings) and residential (apartment buildings, condominiums, and SFRs) properties in the Puget Sound Region and surrounding areas (King, Snohomish, Pierce, Thurston, and Skagit counties). 20+ years' experience in eminent domain appraisals as well as overhead, pipeline and other easement valuations utilizing the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book requirements).

- \* Appraiser at CIC Valuation Group, Inc. from October 1992 to present.
- \* Approved appraiser for a number of lending institutions and public agencies including WSDOT.
- \* Lead appraiser on a number of public projects involving the use of eminent domain.

PROFESSIONAL AFFILIATION:

Practicing Affiliate of Appraisal Institute (#M931035)

Member of the International Right of Way Association (#7889330)

State of Washington Certified Real Estate Appraiser  
General Classification (1100541) issue date of 09-12-96

PARTIAL CLIENT LIST:

JPMorgan Chase Bank, N.A.	King County Office of Open Space
CitiBank	Port of Seattle
Pierce County Dept of Public Works and Utilities	Washington Federal Savings
Whidbey Island Bank	Snohomish County Public Works
City of Seattle	U.S. Dept. of Housing and Development
Luther Burbank Savings	Bank of America
Sound Transit Real Estate	Cascade Bank
GP Realty	WSDOT
HDR Inc.	Universal Field Services
KeyBank	City of Marysville
Union Bank	Wells Fargo
HomeStreet Bank	Umpqua Bank
AmericanWest Bank	Whidbey Island Bank
Epic Land Solutions	Seattle Department of Parks and Recreation
Washington State Dept of Transportation	City of Tacoma
King County Office of Open Space	Graham and Dunn
Universal Field Services	Seattle City Light
Pacific Continental Bank	Fortune Bank
US Army Corps of Engineers	King County Wastewater
City of Pacific	

## **QUALIFICATIONS AND EXPERIENCE**

### **STEPHEN Wm. JUNTILA, CRA, SR/WA**

#### **EDUCATION:**

Post Graduate Study in Public Administration, 1977-1979, George Washington University Institute for Educational Leadership

Post Graduate Study in Public Administration, 1977-1978, Library of Congress, Congressional Research Service

Post Graduate Study in Psychology 1972, Western Washington State University

B.A. Degree in Literature 1971, University of Washington

Successfully completed the following courses and examinations through several foundations and associations including the American Institute of Real Estate Appraisers, Appraisal Institute, IRWA, The National Association of Review Appraisers and Mortgage Underwriters, The Washington State Bar Association, Washington State Department of Transportation:

- Real Estate Appraisal Principles
- Real Estate Law
- Procedures and Title, Review Appraisal, Relocation Assistance
- Negotiation and Advocacy Seminar
- Public Takings by Condemnation or Regulatory Action
- Appraising the Tough Ones
- Appraiser Loop Seminar
- Professional Ethics Seminars
- Real Estate Finance & Land Use Planning
- What is Legally Permissible
- Subdivision Seminar
- Hypothetical Conditions & Extraordinary Assumptions
- Ethics and the Right of Way Profession
- Condemnation Appraisal and Mock Trial
- Eminent Domain

#### **EXPERIENCE:**

Types of properties appraised include: vacant land, port, industrial, agricultural, commercial and special use properties as well as conventional general appraisal and review. Litigation support and eminent domain experience.

- Appraiser at CIC Valuation Group Inc. as of September 2007 through February 2009, now affiliated with CIC.
- Founder and principal of Valuation Associates from 1985 to present.
- Senior Review Appraiser for Snohomish County from February 1995 to September 2007 and from February 2009 to May 2015.
- Appraiser for the City of Seattle from April 1985 to February 1995.
- Business Development and Project Manager for Epic Land Solutions of Western Washington from June 2015 to present.

PROFESSIONAL AFFILIATION:

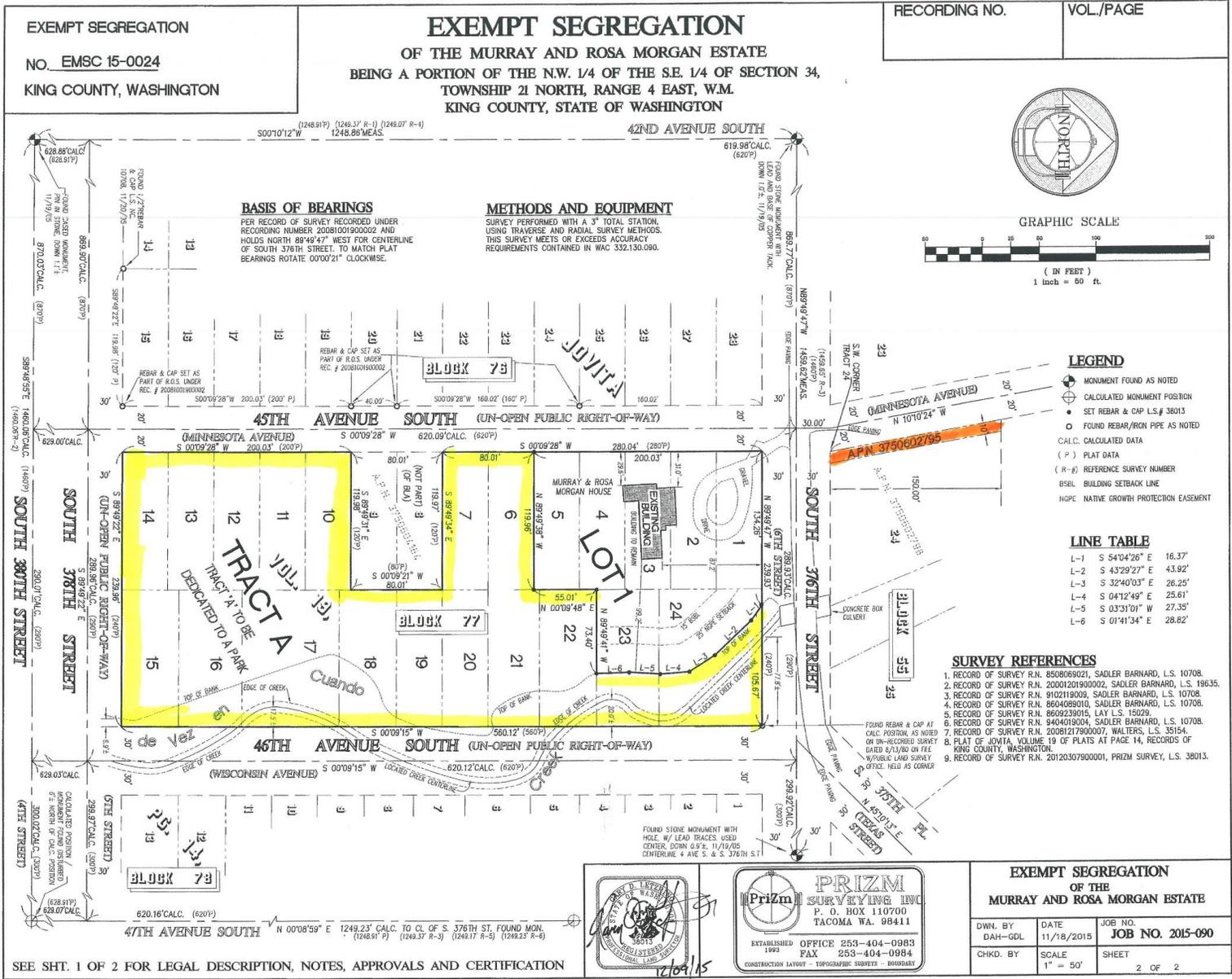
- Practicing Affiliate of Appraisal Institute
- State of Washington Certified General Real Estate Appraiser (1100650)
- Senior Member of the International Right of Way Association with SR/WA designation
- Designated Member of the National Association of Review Appraisers and Mortgage Underwriters

TYPICAL CLIENTELE:

Washington Mutual Bank  
 Sound Transit  
 The City of Seattle  
 Graham and Dunn  
 The City of Seattle Engineering Dept  
 The City of Seattle Law Dept  
 The City of Lynden  
 Price Enterprises  
 Morgan Aero  
 Lane and Associates  
 Perteet Engineering  
 Reed McClure  
 The Bonjorni Company  
 Williams Pipeline  
 The Eastman Company  
 Eastside Commercial  
 Island County Land Trust  
 Snohomish County Engineering Services  
 Cascade Land Conservancy  
 Skagit County Land Trust

Universal Field Services  
 The City of Lynnwood  
 The City of Marysville  
 The Town of Woodway  
 The City of Anacortes  
 The City of Mount Vernon  
 Island County  
 Frontier Bank  
 Carter and Fulton PS Attorneys at Law  
 Oles Morrison and Rinker, Attorneys at Law  
 Foster Pepper & Shefelman, Attorneys at Law  
 Rodgers, Duetsch and Turner, Attorneys at Law  
 Newton Kight, Attorneys at Law  
 Ogden Murphy Wallace PLLC  
 Gary Bandstetter, Attorney at Law  
 Weed Grafstra and Benson PLLC  
 MaCauley and Associates  
 Snohomish County Parks and Recreation Depts  
 Whatcom Land Trust  
 Washington State Dept of Natural Resources

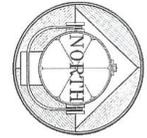
# Lane Morgan Property



EXEMPT SEGREGATION  
NO. EMSC 15-0024  
KING COUNTY, WASHINGTON

## EXEMPT SEGREGATION OF THE MURRAY AND ROSA MORGAN ESTATE BEING A PORTION OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M. KING COUNTY, STATE OF WASHINGTON

RECORDING NO. \_\_\_\_\_ VOL./PAGE \_\_\_\_\_



**BASIS OF BEARINGS**  
PER RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20081001900002 AND HOLDS NORTH 89°49'47" WEST FOR CENTERLINE OF SOUTH 376TH STREET, TO MATCH PLAT BEARINGS ROTATE 0°00'21" CLOCKWISE.

**METHODS AND EQUIPMENT**  
SURVEY PERFORMED WITH A 3" TOTAL STATION, USING TRAVERSE AND RADIAL SURVEY METHODS. THIS SURVEY MEETS OR EXCEEDS ACCURACY REQUIREMENTS CONTAINED IN WAC 332.150.090.

- LEGEND**
- MONUMENT FOUND AS NOTED
  - CALCULATED MONUMENT POSITION
  - SET REBAR & CAP L.S.# 38013
  - FOUND REBAR/RCON PIPE AS NOTED
  - CALC. CALCULATED DATA
  - (P) PLAT DATA
  - (R-#) REFERENCE SURVEY NUMBER
  - BSBL BUILDING SETBACK LINE
  - NGPE NATIVE GROWTH PROTECTION EASEMENT

**LINE TABLE**

L-1	S 54°04'26" E	16.37'
L-2	S 43°29'27" E	43.92'
L-3	S 32°40'03" E	26.25'
L-4	S 04°12'49" E	25.61'
L-5	S 03°31'01" W	27.35'
L-6	S 01°41'34" E	28.82'

- SURVEY REFERENCES**
- RECORD OF SURVEY R.N. 8508069021, SADLER BARNARD, L.S. 10708.
  - RECORD OF SURVEY R.N. 20001201900002, SADLER BARNARD, L.S. 19635.
  - RECORD OF SURVEY R.N. 9102119009, SADLER BARNARD, L.S. 10708.
  - RECORD OF SURVEY R.N. 8604089010, SADLER BARNARD, L.S. 10708.
  - RECORD OF SURVEY R.N. 8609239015, LAY L.S. 15028.
  - RECORD OF SURVEY R.N. 9404019004, SADLER BARNARD, L.S. 10708.
  - RECORD OF SURVEY R.N. 20081217900007, WALTERS, L.S. 35154.
  - PLAT OF JUNITA, VOLUME 19 OF PLATS AT PAGE 14, RECORDS OF KING COUNTY, WASHINGTON.
  - RECORD OF SURVEY R.N. 20120307900001, PRIZM SURVEY, L.S. 38013.



**PRIZM SURVEYING INC.**  
P. O. BOX 110700  
TACOMA WA. 98411

ESTABLISHED 1993  
OFFICE 253-404-0983  
FAX 253-404-0984  
CONSTRUCTION LAYOUT - TOPOGRAPHIC SURVEY - BOUNDARY

**EXEMPT SEGREGATION  
OF THE  
MURRAY AND ROSA MORGAN ESTATE**

DWN. BY DAH-GDL	DATE 11/18/2015	JOB NO. JOB NO. 2015-090
CHKD. BY	SCALE 1" = 50'	SHEET 2 OF 2

SEE SHET. 1 OF 2 FOR LEGAL DESCRIPTION, NOTES, APPROVALS AND CERTIFICATION

Exhibit A



# Tacoma Blvd Property





AGENDA BILL NO. 16-043

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

**FROM:** Public Works

**MEETING DATE:** April 25, 2016

**SUBJECT:** **Professional Services Agreement for Right of Way Descriptions for Milwaukee Boulevard Improvements**

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**ATTACHMENTS:**

- Resolution No. 2016-335
- AHBL Professional Services Agreement for the Milwaukee Boulevard Surveying and Legal Description Services

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**Previous Council Review Date:**

**Background:**

The City has received a federal grant to design improvements for Milwaukee Boulevard. The federal grant requires that improvements to Milwaukee Boulevard be constructed on public rights-of-way or easements that are purchased through methods complying with the URAS and 40 CFR Part 24. The design process has determined that compliance with good engineering practices, there will be 10 areas that have or will have city sidewalks crossing over a small area of private property.

**Summary:** AHBL has prepared a scope of work described in Exhibit A (which is attached to the Agreement, also attached to this Staff Report). This is to develop additional legal descriptions for right-of-way acquisition. The work described in Exhibit A was not contemplated in the original contract or the last amendment because the existing sidewalk ramps meet current standards and were not being replaced. Subsequent discussions with the WSDOT personnel indicated that the since the sidewalk is encroaching on private property, and the project is partially funded with Federal Funds. The scope of work requires that the services be completed no later than May 15, 2016. The not to exceed amount of \$2,950.00.

**Recommendation/Action:** Staff recommends Council authorize the Mayor to execute the Professional Services Agreement in the not to exceed amount of \$2,950.00, and approve Resolution No. 2016-335.

**Motion for Consideration:** Move to approve Resolution No. 2016-335, A RESOLUTION OF CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH AHBL FOR ADDITIONAL ENGINEERING AND LAND SURVEYING SERVICES FOR PREPARING RIGHT OF WAY ACQUISITION PLANS FOR THE MILWAUKEE BOULEVARD IMPROVEMENT PROJECT; IN THE NOT TO EXCEED AMOUNT OF \$2,950.00.

**Budget Impact:** If accepted by City Council, the costs of the additional services is \$2,950.00 and would be paid from the transportation and stormwater budget.

**Alternatives:** None recommended.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-335**

**A RESOLUTION OF CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH AHBL FOR ADDITIONAL ENGINEERING AND LAND SURVEYING SERVICES FOR PREPARING RIGHT OF WAY ACQUISITION PLANS FOR THE MILWAUKEE BOULEVARD IMPROVEMENT PROJECT; IN THE NOT TO EXCEED AMOUNT OF \$2,950.00.**

---

**WHEREAS**, The City of Pacific operates and maintains the public transportation infrastructure; and

**WHEREAS**, The City has received a federal grant to design improvements for Milwaukee Boulevard; and

**WHEREAS**, The federal grant requires that improvements to Milwaukee Boulevard be constructed on public rights-of-way or easements that are purchased through methods complying with the URAS and 40 CFR Part 24; and

**WHEREAS**, the design process has determined that compliance with good engineering practices, there will be 10 areas that have or will have city sidewalks crossing over a small area of private property.

**WHEREAS**, AHBL was the design firm for the proposed road improvements, has thorough knowledge of the project and has prepared a scope of work and budget to complete the right-of-way acquisition legal descriptions in the amount of \$2,950.00 to develop additional legal descriptions for right-of-way acquisition;

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

**Section 1**, The Pacific City Council hereby authorizes the Mayor to execute the professional services agreement attached to this Resolution between the City of Pacific and AHBL for additional design engineering and surveying services associated with Milwaukee Boulevard Improvement Project Phase I and II in the not to exceed amount of \$2,950.00.

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

APPROVED BY THE PACIFIC CITY COUNCIL THIS 25<sup>TH</sup> DAY OF APRIL, 2016.

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 April, 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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, Washington 98047  
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and AHBL, Inc., a Washington State Sole Proprietorship (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

AHBL, Inc. (hereinafter the “CONSULTANT”)  
Address: 2215 North 30<sup>th</sup> Street, Suite 300  
City, State, Zip: Tacoma, WA 98403-3350

Contact: Ms. Doreen Gavin Phone: 253.383.2422 Fax: 253.383.2572

for professional services in connection with the following Project:

Complete right-of-way acquisition plans and legal descriptions for 11 parcels.

### 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 April 12, 2016, (“Commencement Date”) and shall terminate on December 30, 2016 unless extended or terminated in writing as provided herein.

Revised 2/26/15

**4. Compensation.**

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_, including all applicable taxes.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$2,950.00 including all applicable taxes, 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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047

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

AHBL, Inc.  
Attn: Mr. Sean Comfort  
2215 North 30<sup>th</sup> Street, Suite 300  
Tacoma, WA 98403-3350

Phone: 253.383.2422  
Fax: 206.383.2572

**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 by 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

AHBL, Inc.

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

By: \_\_\_\_\_  
Name: Doreen Gavin

Date: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Amy Stevenson-Ness  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

# EXHIBIT A

## Scope of Work

This Scope of Work is intended to detail AHBL services and responsibilities in completing right-of-way acquisition support services for the City of Pacific Milwaukee Boulevard Project.

### ***Civil Engineering – 2120428.10***

Civil Engineering Coordination – Task 7

1. Coordination with the AHBL survey department to identify right-of-way acquisition areas for curb returns and existing/new sidewalk areas within the Milwaukee Boulevard project limits extending 1.0 feet beyond the back of walk.

### ***Land Surveying – 2120428.50***

Legal Descriptions and Exhibits – Task 51

2. Prepare legal descriptions (8 to 10) for right-of-way acquisition areas including curb returns and existing/new sidewalk areas within the Milwaukee Boulevard project limits.
3. Update the right-of-way plans for the Milwaukee Boulevard project and provide to City of Pacific for use in the right-of-way acquisition process.

### ***Project Reimbursable Expenses – Task 90***

4. Reimbursable expenses such as mileage and reprographics.

### ***Project Schedule***

The right-of-way plans will be completed by May 15, 2016.

### ***Fee Schedule***

<b>Items</b>	<b>Description</b>	<b>Task No.</b>	<b>Amount</b>
Item 1	Civil Engineering – Coordination	T-7	\$400
Item 2-3	Land Surveying - Legal Descriptions and Exhibits	T-51	\$2,500
Item 4	Project Reimbursable Expenses	T-90	\$50
<b>Total Services not to exceed</b>			<b>\$2,950</b>

*See attached billing rate schedule.*

### ***Exclusions***

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Additional field survey work.



Agenda Bill No. 16-044

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** April 25, 2016  
**SUBJECT:** Easement Release

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**ATTACHMENTS:**

- Resolution No. 2016-336
- Release of Easement Document
- Easement AFN 8011060589

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

**Summary:** In 1980, the City of Pacific approved a street vacation of a portion of Fourth Avenue S.W, and reserved an easement for public utilities over, across and under the vacated area. The current owner of the larger piece of property which encompasses the vacated area and reserved easement is Jerald D. Eck – 411 Real Estate LLC (successor in interest to Stephen C. Madsen and Earl and Verla Clark). The vacated right-of-way was 40.0 feet wide.

The City has stormwater pipelines and appurtenances on the property (outside of the vacated area) without benefit of a written easement. The property owner has agreed to provide the City with a written easements for the existing stormwater pipelines, 20.0 wide easement for the southerly stormwater line and 15.0 feet wide easement for the northerly stormwater pipeline in exchange for the City's release of the reserved easement.

**Recommended Action:** Staff recommends Council approve Resolution No. 2016-336, and authorize the Mayor to sign the Release of Easement.

**Motion for Consideration:** I move to approve Resolution No. 2016-336, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT FOR UTILITIES RESERVED UNDER ORDINANCE NO. 193, IN EXCHANGE FOR A WRITTEN EASEMENT RELATING TO AN EXISTING STORMWATER PIPELINES AND APPURTENANCES, LOCATED AT 405 / 411 WEST VALLEY HIGHWAY, 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. 2016-336**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO SIGN A RELEASE OF EASEMENT RELATING TO AN EASEMENT THAT WAS RESERVED AS PART OF A STREET VACATION UNDER ORDINANCE NO. 193, IN EXCHANGE FOR THE PROPERTY OWNER'S GRANTING OF TWO WRITTEN EASEMENTS ON THE PROPERTY FOR EXISTING UTILITIES.**

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**WHEREAS**, the City of Pacific Public Works Department has found that the reserved utility easement from the 4<sup>th</sup> Avenue SW right-of-way vacation easement (between West Valley Highway and SR 167) recorded under King County Recording No. AFN 8011060589, and Ordinance No. 193, will no longer be needed as it has not been used for utilities and there are no plan to construct future utilities in that location; and

**WHEREAS**, the City owns an existing stormwater pipelines and appurtenances along the southerly property line and north of the vacated right of way, that were placed on the same property without benefit of a written easements; and

**WHEREAS**, the property owner, Jerald D. Eck 411 Real Estate, LLC, has agreed to grant the City two written easements for the existing stormwater pipelines and appurtenances in exchange for the City's release of the easement reserved under the street vacation;

**NOW 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 Easement of the reserved 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.

APPROVED BY THE PACIFIC CITY COUNCIL on this 25<sup>th</sup> day of April, 2016.

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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047**

**WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

<b>Document Title(s) (or transactions contained therein):</b> <b>RELEASE OF UTILITY EASEMENT</b>
<b>Reference Number(s) of Documents assigned or released:</b> <b>AFN 8011060589</b>
<b>Grantor(s) (property owner)</b> Jerald D. Eck managing partner for 411 Real Estate, LLC, a Washington Limited Liability Company
<b>Grantee(s) (easement owner)</b> THE CITY OF PACIFIC, a Washington municipal corporation
<b>King County Parcel Legal Description (property where easement will exist):</b> <b>SW ¼ of Section 35, Township 21 North, Range 4 East, W.M.</b> <b>See attached Jerry Eck Property, Page 5</b>
<b>Assessor's Property Tax Parcel/Account Number:</b> King County # 3353404200

**RELEASE OF  
UTILITIES EASEMENT**

This Release of Utilities Easement (“Release”) is made as of the date set forth by and between the City of Pacific, a Washington municipal corporation (the “Grantor” or “City”) and Jerald D. Eck 411 Real Estate LLC, a limited liability corporation organized under the laws of the State of Washington (hereinafter “Eck 411” or “Grantee”).

**RECITALS**

WHEREAS, on November 6, 1980, the City adopted street vacation Ordinance No. 193, recorded under King County Auditor’s No. 8011060589, which reserved a utilities easement over the street area that was vacated (hereinafter the “Reserved Easement”); and

WHEREAS, no utilities were ever installed within the Reserved Easement, and the City has determined that it does not have any future use for the Reserved Easement; and

WHEREAS, the Reserved Easement lies within the property now owned by Eck 411; and

WHEREAS, the City also owns a storm water pipe and appurtenances that were installed on other adjacent property owned by Eck 411, without a written easement; and

WHEREAS, the parties have agreed that in exchange for the City’s release of the reserved easement, Eck 411 will grant the City a written storm water easement for its existing stormwater pipes and appurtenances (in a separate document to be recorded separately); Now, therefore, the parties hereto agree as follows:

Section 1. Release of Easement. The City hereby abandons and releases all rights retained under the 1980 Utilities Easement (Ordinance No. 193), which is the vacated right-of-way for 4<sup>th</sup> Avenue S.W. between West Valley Highway and SR 167, within the following described property:

That portion of Fourth Avenue Southwest lying between West Valley Highway and that State owned channel change right-of-way and lying between Lot 36, Block 15, C.D. Hillman’s Pacific City Addition, Division 1 and Lots 17 and 18, Block 16, C.D. Hillman’s Pacific City Addition, Division No. 1.





Property owned by Jerry Eck aka 411 Real Estate LLC

**PARCEL A:**

THAT PORTION OF LOTS 29, 30, 31, AND 32, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A STRIGHT LINE DRAWN FROM A POINT OPPOSITE HIGHWAY ENGINEER'S STATION P.C. 377+36.87 ON THE CENTERLINE OF SR 167, PIERCE COUNTY LINE TO AUBURN: 17TH STREET S.W., AND 235 FEET SOUTHWESTERLY THEREFROM, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 380+00 ON SAID HIGHWAY PLAN AND 235 FEET SOUTHWESTERLY THEREFROM.

EXCEPT THAT PORTION LYING WITH DETROIT BOULEVARD SOUTH (WEST VALLEY HIGHWAY).

**PARCEL B:**

LOTS 33, 34, 35 AND 36, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN DETROIT BOULEVARD SOUTH (WEST VALLEY HIGHWAY).

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY BE DEED UNDER RECORDING NO. 7101040147.

TOGETHER WITH THE NORTH HALF OF 4TH AVENUE SOUTHWEST VACATED BY ORDINANCE NO. 193 UNDER RECORDING NO. 80110600589 ADJACENT THERETO.

**PARCEL C:**

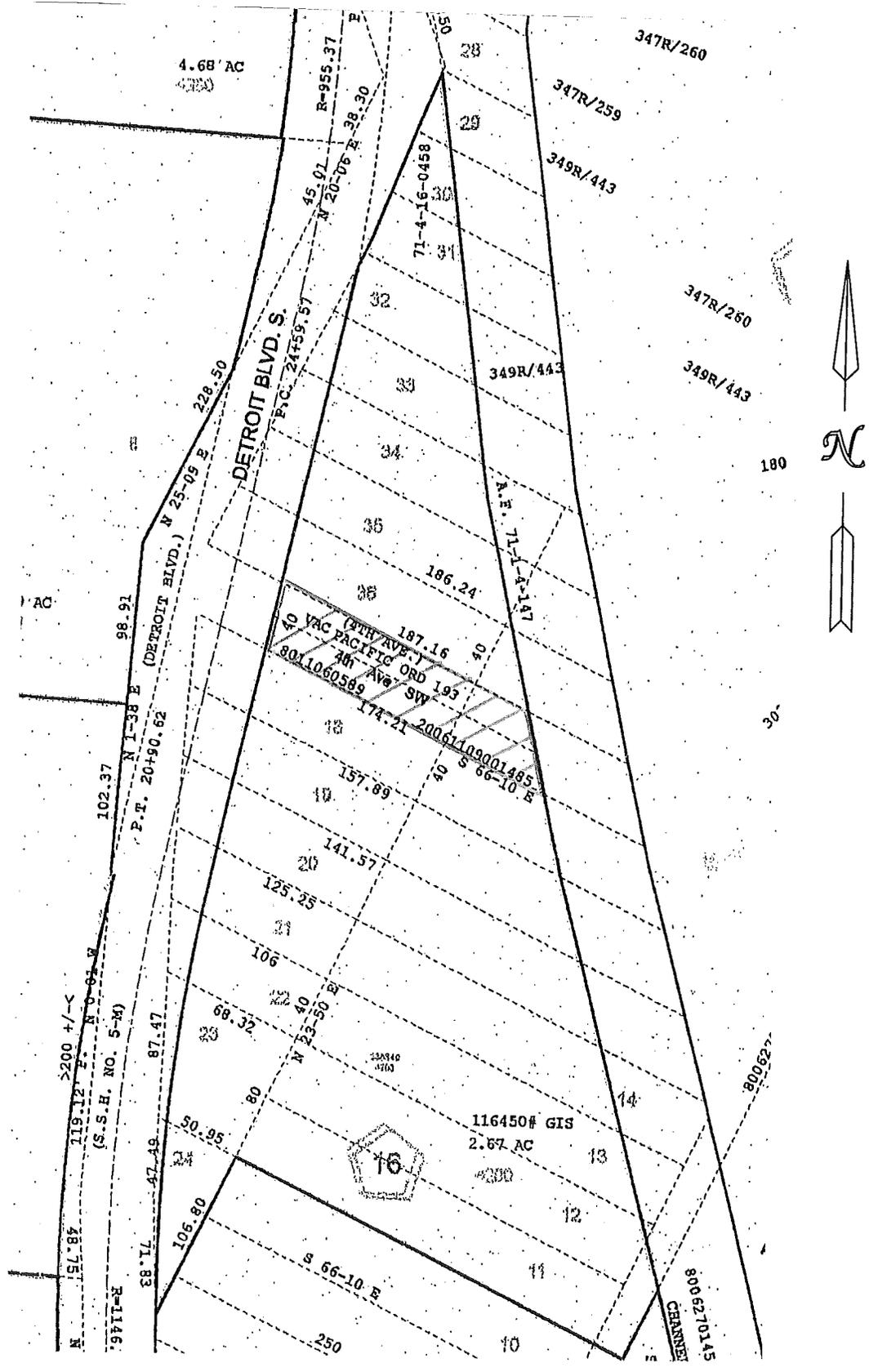
LOTS 11 THROUGH 24, INCLUSIVE, BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY BY DEED UNDER RECORDING NO. 6626445,

TOGETHER WITH THE SOUTH HALF OF 4TH AVENUE SOUTHWEST VACATED BY ORDINANCE NO. 193 UNDER RECORDING NO. 80110600589 ADJACENT THERETO.

ALSO TOGETHER WITH THAT PORTION OF VACATED ELECTRIC AVENUE SOUTHWEST (BY CITY OF PACIFIC ORDINANCE NO. 1525 DATED APRIL 8, 2002) ABUTTING SAID LOTS 11 AND 12 OF BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

# EXHIBIT "A"



8011060589

ORDINANCE NO. 193

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, VACATING A PORTION OF FOURTH AVENUE SOUTHWEST.

WHEREAS, a petition for vacation of a portion of Fourth Avenue Southwest has been properly filed and approved under R.C.W. 35.79.010 and pursuant to Ordinance No. 658 of the City of Pacific, it is, therefore,

ORDAINED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON AS FOLLOWS:

Section 1. Vacation of a portion of Fourth Avenue Southwest. That portion of Fourth Avenue Southwest described below be and is hereby vacated in its entirety and transferred to Stephen C. Madsen and VERLA Clark and Earl Clark

That portion of Fourth Avenue Southwest lying between West Valley Highway and that State owned channel change right-of-way and lying between Lot 36, Block 15, C.D. Hillman's Pacific City Addition, Division No. 1 and Lots 17 and 18, Block 16, C.D. Hillman's Pacific City Addition, Division No. 1.

Section 2. Reservation of Easement. The City of Pacific hereby reserves an easement for public utilities over and across and under said property.

Section 3. Condition Precedent. This ordinance and vacation shall have no effect until Stephen C. Madsen and Earl Clark and VERLA Clark have paid to the City of Pacific as compensation the sum of \$30.00 EACH.

Section 4. Effective Date. This ordinance shall take effect and be enforced five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: 9-20-80  
PASSED: 9-20-80  
APPROVED: 9-20-80

ATTEST:  
Margaret Dudley  
City Clerk

Howard G. Erickson  
Mayor

ATTEST:  
[Signature]  
City Attorney



Agenda Bill No. 16-045

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** April 25, 2016  
**SUBJECT:** Street Frontage Easement Acceptance

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**ATTACHMENTS:**

- Resolution No. 2016-337
- Easement Documents

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

**Summary:** Section 4 of the City's Development Guidelines require, as a condition of development, the dedication of a 10.0 feet wide Utilities Easement across the frontage of property for use by public utilities. Mr. Jerald D. Eck 411 Real Estate LLC, the owner of 405 / 411 West Valley Highway (King County Parcel Nos. 3353404200) has submitted plans for development of the property and has had prepared the required easement documents, which have been reviewed by the City consultant for accuracy.

**Recommended Action:** Staff recommends Council approve Resolution No. 2016-337

**Motion for Consideration:** I move to approve Resolution No. 2016-337, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO ACCEPT A UTILITIES EASEMENT FOR PUBLIC UTILITIES AND APPURTENANCES GRANTED TO THE CITY FROM JERALD ECK 411 REAL ESTATE LLC, ON PROPERTY LOCATED AT 405 / 411 WEST VALLEY HIGHWAY, 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. 2016-337**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC  
AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT A PROPERTY  
FRONTAGE EASEMENT FOR UTILITIES AND APPURTENANCES GRANTED  
TO THE CITY FROM JERALD D. ECK 411 REAL ESTATE, LLC, ON  
PROPERTY LOCATED AT 405 / 411 WEST VALLEY HIGHWAY, PACIFIC,  
WASHINGTON**

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**WHEREAS**, pursuant to city Development Guidelines for Public Works Standards, Jerald D. Eck 411 Real Estate, LLC has, as evidenced by the attached document, granted a 10-foot easement across the property frontage to the City of Pacific on land described in Attachment A (405 / 411 West Valley Highway. King County #3353404200) for the purposes of allowing the City to operate and maintain the utilities and appurtenances existing on the property; 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 attached utility easement document, executed by a duly authorized representative of Jerald D. Eck 411 Real Estate, 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 King County Assessor.

APPROVED BY THE PACIFIC CITY COUNCIL on the 25<sup>th</sup> day of April, 2016.

CITY OF PACIFIC

---

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

---

CAROL MORRIS, CITY ATTORNEY

## Ingress, Egress, and Utilities Easement

**THIS AGREEMENT** by and between \_\_\_\_\_ owner of Parcel # \_\_\_\_\_ hereinafter termed "Grantor", parcel description as follows:

### PARCEL A:

THAT PORTION OF LOTS 29, 30, 31, AND 32, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A STRIGHT LINE DRAWN FROM A POINT OPPOSITE HIGHWAY ENGINEER'S STATION P.C. 377+36.87 ON THE CENTERLINE OF SR 167, PIERCE COUNTY LINE TO AUBURN; 17<sup>TH</sup> STREET S.W., AND 235 FEET SOUTHWESTERLY THEREFROM, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 380+00 ON SAID HIGHWAY PLAN AND 235 FEET SHOUTHWESTERLY THEREFROM.

EXCEPT THAT PORTION LYING WITH DETROIT BOULEVARD SOUTH (WEST VALLEY HIGHWAY).

### PARCEL B:

LOTS 33, 34, 35 AND 36, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN DETROIT BOULEVARD SOUTH (WEST VALLEY HIGHWAY).

<sup>2</sup> EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY BE DEED UNDER RECORDING NO. 7101040147.

TOGETHER WITH THE NORTH HALF OF 4<sup>TH</sup> AVENUE SOUTHWEST VACATED BY ORDINANCE NO. 193 UNDER RECORDING NO. 80110600589 ADJACENT THERETO.

**PARCEL C:**

LOTS 11 THROUGH 24, INCLUSIVE, BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY BY DEED UNDER RECORDING NO. 6626445,

TOGETHER WITH THE SOUTH HALF OF 4<sup>TH</sup> AVENUE SOUTHWEST VACATED BY ORDINANCE NO. 193 UNDER RECORDING NO. 80110600589 ADJACENT THERETO.

ALSO TOGETHER WITH THAT PORTION OF VACATED ELECTRIC AVENUE SOUTHWEST (BY CITY OF PACIFIC ORDINANCE NO. 1525 DATED APRIL 8, 2002) ABUTTING SAID LOTS 11 AND 12 OF BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

and City of Pacific, a Washington State Municipality hereinafter termed "Grantee":

**WITNESSETH:**

That Grantor, for valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to the Grantee;

A non-exclusive ingress, egress, and utilities easement for all appurtenances related thereto, through, over and across the following described property:

THE WESTERLY 10 FEET OF THE FOLLOWING DESCRIBED PARCEL SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON: THAT PORTION OF LOTS 29 THROUGH LOT 32, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO.1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 64, RECORDS OF KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT OPPOSITE HIGHWAY ENGINEER'S STATION P.C. 377+36.87 ON THE CENTERLINE OF S.R. 167, PIERCE COUNTY LINE TO AUBURN 17<sup>TH</sup> STREET S.W. AND 236 FEET SOUTHWESTERLY THEREFROM TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 380+00 ON SAID HIGHWAY PLAN AND 235 FEET SOUTHWESTERLY THEREFROM

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR DETROIT BOULEVARD BY DEED RECORDED UNDER RECORDING NO. 929853

TOGETHER WITH LOTS 33 THROUGH LOT 36, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO.1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 63, RECORDS OF KING COUNTY, WASHINGTON

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR DETROIT BOULEVARD BY DEED RECORDED UNDER RECORDING NO. 941605

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSE UNDER RECORDING NO. 7101040147

ALSO TOGETHER WITH LOTS 18 THROUGH 24, INCLUSIVE, BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO.1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED 4<sup>th</sup> AVENUE SOUTHWEST IN THE CITY OF PACIFIC VACATED BY CITY OF PACIFIC ORDINANCE 193 RECORDED UNDER RECORDING NO. 80110600589, WHICH ATTACHES BY OPERATION OF LAW.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES UNDER RECORDING NO. 6626445

ALSO EXCEPT THAT PORTION CONVEYED TO KING COUNTY OF DETROIT BOULEVARD.

Grantee and its agents, designees or assigns shall have the right, without prior institutions of any suit or proceeding at law and without prior notice to Grantor, at such time as Grantee deems necessary, to enter upon said property, by foot or vehicle, for the installation, repair, reconstruction or maintenance of ingress, egress, and utilities facilities and appurtenances located within the easement area without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed or in the event that they are disturbed or destroyed, they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantor hereby agrees that no building, wall, rockery, trees, or structure of any kind shall be erected or planted, within the boundaries of said easement area.

Grantor additionally grants to Grantee, their agents, designees and assigns, the use of such additional area immediately adjacent to said easement area as shall be required for the construction, reconstruction, maintenance and operation of said private utilities facilities. The use of such additional area shall be held to a reasonable minimum and be returned to the condition existing immediately before the property was entered upon by the Grantee or their assigns

This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and apply to the benefit of the parties hereto and their respective successors and assigns.

Said easement shall be extinguished upon the relocation and/or removal of the existing access road.

SIGNED THIS \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_

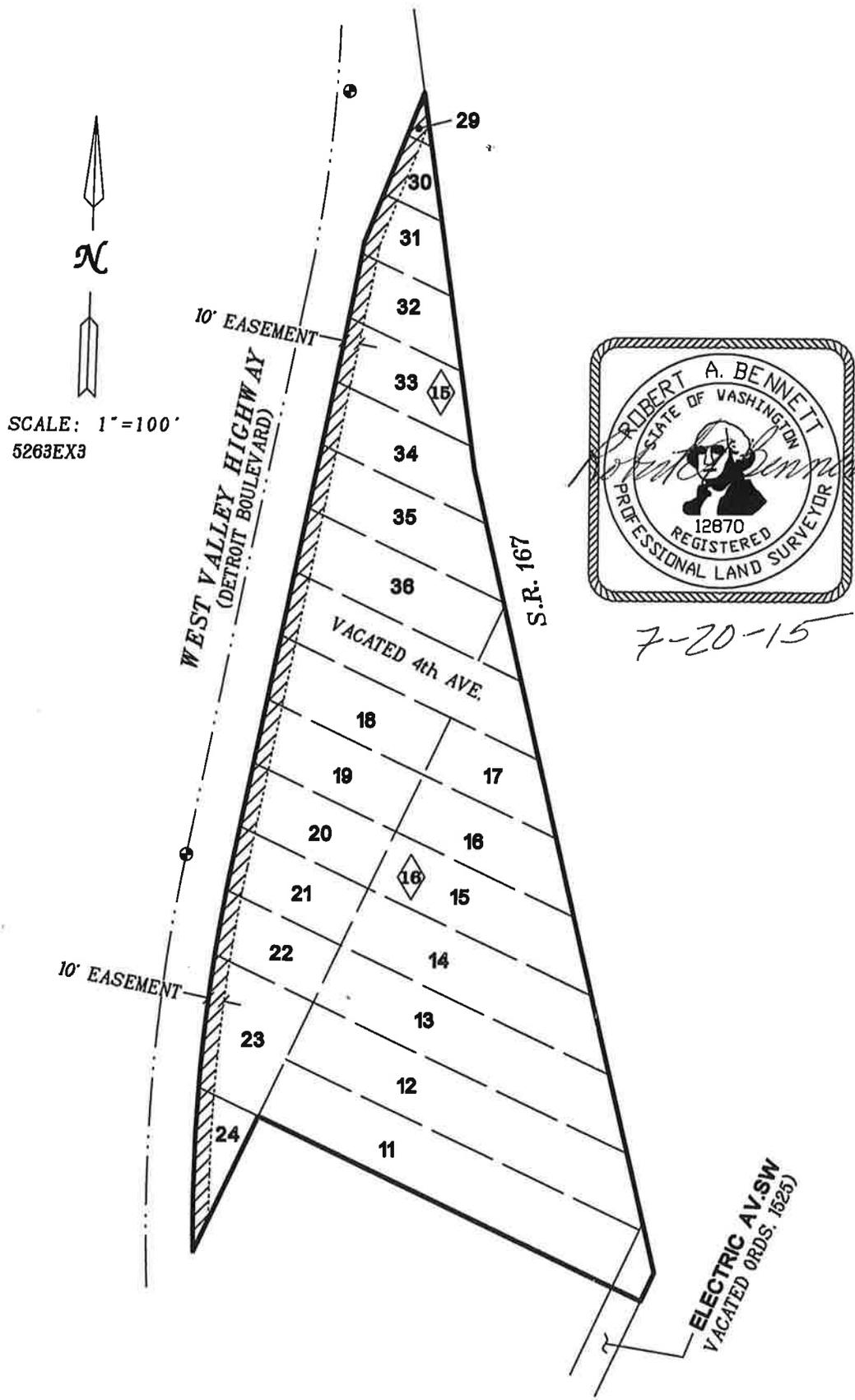
State of Washington )  
  )ss  
County of                    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the State of Washington, duly sworn personally appeared \_\_\_\_\_ to me known to be the individual(s) described in and who executed the foregoing agreement and acknowledge to be that they signed this said instrument as their free and voluntary action for the purpose and uses therein made.

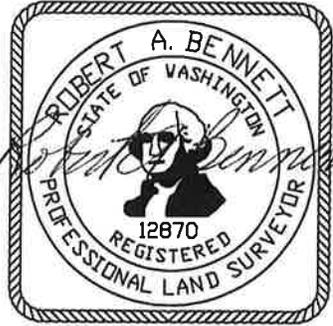
GIVEN UNDER my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_ .

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

# EXHIBIT



SCALE: 1"=100'  
5263EX3



7-20-15



Agenda Bill No. 16-046

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** April 25, 2016  
**SUBJECT:** North and South Storm Drainage Easement Acceptance

**ATTACHMENTS:**

- Resolution No. 2016-338
- Easement Documents

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

**Summary:** The City of Pacific operates public utilities throughout the City including a stormwater collection and conveyance system. A component of this system is an 18-inch diameter storm pipe along the southerly portion and a 6-inch diameter pipe north of the vacated 4<sup>th</sup> Avenue SW right of way of 405 / 411 West Valley Highway (King County Parcel Nos. 3353404200) owned by Mr. Jerald Eck 411 Real Estate LLC. There are no records of easements for these pipelines, so we assume that the City has acquired a prescriptive easement for the placement of the pipeline and appurtenances.

1980, the City vacated a portion of Fourth Avenue Southwest, which lies within the property owned by Jerald Eck 411 Real Estate LLC. The vacation Ordinance No. 193 shows that the City reserved a utilities easement in the vacated area.

Recently, Mr. Eck has submitted plans for the development of this property. He has agreed to grant the City written easements in exchange for the City's release of the easement reserved under the vacation Ordinance No. 193. Mr. Eck has had prepared easement documents dedicating to the City a 20.0 feet wide utility easement for the stormwater pipeline along the southerly property line and a 10.0 feet wide easement north of the vacated 4<sup>th</sup> Avenue SW right-of-way. The documents have been reviewed by the City consultant for accuracy.

**Recommended Action:** Staff recommends Council approve Resolution No. 2016-338.

**Motion for Consideration:** “I move to” approve Resolution No. 2016-338, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC AUTHORIZING THE MAYOR TO ACCEPT TWO UTILITIES EASEMENTS FOR PUBLIC UTILITIES AND APPURTENANCES GRANTED TO THE CITY FROM JERALD ECK 411 REAL ESTATE LLC, ON PROPERTY LOCATED AT 405 / 411 WEST VALLEY HIGHWAY, PACIFIC, WASHINGTON

**Budget Impact:** The costs associated with this action are the recording fees, which shall be paid for by the City.

**Alternatives:** None recommended

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-338**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC  
AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT TWO UTILITIES  
EASEMENTS FOR STORM DRAINAGE AND APPURTENANCES GRANTED  
TO THE CITY FROM JERALD D. ECK 411 REAL ESTATE, LLC, ON  
PROPERTY LOCATED AT 405 / 411 WEST VALLEY HIGHWAY, PACIFIC,  
WASHINGTON**

---

**WHEREAS**, pursuant to city utility requirements, Jerald D. Eck 411 Real Estate, LLC has, as evidenced by the attached documents, granted a 20.0-foot easement and a 10.0 foot easement to the City of Pacific on land described in Attachment A and B (405 / 411 West Valley Highway. King County #3353404200) for the purposes of allowing the City to operate and maintain the existing storm drain lines and appurtenances 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 attached utility easement documents, executed by a duly authorized representative of Jerald D. Eck 411 Real Estate, 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 King County Assessor.

APPROVED BY THE PACIFIC CITY COUNCIL THIS 25<sup>th</sup> day of April, 2016.

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 – 3<sup>rd</sup> Avenue S.E.  
Pacific, WA 98047**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

<b>Document Title(s)</b> (or transactions contained therein): <b>INGRESS, EGRESS AND STORM Easement</b>
<b>Reference Number(s) of Documents assigned or released:</b> N/A Additional reference #'s on page _____ of document
<b>Grantor(s)</b> <b>JERRY ECK, MANAGING PARTNER OF 411 REAL ESTATE, LLC</b> <input type="checkbox"/> Additional names on page _____ of document.
<b>Grantee(s)</b> THE CITY OF PACIFIC, a Washington municipal corporation <input type="checkbox"/> Additional names on page _____ of document.
<b>Legal description</b> (abbreviated) SW ¼ OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M. <input type="checkbox"/> Additional legal is on page ____ of document.
<b>Assessor's Property Tax Parcel/Account Number:</b> 3353404200 <input type="checkbox"/> Assessor Tax # not yet assigned

## INGRESS, EGRESS AND STORM SYSTEM UTILITIES EASEMENT

This Ingress, Egress and Storm System 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 Jerry Eck, managing partner of 411 Real Estate, LLC, (“Grantor”), referred to herein collectively as “the Parties” and individually as termed above or as “Party.”

### RECITALS

WHEREAS, Jerry Eck, managing partner of 411 Real Estate, LLC is the owner of the property legally described on Exhibit 1, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the City has constructed a storm system utility, located adjacent, or near the Property; and

WHEREAS, the Grantor agrees to dedicate an easement to the City on the Property to allow the City to install, 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 (“Easement Area”) to the City of Pacific, its, successors, and assigns. 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 costs and expenses associated with the 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 the public purposes of perpetually conveying, storing, managing, operating, maintaining, constructing, improving, repairing, and facilitating the discharge of surface and storm water and constructing, improving, repairing, and maintaining roadways, including road cuts and fills, sidewalks, and other access infrastructure, and other utilities and utility systems as reasonably necessary for the West Valley Road Project and Grantee’s development and use of West Valley Road Project, 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 stormwater.

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 Grantee shall not be responsible for any damage caused by the negligence or intentional misconduct of 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.

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

8. **Successors and Assigns.** This Easement agreement shall be recorded against the Property, and shall be a covenant running with the land, binding the heirs, successors and assigns of the Parties.





**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

**PARCEL A:**

THAT PORTION OF LOTS 29, 30, 31, AND 32, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF A STRIGHT LINE DRAWN FROM A POINT OPPOSITE HIGHWAY ENGINEER'S STATION P.C. 377+36.87 ON THE CENTERLINE OF SR 167, PIERCE COUNTY LINE TO AUBURN: 17<sup>TH</sup> STREET S.W., AND 235 FEET SOUTHWESTERLY THEREFROM, TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 380+00 ON SAID HIGHWAY PLAN AND 235 FEET SOUTHWESTERLY THEREFROM.

EXCEPT THAT PORTION LYING WITH DETROIT BOULEVARD SOUTH (WEST VALLEY HIGHWAY).

**PARCEL B:**

LOTS 33, 34, 35 AND 36, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN DETROIT BOULEVARD SOUTH (WEST VALLEY HIGHWAY).

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY BE DEED UNDER RECORDING NO. 7101040147.

TOGETHER WITH THE NORTH HALF OF 4<sup>TH</sup> AVENUE SOUTHWEST VACATED BY ORDINANCE NO. 193 UNDER RECORDING NO. 80110600589 ADJACENT THERETO.

**PARCEL C:**

LOTS 11 THROUGH 24, INCLUSIVE, BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY BY DEED UNDER RECORDING NO. 6626445,

TOGETHER WITH THE SOUTH HALF OF 4<sup>TH</sup> AVENUE SOUTHWEST VACATED BY ORDINANCE NO. 193 UNDER RECORDING NO. 80110600589 ADJACENT THERETO.

ALSO TOGETHER WITH THAT PORTION OF VACATED ELECTRIC AVENUE SOUTHWEST (BY CITY OF PACIFIC ORDINANCE NO. 1525 DATED APRIL 8, 2002) ABUTTING SAID LOTS 11 AND 12 OF BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

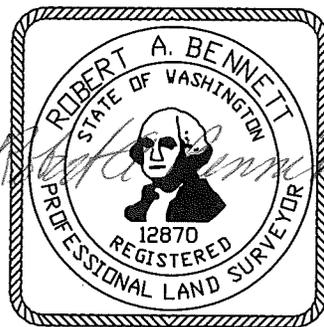
A 10 FOOT STORM EASEMENT 5 FOOT EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE INTERSECTION OF THE EASTERLY MARGIN OF WEST VALLEY HIGHWAY (DETROIT BOULEVARD) WITH THE COMMON LOT LINE BETWEEN LOTS 35 AND 36, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS AT PAGE 64, AS SHOWN ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20080616900007, RECORDS OF KING COUNTY RECORDER. SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON; THENCE SOUTH 11°33'24" WEST ALONG SAID EASTERLY MARGIN A DISTANCE ON 3.41 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF EASEMENT; THENCE SOUTH 84°42'46"EAST A DISTANCE OF 116.82 FEET TO THE WESTERLY MARGIN OF STATE HIGHWAY SR 167 AND THE TERMINUS OF SAID CENTERLINE.

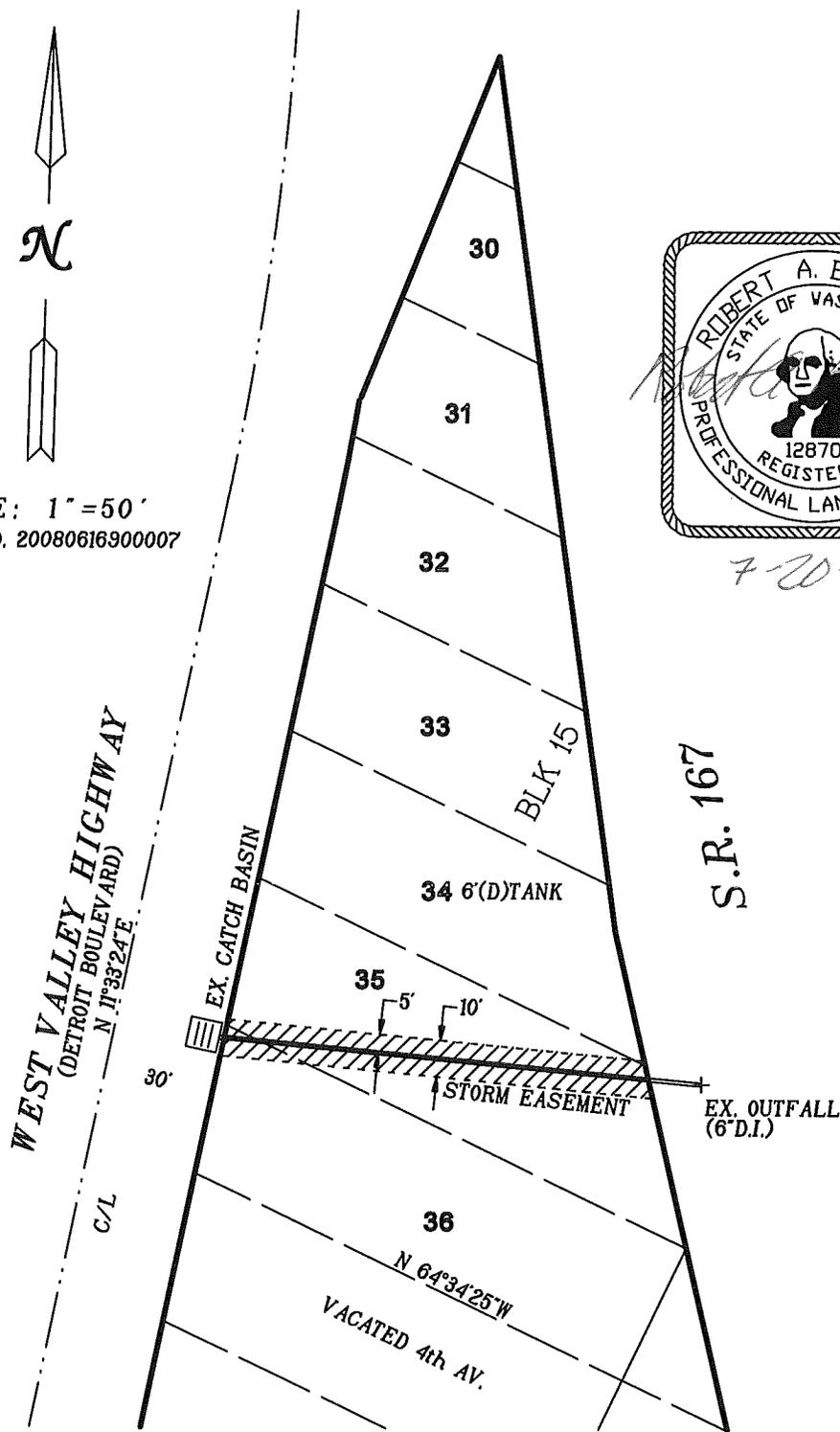
**EXHIBIT C  
MAP OF EASEMENT AREA**



SCALE: 1" = 50'  
REF. REC. NO. 20080616900007



7-20-15



**When recorded return to:**

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

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

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<b>Grantor(s)</b> <b>JERRY ECK, MANAGING PARTNER OF 411 REAL ESTATE, LLC</b> <input type="checkbox"/> Additional names on page _____ of document.
<b>Grantee(s)</b> THE CITY OF PACIFIC, a Washington municipal corporation <input type="checkbox"/> Additional names on page _____ of document.
<b>Legal description</b> (abbreviated) SW ¼ OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M. <input type="checkbox"/> Additional legal is on page ____ of document.
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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.**

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LOTS 33, 34, 35 AND 36, BLOCK 15, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

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ALSO TOGETHER WITH THAT PORTION OF VACATED ELECTRIC AVENUE SOUTHWEST (BY CITY OF PACIFIC ORDINANCE NO. 1525 DATED APRIL 8, 2002) ABUTTING SAID LOTS 11 AND 12 OF BLOCK 16, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

THE SOUTHERLY 15 FEET OF LOTS 11 AND THE SOUTHERLY 20 FEET OF LOT 23, BLOCK 16 OF C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1. ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS OF PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

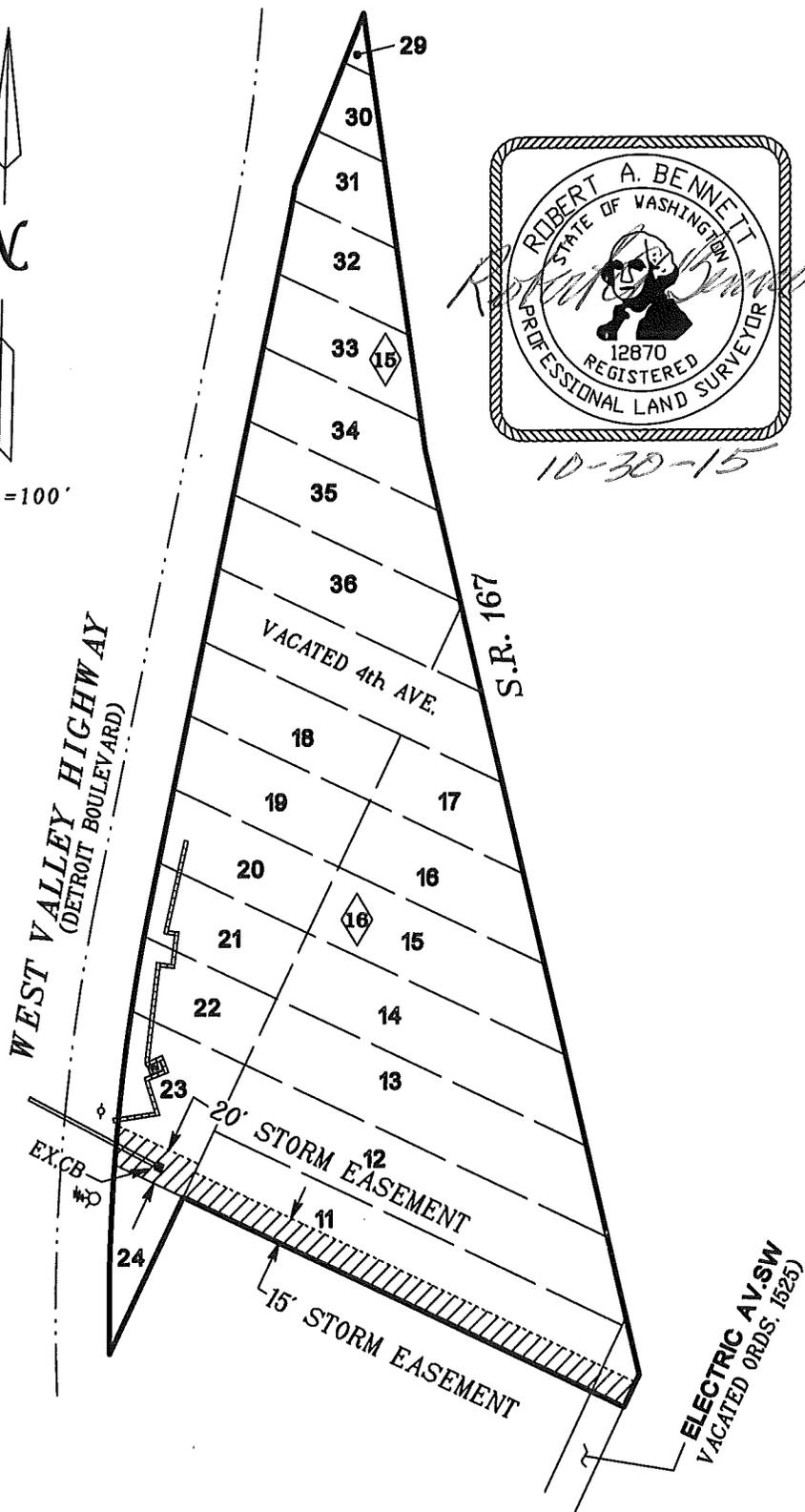
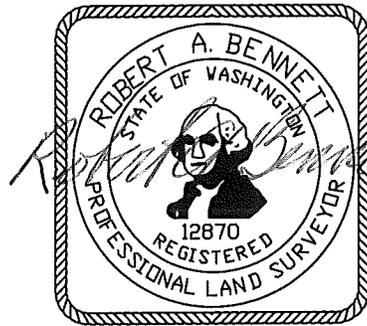
TOGETHER WITH THAT PORTION OF VACATED ELECTRIC AVENUE SOUTHWEST AS PER THE CITY OF PACIFIC ORDINANCE NO. 1525 DATED APRIL 8, 2002 ABUTTING SAID LOTS 11 AND 12 OF SAID BLOCK 16 OF C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1. ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS OF PAGE 64, RECORDS OF KING COUNTY, WASHINGTON.

SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,

EXHIBIT C  
MAP OF EASEMENT AREA



SCALE: 1"=100'





Agenda Bill No. 16-047

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** April 25, 2014  
**SUBJECT:** Puget Sound Regional Council – Milwaukee Boulevard Grant Application

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**ATTACHMENTS:**

- Resolution 2015-339
- Grant Application

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

**Summary:** This grant request is for construction funds for Milwaukee Boulevard from Ellingson Road to 5<sup>th</sup> Avenue South. The project is a pavement overlay with sidewalk repairs and drainage improvements. The design of this project is complete and was previously funded through this program.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2016-339.

**Motion for Consideration:** Move to approve Resolution No. 2016-339, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE KING COUNTY REGIONAL COUNCIL GRANT APPLICATION FOR MILWAUKEE BOULEVARD BETWEEN ELLINGSON ROAD AND 5<sup>th</sup> AVENUE SOUTH.

**Budget Impact:** The project cost to complete the construction is approximately \$1,145,000. The local portion is a 13.5% match funded by Pacific (\$155,000 from streets and stormwater).

**Alternatives:** None.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-339**

**A RESOLUTION AUTHORIZING APPLICATION FOR  
FEDERAL FUNDING ASSISTANCE FOR THE  
MILWAUKEE BOULEVARD CORRIDOR FROM  
ELLINGSON ROAD TO 5<sup>TH</sup> AVENUE SOUTH.**

---

**WHEREAS** the City of Pacific is responsible for the operations, maintenance and development of transportation infrastructure in the corporate limits; and

**WHEREAS** the Puget Sound Regional Council (PSRC) is offering competitive transportation grant funds to jurisdictions within King, Kitsap, Pierce, and Snohomish Counties to be rated and selected by Countywide selection committees; and

**WHEREAS** the city of Pacific and has previously design funds to make road and pedestrian improvements within the Milwaukee Boulevard corridor between Ellingson Road and 5<sup>th</sup> Avenue South: and

**WHEREAS** this application is for the funding of construction only, estimated cost of \$1,145,000.00; and

**WHEREAS** project applications are due to the King County Regional Council by May 6, 2016; and

**WHEREAS** the grant application has a required minimum local match of 13.5%.

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

Section 1. The MAYOR is authorized to make formal application to the Pierce County Regional Council for funding assistance for the Stewart Road corridor.

Section 2. The city acknowledge that it is responsible for providing local matching funds of \$155,000.00.

Section 3. We acknowledge that PSRC grants are federal funds and, as such, our organization must comply with all applicable federal laws.

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

APPROVED BY THE CITY COUNCIL this 25<sup>th</sup> day of April, 2016.

CITY OF PACIFIC

---

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

# PSRC Screening form

**Project Title:** Milwaukee Boulevard Minor idening  
**Competition** King Countywide  
**Status** submitted  
**Submitted:** March 28th, 2016 10:56 AM  
**Accepted:** N/A

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## Introduction

**Please identify the competition to which you plan to apply for funding for this project.**

King Countywide

**Comments from PSRC**

TBD

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## General project information

**Project Title**

Milwaukee Boulevard Minor idening

**Comments from PSRC**

TBD

**Transportation 2040 ID**

PAC-6

**Comments from PSRC**

TBD

**Sponsoring Agency**

Pacific

**Comments from PSRC**

TBD

**Cosponsors**

N/A

**Comments from PSRC**

TBD

**Does the sponsoring agency have "Certification Acceptance" status from WSDOT?**

No

**Comments from PSRC**

TBD

**If not, which agency will serve as your CA sponsor?**

WSDOT Highways and Local Programs

**Comments from PSRC**

TBD

---

## Contact information

**Contact name**

Jim Morgan

**Contact email**

jmorgan@ci.pacific.wa.us

**Contact phone**

(253)929-1115

**Comments from PSRC**

TBD

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## Project Description & Location

**Project Description**

The Milwaukee Boulevard corridor road surface is in disrepair and does not have contiguous sidewalks from Ellingson Road to 5th Avenue South. Phase I of the project will construct 1,200 feet of sidewalks between 3rd Avenue SW and 5th Avenue SW. Phase II project will: overlay 2,600 LF of existing pavement from Ellingson Road to 3rd Avenue SE; construct 325 LF of new sidewalk along a missing "gap" on the east side of the Milwaukee Blvd from 3rd Avenue SE to 4th Avenue SE; reconstruct approximately 800 LF of failed segments of curb, gutter and sidewalk on Milwaukee Blvd from Ellingson Road to 3rd Avenue SE; replace or construct 15 access ramps to meet current requirements; and replace or reconstruct approximately 33 driveway approaches to meet current standards for accessibility.

**Comments from PSRC**

TBD

**Project Location**

Milwaukee Boulevard in Pacific

**Please identify the county(s) in which the project is located.**

King

**Please identify the crossroad, milepost or landmark nearest the beginning and end of the project below. Enter 'N/A' if not applicable.**

Ellingson Road

**Crossroad or milepost end**

5th Avenue S

**Comments from PSRC**

TBD

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## Federal Functional Classification

**Functional class name**

17 Urban Collector

**Comments from PSRC**

TBD

## Bicycle and Pedestrian Accommodations

**Does the project include bicycle and/or pedestrian features and/or paved shoulders?**

Yes

**If yes, please select one or more of the classifications below that best reflects the scope of the project.**

Sidewalk

**If no, please explain why the project does not include bicycle and/or pedestrian facilities.**

N/A

**Comments from PSRC**

TBD

## Plan Consistency

**Is the project specifically identified in a local comprehensive plan?**

Yes

**If yes, please indicate the (1) plan name, (2) relevant section(s), and (3) page number where it can be found.**

City of Pacific Comprehensive Plan, Table 10-1. It is also listed in the Pacific STIP.

**If no, please describe how the project is consistent with the applicable local comprehensive plan, including specific local policies and provisions the project supports.**

N/A

**Comments from PSRC**

TBD

## Project Readiness

### Preliminary Engineering/Design

**Is preliminary engineering/design complete?**

No

**If no, what is the estimated completion date (month and year)?**

December 2016

**Comments from PSRC**

TBD

### Environmental Documentation

**What is the level (or anticipated level) of environmental documentation required under the National Environmental Policy Act (NEPA) for this project?**

Documented Categorical Exclusion (DCE)

**Has NEPA documentation been approved?**

No

**Please provide the date of NEPA approval, or the anticipated date of completion (month and year).**

December 2016

**Comments from PSRC**

TBD

**Right of Way****Row requirement**

Yes

**If so, has right of way certification been completed?**

No

**If not, what is the estimated ROW certification date (month and year)**

December 2016

**Please describe the right of way needs of the project.**

The right of way acquisitions consist of 10 ~ 25-30 square feet purchase for sidewalk radiis.

**Comments from PSRC**

TBD

## PSRC Funding Request

**What is the PSRC funding source being requested?**

STP

**Has this project received PSRC funds previously?**

Yes

**If yes, please provide the project's PSRC TIP ID**

PAC-6

**Comments from PSRC**

TBD

**Amounts Requested**

Phase	Year	Amount
construction	2018	\$1,138,500.00

**Comments from PSRC**

TBD

## Total Estimated Project Cost and Schedule

**Planning**

Funding Source	Secured/Unsecured	Amount
		\$0.00

**Expected year of completion for this phase:** 2011

## PE

Funding Source	Secured/Unsecured	Amount
		\$0.00

**Expected year of completion for this phase:** 2016

## ROW

Funding Source	Secured/Unsecured	Amount
		\$0.00

**Expected year of completion for this phase:** 2016

## Construction

Funding Source	Secured/Unsecured	Amount
STP(U)	Unsecured	\$1,138,500.00
Local	Unsecured	\$179,400.00
		<u>\$1,317,900.00</u>

**Expected year of completion for this phase:** 2019

## Other

Funding Source	Secured/Unsecured	Amount
		\$0.00

**Expected year of completion for this phase:**

## Summary

### Total project cost

\$1,317,900.00

### Estimated project completion date

2019

### Comments from PSRC

TBD

# Financial documentation

## Documents

Available\_matching\_funds\_for\_grants.pdf

**Please describe the secure or reasonably expected funds identified in the supporting documentation. For funds that are reasonably expected, an explanation of procedural steps with milestone dates for completion which will be taken to secure the funds for the project or program should also be included.**

As a smaller jurisdiction with limited funds, we rely on our enterprise funds to provide the matching

monies for grants. We have \$3,074,000 available in the water, sewer, and storm capital accounts as well as some additional funds in streets. Monies will be transferred as needed based on the grant(s) received.

**Comments from PSRC**

TBD



**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** April 25, 2014  
**SUBJECT:** Puget Sound Regional Council – Stewart Road Grant Application

**ATTACHMENTS:**

- Resolution 2016-340
- Grant Application

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

**Summary:** This grant request is for design and right of way acquisition funds for the Stewart Road corridor from Valentine Avenue to The White River Bridge (currently under design by the City of Sumner). The project is the final element of the Lake Tapps Parkway corridor widening from 2 lanes to five lanes. Project elements include the upgrade of an at-grade crossing over the UPRR railroad tracks, an extension of the interurban trail, and a new signal at Butte Avenue. This project will eliminate the bottleneck impacting approximately 19,000 vehicles per day, expected to grow to 40,000 over the next 20 years.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2016-340.

**Motion for Consideration:** Move to approve Resolution No. 2016-340, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE PIERCE COUNTY REGIONAL COUNCIL GRANT APPLICATION FOR STEWART ROAD BETWEEN VALENTINE AVENUE AND THE WHITE RIVER BRIDGE.

**Budget Impact:** The project cost to complete the design and right-of-way acquisition is approximately \$1,370,000. The local portion is a 13.5% match funded by Pacific (\$108,000), Auburn (\$100,000), and Sumner (\$42,000).

**Alternatives:** None.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-34o**

**A RESOLUTION AUTHORIZING APPLICATION FOR FEDERAL FUNDING ASSISTANCE FOR THE STEWART ROAD CORRIDOR FROM VALENTINE AVENUE TO THE WHITE RIVER BRIDGE.**

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**WHEREAS**, the City of Pacific is responsible for the operations, maintenance and development of transportation infrastructure in the corporate limits; and

**WHEREAS**, the Puget Sound Regional Council (PSRC) is offering competitive transportation grant funds to jurisdictions within King, Kitsap, Pierce, and Snohomish Counties to be rated and selected by Countywide selection committees; and

**WHEREAS**, the city of Pacific and other agencies have worked cooperatively to make improvements and increase capacity within the Stewart Road corridor; and

**WHEREAS**, the Valentine Avenue to White River Bridge is the final section to be designed; and

**WHEREAS**, this application is for the funding of design and right-of-way acquisition only, estimated cost of \$1,370,000.00; and

**WHEREAS**, project applications are due to the Pierce County Regional Council by April 30, 2016; and

**WHEREAS**, the grant application has a required minimum local match of 13.5%.

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

Section 1. The Mayor is authorized to make formal application to the Pierce County Regional Council for funding assistance for the Stewart Road corridor.

Section 2. The city acknowledge that it is responsible for providing local matching funds of \$250,000.00.

Section 3. We acknowledge that PSRC grants are federal funds and, as such, our organization must comply with all applicable federal laws.

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

APPROVED BY THE CITY COUNCIL this 25<sup>th</sup> day of April, 2016.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

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CAROL MORRIS, CITY ATTORNEY

# PSRC Screening form

**Project Title:** Stewart Road (8th Street E)  
**Competition** Pierce Countywide  
**Status** submitted  
**Submitted:** March 29th, 2016 8:38 AM  
**Accepted:** N/A

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## Introduction

**Please identify the competition to which you plan to apply for funding for this project.**

Pierce Countywide

**Comments from PSRC**

TBD

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## General project information

**Project Title**

Stewart Road (8th Street E)

**Comments from PSRC**

TBD

**Transportation 2040 ID**

127

**Comments from PSRC**

TBD

**Sponsoring Agency**

Pacific

**Comments from PSRC**

TBD

**Cosponsors**

N/A

**Comments from PSRC**

TBD

**Does the sponsoring agency have "Certification Acceptance" status from WSDOT?**

No

**Comments from PSRC**

TBD

**If not, which agency will serve as your CA sponsor?**

WSDOT Highways and Local Programs

**Comments from PSRC**

TBD

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## Contact information

**Contact name**

Jim Morgan

**Contact email**

jmorgan@ci.pacific.wa.us

**Contact phone**

253-929-1115

**Comments from PSRC**

TBD

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## Project Description & Location

**Project Description**

xx

**Comments from PSRC**

TBD

**Project Location**

Stewart Road (8th Street East)

**Please identify the county(s) in which the project is located.**

Pierce

**Please identify the crossroad, milepost or landmark nearest the beginning and end of the project below. Enter 'N/A' if not applicable.**

Valentine (136th) Avenue E

**Crossroad or milepost end**

Butte Avenue

**Comments from PSRC**

TBD

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## Federal Functional Classification

**Functional class name**

14 Urban Principal Arterial

**Comments from PSRC**

TBD

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# Bicycle and Pedestrian Accommodations

**Does the project include bicycle and/or pedestrian features and/or paved shoulders?**

Yes

**If yes, please select one or more of the classifications below that best reflects the scope of the project.**

Shared-Use Path, Sidewalk

**If no, please explain why the project does not include bicycle and/or pedestrian facilities.**

N/A

**Comments from PSRC**

TBD

---

## Plan Consistency

**Is the project specifically identified in a local comprehensive plan?**

Yes

**If yes, please indicate the (1) plan name, (2) relevant section(s), and (3) page number where it can be found.**

City of Pacific Comprehensive Plan in Table 10-1 and in the Pacific STIP.

**If no, please describe how the project is consistent with the applicable local comprehensive plan, including specific local policies and provisions the project supports.**

N/A

**Comments from PSRC**

TBD

---

## Project Readiness

### Preliminary Engineering/Design

**Is preliminary engineering/design complete?**

No

**If no, what is the estimated completion date (month and year)?**

December 2018

**Comments from PSRC**

TBD

### Environmental Documentation

**What is the level (or anticipated level) of environmental documentation required under the National Environmental Policy Act (NEPA) for this project?**

Documented Categorical Exclusion (DCE)

**Has NEPA documentation been approved?**

No

**Please provide the date of NEPA approval, or the anticipated date of completion (month and year).**

December 2018

**Comments from PSRC**

TBD

**Right of Way****Row requirement**

Yes

**If so, has right of way certification been completed?**

No

**If not, what is the estimated ROW certification date (month and year)**

December 2019

**Please describe the right of way needs of the project.**

r

**Comments from PSRC**

TBD

## PSRC Funding Request

**What is the PSRC funding source being requested?**

STP

**Has this project received PSRC funds previously?**

No

**If yes, please provide the project's PSRC TIP ID**

N/A

**Comments from PSRC**

TBD

**Amounts Requested**

Phase	Year	Amount
PE	2018	\$620,000.00
ROW	2019	\$500,000.00

**Comments from PSRC**

TBD

## Total Estimated Project Cost and Schedule

**Planning**

Funding Source	Secured/Unsecured	Amount
		\$0.00

**Expected year of completion for this phase:****PE**

Funding Source	Secured/Unsecured	Amount
		128

STP(U)	Unsecured	\$620,000.00
Local	Secured	\$125,000.00
		<u>\$745,000.00</u>

**Expected year of completion for this phase: 2018**

## ROW

Funding Source	Secured/Unsecured	Amount
STP(U)	Unsecured	\$500,000.00
Local	Secured	\$125,000.00
		<u>\$625,000.00</u>

**Expected year of completion for this phase: 2019**

## Construction

Funding Source	Secured/Unsecured	Amount
TIB	Unsecured	\$3,000,000.00
Local	Secured	\$334,000.00
		<u>\$3,334,000.00</u>

**Expected year of completion for this phase: 2022**

## Other

Funding Source	Secured/Unsecured	Amount
		<u>\$0.00</u>

**Expected year of completion for this phase:**

## Summary

### Total project cost

\$4,704,000.00

### Estimated project completion date

December 2022

### Comments from PSRC

TBD

# Financial documentation

## Documents

Available\_matching\_funds\_for\_grants.pdf

**Please describe the secure or reasonably expected funds identified in the supporting documentation. For funds that are reasonably expected, an explanation of procedural steps with milestone dates for completion which will be taken to secure the funds for the project or program should also be included.**

As a smaller jurisdiction with limited funds, we rely on our enterprise funds to provide the matching monies for grants. We have \$3,074,000 available in the water, sewer, and storm capital accounts as well as some additional funds in streets. Monies will be transferred as needed based on the grant(s) received.

**Comments from PSRC**

TBD



**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** April 25, 2016  
**SUBJECT:** Puget Sound Regional Council – West Valley Pierce Grant Application

---

**ATTACHMENTS:** Resolution 2016-341  
Grant Application

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

**Summary:** This grant request is for right of way acquisition funds for the West Valley corridor from Jovita Boulevard to the County Line. The project is for right-of-way acquisition funds only. Project elements include the upgrade of roadway, upgraded storm facilities, and an extension of the interurban trail.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2016-341.

**Motion for Consideration:** Move to approve Resolution No. 2016-341, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE PIERCE COUNTY REGIONAL COUNCIL GRANT APPLICATION FOR WEST VALLEY HIGHWAY BETWEEN JOVITA BOULEVARD AND THE COUNTY LINE.

**Budget Impact:** The project cost to complete right-of-way acquisition is approximately \$1,420,000. The local portion is a 13.5% match funded by Pacific (\$195,000).

**Alternatives:** None.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-341**

**A RESOLUTION AUTHORIZING APPLICATION FOR FEDERAL FUNDING ASSISTANCE FOR THE WEST VALLEY HIGHWAY CORRIDOR FROM JOVITA BOULEVARD TO THE OCUNTY LINE.**

---

**WHEREAS**, the City of Pacific is responsible for the operations, maintenance and development of transportation infrastructure in the corporate limits; and

**WHEREAS**, the Puget Sound Regional Council (PSRC) is offering competitive transportation grant funds to jurisdictions within King, Kitsap, Pierce, and Snohomish Counties to be rated and selected by Countywide selection committees; and

**WHEREAS**, the city of Pacific has worked to make improvements and increase capacity within the West Valley Highway corridor; and

**WHEREAS**, the City has previously accepted and spent money to design improvements for the corridor; and

**WHEREAS**, this application is for the funding of right-of-way acquisition only, estimated cost of \$1,420,000.00; and

**WHEREAS**, project applications are due to the Pierce County Regional Council by April 30, 2016; and

**WHEREAS**, the grant application has a required minimum local match of 13.5%.

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

Section 1. The Mayor is authorized to make formal application to the Pierce County Regional Council for funding assistance for the West Valley Highway corridor.

Section 2. The city acknowledge that it is responsible for providing local matching funds of \$195,000.00.

Section 3. We acknowledge that PSRC grants are federal funds and, as such, our organization must comply with all applicable federal laws.

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

APPROVED BY THE PACIFIC CITY COUNCIL this 25<sup>th</sup> day of April, 2016.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

# PSRC Screening form

**Project Title:** West Valley Highway Rehabilitation  
**Competition** Pierce Countywide  
**Status** submitted  
**Submitted:** April 7th, 2016 3:54 PM  
**Accepted:** N/A

---

## Introduction

**Please identify the competition to which you plan to apply for funding for this project.**

Pierce Countywide

**Comments from PSRC**

TBD

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## General project information

**Project Title**

West Valley Highway Rehabilitation

**Comments from PSRC**

TBD

**Transportation 2040 ID**

PAC-7B

**Comments from PSRC**

TBD

**Sponsoring Agency**

Pacific

**Comments from PSRC**

TBD

**Cosponsors**

N/A

**Comments from PSRC**

TBD

**Does the sponsoring agency have "Certification Acceptance" status from WSDOT?**

No

**Comments from PSRC**

TBD

**If not, which agency will serve as your CA sponsor?**

WSDOT Highways and Local Programs

**Comments from PSRC**

TBD

## Contact information

**Contact name**

Jim MOrgan

**Contact email**

jmorgan@ci.pacific.wa.us

**Contact phone**

253-929-1115

**Comments from PSRC**

TBD

## Project Description & Location

**Project Description**

The purpose of this project is to reconstruct West Valley Highway between the Pacific southerly City Limits and The King/Pierce County Line. The section of the road from 3rd Avenue SW to the County line will be widened to three lanes, including one 14-foot wide through lane in each direction, a 12-foot wide two-way left turn lane, a 10-foot wide shared use path on the easterly side of the road, storm drainage conveyance, water quantity and water quality facilities, landscaped areas, illumination and associated utility extensions. Low Impact Development (LID) design techniques including permeable concrete for path, and other LID techniques are proposed for the project as appropriate. The project will provide a new full pavement section in the areas where pavement failure is evident and an asphalt overlay of all other areas of the Project.

**Comments from PSRC**

TBD

**Project Location**

West Valley Highway, Pacific

**Please identify the county(s) in which the project is located.**

Pierce

**Please identify the crossroad, milepost or landmark nearest the beginning and end of the project below. Enter 'N/A' if not applicable.**

Jovita Boulevard

**Crossroad or milepost end**

Pierce / King County Line

**Comments from PSRC**

TBD

## Federal Functional Classification

**Functional class name**

16 Urban Minor Arterial

**Comments from PSRC**

TBD

## Bicycle and Pedestrian Accommodations

**Does the project include bicycle and/or pedestrian features and/or paved shoulders?**

Yes

**If yes, please select one or more of the classifications below that best reflects the scope of the project.**

Shared-Use Path

**If no, please explain why the project does not include bicycle and/or pedestrian facilities.**

N/A

**Comments from PSRC**

TBD

## Plan Consistency

**Is the project specifically identified in a local comprehensive plan?**

Yes

**If yes, please indicate the (1) plan name, (2) relevant section(s), and (3) page number where it can be found.**

This project is listed in the Pacific Comprehensive Plan in Table 10-1 and in the Pacific STIP.

**If no, please describe how the project is consistent with the applicable local comprehensive plan, including specific local policies and provisions the project supports.**

N/A

**Comments from PSRC**

TBD

## Project Readiness

### Preliminary Engineering/Design

**Is preliminary engineering/design complete?**

No

**If no, what is the estimated completion date (month and year)?**

December 2016

**Comments from PSRC**

TBD

### Environmental Documentation

**What is the level (or anticipated level) of environmental documentation required under the National Environmental Policy Act (NEPA) for this project?**

Documented Categorical Exclusion (DCE)

**Has NEPA documentation been approved?**

No

**Please provide the date of NEPA approval, or the anticipated date of completion (month and year).**

December 2016

**Comments from PSRC**

TBD

**Right of Way****Row requirement**

Yes

**If so, has right of way certification been completed?**

No

**If not, what is the estimated ROW certification date (month and year)**

December 2017

**Please describe the right of way needs of the project.**

Right of way acquisition will be a series of strips along the easterly edge of the road, as well as a few under or undeveloped sites for stormwater facilities.

**Comments from PSRC**

TBD

**PSRC Funding Request****What is the PSRC funding source being requested?**

STP

**Has this project received PSRC funds previously?**

Yes

**If yes, please provide the project's PSRC TIP ID**

PAC-7B

**Comments from PSRC**

TBD

**Amounts Requested**

Phase	Year	Amount
ROW	2019	\$1,225,000.00

**Comments from PSRC**

TBD

**Total Estimated Project Cost and Schedule****Planning**

Funding Source	Secured/Unsecured	Amount
		<u>\$0.00</u>
<b>Expected year of completion for this phase:</b>		
<b>PE</b>		
Funding Source	Secured/Unsecured	Amount
		<u>\$0.00</u>
<b>Expected year of completion for this phase:</b> 2016		
<b>ROW</b>		
Funding Source	Secured/Unsecured	Amount
Local	Unsecured	\$195,000.00
STP(U)	Unsecured	\$1,225,000.00
		<u>\$1,420,000.00</u>
<b>Expected year of completion for this phase:</b> 2018		

**Construction**

Funding Source	Secured/Unsecured	Amount
STP(U)	Unsecured	\$2,573,400.00
Local	Unsecured	\$401,600.00
		<u>\$2,975,000.00</u>
<b>Expected year of completion for this phase:</b> 2022		

**Other**

Funding Source	Secured/Unsecured	Amount
		<u>\$0.00</u>
<b>Expected year of completion for this phase:</b>		

**Summary****Total project cost**

\$4,395,000.00

**Estimated project completion date**

December 2022

**Comments from PSRC**

TBD

# Financial documentation

**Documents**

Available\_matching\_funds\_for\_grants.pdf

**Please describe the secure or reasonably expected funds identified in the supporting documentation. For funds that are reasonably expected, an explanation of procedural**

**steps with milestone dates for completion which will be taken to secure the funds for the project or program should also be included.**

As a smaller jurisdiction with limited funds, we rely on our enterprise funds to provide the matching monies for grants. We have \$3,074,000 available in the water, sewer, and storm capital accounts as well as some additional funds in streets. Monies will be transferred as needed based on the grant(s) received.

**Comments from PSRC**

TBD



Agenda Bill No. 16-05**0**

**TO:** Mayor Guier and City Council Members  
**FROM:** Public Works  
**MEETING DATE:** April 25, 2016  
**SUBJECT:** Puget Sound Regional Council – West Valley King Grant Application

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**ATTACHMENTS:**

- Resolution 2016-342
- Grant Application

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

**Summary:** This grant request is for right of way acquisition funds for the West Valley corridor from the County Line to 1<sup>st</sup> Avenue West. The project is for right-of-way acquisition funds only. Project elements include the upgrade of roadway, upgraded storm facilities, and an extension of the interurban trail.

**Recommendation/Action:** Staff recommends Council approve Resolution No. 2016-342.

**Motion for Consideration:** Move to approve Resolution No. 2016-342, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE SUBMITTAL OF THE KING COUNTY REGIONAL COUNCIL GRANT APPLICATION FOR WEST VALLEY HIGHWAY BETWEEN THE COUNTY LINE AND 1<sup>st</sup> AVENUE WEST.

**Budget Impact:** The project cost to complete right-of-way acquisition is approximately \$1,095,000. The local portion is a 13.5% match funded by Pacific (\$150,000).

**Alternatives:** None.

**CITY OF PACIFIC  
WASHINGTON**

**RESOLUTION NO. 2016-343**

**A RESOLUTION AUTHORIZING APPLICATION FOR FEDERAL FUNDING ASSISTANCE FOR THE WEST VALLEY HIGHWAY CORRIDOR FROM THE COUNTY LINE TO 1<sup>ST</sup> AVENUE WEST.**

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**WHEREAS** the City of Pacific is responsible for the operations, maintenance and development of transportation infrastructure in the corporate limits; and

**WHEREAS** the Puget Sound Regional Council (PSRC) is offering competitive transportation grant funds to jurisdictions within King, Kitsap, Pierce, and Snohomish Counties to be rated and selected by Countywide selection committees; and

**WHEREAS** the city of Pacific has worked to make improvements and increase capacity within the West Valley Highway corridor; and

**WHEREAS** the City has previously accepted and spent money to design improvements for the corridor; and

**WHEREAS** this application is for the funding of right-of-way acquisition only, estimated cost of \$1,095,000.00; and

**WHEREAS** project applications are due to the King County Regional Council by May 6, 2016; and

**WHEREAS** the grant application has a required minimum local match of 13.5%.

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

Section 1. The MAYOR is authorized to make formal application to the King County Regional Council for funding assistance for the West Valley Highway corridor.

Section 2. The city acknowledge that it is responsible for providing local matching funds of \$150,000.00.

Section 3. We acknowledge that PSRC grants are federal funds and, as such, our organization must comply with all applicable federal laws.

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

APPROVED BY THE PACIFIC CITY COUNCIL on this 25<sup>th</sup> day of April, 2016.

CITY OF PACIFIC

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LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

---

AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

# PSRC Screening form

**Project Title:** West Valley Highway Reconstruction  
**Competition** King Countywide  
**Status** submitted  
**Submitted:** April 7th, 2016 3:54 PM  
**Accepted:** N/A

---

## Introduction

**Please identify the competition to which you plan to apply for funding for this project.**

King Countywide

**Comments from PSRC**

TBD

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## General project information

**Project Title**

West Valley Highway Reconstruction

**Comments from PSRC**

TBD

**Transportation 2040 ID**

XX

**Comments from PSRC**

TBD

**Sponsoring Agency**

Pacific

**Comments from PSRC**

TBD

**Cosponsors**

N/A

**Comments from PSRC**

TBD

**Does the sponsoring agency have "Certification Acceptance" status from WSDOT?**

No

**Comments from PSRC**

TBD

**If not, which agency will serve as your CA sponsor?**

WSDOT Highways and Local Programs

**Comments from PSRC**

TBD

## Contact information

**Contact name**

Jim Morgan

**Contact email**

jmorgan@ci.pacific.wa.us

**Contact phone**

253-929-1115

**Comments from PSRC**

TBD

## Project Description & Location

**Project Description**

The purpose of this project is to reconstruct West Valley Highway between the Pacific northerly City Limits and The King/Pierce County Line. The northerly section of the project between the City limits and 3rd Avenue SW will consist of two 12-foot wide lanes with a 12-foot wide left turn pocket at 3rd Avenue SW with paved shoulders. The southerly section of the road from 3rd Avenue SW to the County line will be widened to three lanes, including one 14-foot wide through lane in each direction, a 12-foot wide two-way left turn lane, a 10-foot wide shared use path on the easterly side of the road, storm drainage conveyance, water quantity and water quality facilities, landscaped areas, illumination and associated utility extensions. Low Impact Development (LID) design techniques including permeable concrete for path, and other LID techniques are proposed for the project as appropriate. The project will provide a new full pavement section in the areas where pavement failure is evident and an asphalt overlay of all other areas of the Project.

**Comments from PSRC**

TBD

**Project Location**

West Valley Highway

**Please identify the county(s) in which the project is located.**

King

**Please identify the crossroad, milestone or landmark nearest the beginning and end of the project below. Enter 'N/A' if not applicable.**

Northerly City Limits

**Crossroad or milestone end**

King/Pierce County Line

**Comments from PSRC**

TBD

# Federal Functional Classification

## Functional class name

16 Urban Minor Arterial

## Comments from PSRC

TBD

# Bicycle and Pedestrian Accommodations

## Does the project include bicycle and/or pedestrian features and/or paved shoulders?

Yes

## If yes, please select one or more of the classifications below that best reflects the scope of the project.

Shared-Use Path

## If no, please explain why the project does not include bicycle and/or pedestrian facilities.

N/A

## Comments from PSRC

TBD

# Plan Consistency

## Is the project specifically identified in a local comprehensive plan?

Yes

## If yes, please indicate the (1) plan name, (2) relevant section(s), and (3) page number where it can be found.

This project is listed in the City of Pacific Comprehensive Plan in Table 10-1. It is also listed in the City of Pacific STIP.

## If no, please describe how the project is consistent with the applicable local comprehensive plan, including specific local policies and provisions the project supports.

N/A

## Comments from PSRC

TBD

# Project Readiness

## Preliminary Engineering/Design

### Is preliminary engineering/design complete?

No

### If no, what is the estimated completion date (month and year)?

December 2016

## Comments from PSRC

TBD

## Environmental Documentation

**What is the level (or anticipated level) of environmental documentation required under the National Environmental Policy Act (NEPA) for this project?**

Documented Categorical Exclusion (DCE)

**Has NEPA documentation been approved?**

No

**Please provide the date of NEPA approval, or the anticipated date of completion (month and year).**

December 2016

**Comments from PSRC**

TBD

## Right of Way

**Row requirement**

Yes

**If so, has right of way certification been completed?**

No

**If not, what is the estimated ROW certification date (month and year)**

December 2017

**Please describe the right of way needs of the project.**

The City needs several strips of right-of-way along the easterly side of the road.

**Comments from PSRC**

TBD

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## PSRC Funding Request

**What is the PSRC funding source being requested?**

STP

**Has this project received PSRC funds previously?**

Yes

**If yes, please provide the project's PSRC TIP ID**

PAC-7

**Comments from PSRC**

TBD

## Amounts Requested

Phase	Year	Amount
ROW	2019	\$730,000.00

**Comments from PSRC**

TBD

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## Total Estimated Project Cost and Schedule

**Planning**

Funding Source	Secured/Unsecured	Amount
		<u>\$0.00</u>

**Expected year of completion for this phase:**

**PE**

Funding Source	Secured/Unsecured	Amount
		<u>\$0.00</u>

**Expected year of completion for this phase:** 2016

**ROW**

Funding Source	Secured/Unsecured	Amount
Local	Unsecured	\$115,000.00
STP(U)	Unsecured	<u>\$730,000.00</u>
		\$845,000.00

**Expected year of completion for this phase:** 2019

**Construction**

Funding Source	Secured/Unsecured	Amount
STP(U)	Unsecured	\$1,730,000.00
Local	Unsecured	<u>\$270,000.00</u>
		\$2,000,000.00

**Expected year of completion for this phase:** 2021

**Other**

Funding Source	Secured/Unsecured	Amount
		<u>\$0.00</u>

**Expected year of completion for this phase:**

**Summary****Total project cost**

\$2,845,000.00

**Estimated project completion date**

December 2021

**Comments from PSRC**

TBD

# Financial documentation

**Documents**

Available\_matching\_funds\_for\_grants.pdf

**Please describe the secure or reasonably expected funds identified in the supporting documentation. For funds that are reasonably expected, an explanation of procedural steps with milestone dates for completion which will be taken to secure the funds for the project or program should also be included.**

As a smaller jurisdiction with limited funds, we rely on our enterprise funds to provide the matching monies for grants. We have \$3,074,000 available in the water, sewer, and storm capital accounts as well as some additional funds in streets. Monies will be transferred as needed based on the grant(s) received.

**Comments from PSRC**

TBD



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

**FROM:** Richard A. Gould, City Administrator

**MEETING DATE:** April 25, 2016

**SUBJECT:** Motion to approve the 2016 First Quarter financial reports

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**ATTACHMENTS:**

2016 First Quarter Financial Reports

- Cash flow report
- Investment report
- First Quarter Summary Financial Report.
- Narrative for the quarterly report.

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**Previous Council Review Date:** City Council Workshop on April 18, 2016 and the Finance Committee Meeting on April 13, 2016

**Summary:** The Finance Committee met with staff on Tuesday, April 13<sup>th</sup> to discuss the 2016 first quarter financial reports. Staff has reviewed these reports with the Mayor and City Administrator during the week prior to the Finance Committee and City Council.

**Recommendation/Action:** Staff recommends that the City Council approve the 2016 first quarter financial reports.

**Motion for Consideration:** I move to approve the 2016 First Quarter Financial Reports as reviewed by the Finance Committee and staff.

**Budget Impact:** N/A

**Alternatives:** N/A

**FIRST QUARTER 2016**

City Of Pacific  
MCAG #: 0423

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January To March

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REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	2,368,833.39	341,118.15	256,266.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,966,217.55	6,328,675.00	47%
005 Parks	51.20	49.22	62.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	162.96	0.00	0%
098 General Fund Equipment Reserve	22,053.54	10,073.83	10,064.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,192.33	162,446.00	26%
099 General Fund Cumulative Reserv	380,708.00	0.15	36.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	380,744.44	335,992.13	113%
101 Street	297,366.58	30,930.85	33,702.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	362,000.03	661,068.91	55%
107 Tourism	111,292.59	958.03	938.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113,188.80	100,025.00	113%
206 LID 3 Redemption	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0%
300 Municipal Capital Improvements	435,362.45	489.74	41.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	435,893.73	432,000.00	101%
301 Roads Capital Improvements	298,861.46	226.77	19.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299,107.47	666,083.62	45%
305 Parks Capital Improvement	137,606.03	154.78	12.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137,773.55	294,350.00	47%
308 Valentine Road Project	81,044.05	11,597.14	10,508.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103,149.40	6,451,800.00	2%
309 West Valley	30,771.93	4,409.61	4,377.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,559.08	246,700.00	16%
310 Stewart/Thornton Ave Rd Projec	918.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	918.47	452,000.00	0%
333 Fire Capital Improvement	76,273.11	85.79	7.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,366.18	82,263.77	93%
401 Water	711,802.58	91,064.40	76,845.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	879,712.40	1,750,041.03	50%
402 Sewer	164,938.43	171,248.80	161,690.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	497,877.85	2,251,751.45	22%
403 Garbage	276,194.47	310.69	26.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	276,531.51	291,880.76	95%
406 Water Capital Improvement	1,429,004.11	5,054.88	195.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,434,254.05	5,543,100.00	26%
408 Sewer Cumulative Fund	629,164.12	12,570.57	6,623.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	648,358.36	622,250.00	104%
409 Storm	884,307.47	64,572.51	59,845.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,008,725.14	1,319,260.44	76%
410 Stormwater Facility Fund	173,985.67	12,722.86	12,726.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199,434.67	1,205,200.00	17%
411 Pierce County Water Area	145,161.05	0.00	13.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145,174.55	189,000.00	77%
499 Utilities Equipment Reserve	351,441.55	21,666.67	21,698.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	394,806.41	526,200.00	75%
601 Customer Deposits	5,159.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,159.91	5,160.00	100%
630 Developer Deposit	68,705.78	600.00	3,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,705.78	73,900.00	98%
635 Pacific Court	58,121.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58,121.39	0.00	0%
640 Algona Court	17,303.84	11,058.19	16,654.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,016.81	209,370.00	22%
800 Payroll EE Benefit Clearing	10,561.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,561.75	0.00	0%
	9,166,994.92	790,963.63	675,756.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,633,714.57	30,202,518.11	35%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	303,495.63	493,318.71	331,754.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,128,568.39	4,475,785.65	25%
098 General Fund Equipment Reserve	0.00	6,279.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,279.83	151,050.00	4%
101 Street	19,303.61	37,824.95	37,557.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94,686.53	510,185.69	19%
107 Tourism	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,075.00	0%
206 LID 3 Redemption	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,536.92	0%
301 Roads Capital Improvements	97,271.90	0.00	2,776.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,048.64	431,825.00	23%
305 Parks Capital Improvement	0.00	4,144.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,144.47	183,299.95	2%
308 Valentine Road Project	0.00	6,464.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,464.21	5,655,300.00	0%
309 West Valley	0.00	8,541.29	10,410.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,952.04	100,000.00	19%
310 Stewart/Thornton Ave Rd Projec	973.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	973.00	450,000.00	0%
333 Fire Capital Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0%
401 Water	54,416.97	101,115.02	106,994.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	262,526.68	1,274,438.72	21%
402 Sewer	63,244.33	186,438.75	176,299.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	425,982.13	2,248,071.33	19%
403 Garbage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,980.00	0%
406 Water Capital Improvement	13,125.00	13,125.00	13,125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,375.00	4,304,059.66	1%
408 Sewer Cumulative Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	434,712.50	0%

**FIRST QUARTER 2016**

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January To March

EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
409 Storm	62,189.40	72,851.58	62,301.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	197,342.42	853,927.84	23%
410 Stormwater Facility Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	840,525.00	0%
411 Pierce County Water Area	1,750.00	1,750.00	1,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,250.00	21,000.00	25%
499 Utilities Equipment Reserve	42,250.00	0.00	14,370.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,620.12	225,000.00	25%
630 Developer Deposit	0.00	250.00	5,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,500.00	18,743.25	29%
640 Algona Court	0.00	8,949.59	11,058.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,007.78	196,350.00	10%
800 Payroll EE Benefit Clearing	289.80	-902.13	-1,093.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,705.53	0.00	0%
	658,309.64	940,151.27	772,554.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,371,015.71	22,427,866.51	11%
<b>FUND GAIN/LOSS:</b>	8,508,685.28	-149,187.64	-96,798.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,262,698.86		
<b>FUND NET POSITION:</b>	8,508,685.28	8,359,497.64	8,262,698.86	8,262,698.86	8,262,698.86	8,262,698.86	8,262,698.86	8,262,698.86	8,262,698.86	8,262,698.86	8,262,698.86	8,262,698.86			

**LGIP Cash and Investment Balances****March 31, 2016**

Instrument Type	Settlement Date	Investment Cost	Yield To Maturity	Maturity Date	Annualized Interest	Annualized Interest at LGIP rate (.14%)
FHLMC (Freddie Mac)	06/22/15	1,001,792	1.6930%	01/08/20	16,960.12	1,402.51
FNMA (Fannie Mae)	11/21/14	992,712	1.2430%	05/21/18	12,339.41	1,389.80
FICO STRIP PRN-3	01/15/15	598,038	0.9733%	11/30/17	5,820.50	837.25
FFCB-Fed Farm Credit	08/18/15	1,004,128	1.6200%	08/12/19	16,266.88	1,405.78
FHLB-Fed Home Loan Bank	11/15/15	1,004,119	0.4701%	12/28/16	4,719.92	1,405.77

<i>Sub Total</i>		4,600,790			56,106.84	6,441.11
Average Maturity (days)				332		
Average Yield to Maturity			1.2195%			
State Investment Pool		2,057,261	0.1400%	1		
<b>Total Investments</b>		<b>6,658,050</b>				

*Note: Yield to Maturity for the State Investment Pool is a 12 month average.*

Portfolio Diversification

<u>Instrument Type</u>	<u>Percentage</u>	<u>Amount</u>
Certificate of Deposit	1%	33,903.63
FHLMC (Freddie Mac)	17%	1,001,792.22
FNMA (Fannie Mae)	17%	992,712.00
FICO STRIP	13%	598,038.30
FFCB-Fed Farm Credit	17%	1,004,128.33
FHLB-Fed Home Loan Bank		1,004,118.83
State Investment Pool	<u>35%</u>	<u>2,057,260.74</u>
<b>Total Investments</b>	<b>100%</b>	<b>6,691,954.05</b>

Cash inBank	
General Account	1,410,236.11
Columbia Webstone	100,522.31
Petty Cash	1,865.00
Columbia Court	58,121.39
Sweep Account	
<b>Net Cash in Bank</b>	<b>1,570,744.81</b>

<b>Total Cash</b>	<b>8,262,698.86</b>
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# City of Pacific First Quarter Financial Reports Summary-2016

City Of Pacific  
MCAG #: 0423

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	6,328,675.00	2,989,873.55	47.2%	4,475,785.65	1,128,568.39	25.2%
005 Parks	0.00	0.00	0.0%	0.00	0.00	0.0%
007 Tourism	0.00	0.00	0.0%	0.00	0.00	0.0%
098 General Fund Equipment Reserve	162,446.00	42,192.33	26.0%	151,050.00	6,279.83	4.2%
099 General Fund Cumulative Reserve	335,992.13	380,744.44	113.3%	0.00	0.00	0.0%
100 Springbrook GF	0.00	0.00	0.0%	0.00	0.00	0.0%
101 Street	661,068.91	361,998.69	54.8%	510,185.69	94,686.53	18.6%
107 Tourism	100,025.00	113,188.80	113.2%	14,075.00	0.00	0.0%
206 LID 3 Redemption	2,000.00	0.00	0.0%	1,536.92	0.00	0.0%
207 LID 3 Reserve	0.00	0.00	0.0%	0.00	0.00	0.0%
208 2000 Fire GO Bond	0.00	0.00	0.0%	0.00	0.00	0.0%
300 Municipal Capital Improvements	432,000.00	435,882.65	100.9%	0.00	0.00	0.0%
301 Roads Capital Improvements	666,083.62	299,107.47	44.9%	431,825.00	100,048.64	23.2%
305 Parks Capital Improvement	294,350.00	114,047.87	38.7%	183,299.95	4,144.47	2.3%
308 Valentine Road Project	6,451,800.00	103,149.40	1.6%	5,655,300.00	6,464.21	0.1%
309 West Valley	246,700.00	39,559.08	16.0%	100,000.00	18,952.04	19.0%
310 Stewart/Thornton Ave Rd Project	452,000.00	918.47	0.2%	450,000.00	973.00	0.2%
333 Fire Capital Improvement	82,263.77	76,366.18	92.8%	30,000.00	0.00	0.0%
401 Water	1,750,041.03	879,668.64	50.3%	1,274,438.72	262,526.68	20.6%
402 Sewer	2,251,751.45	497,844.34	22.1%	2,248,071.33	425,982.13	18.9%
403 Garbage	291,880.76	276,531.51	94.7%	7,980.00	0.00	0.0%
406 Water Capital Improvement	5,543,100.00	1,434,254.05	25.9%	4,304,059.66	39,375.00	0.9%
408 Sewer Cumulative Fund	622,250.00	648,358.36	104.2%	434,712.50	0.00	0.0%
409 Storm	1,319,260.44	1,008,694.04	76.5%	853,927.84	197,342.42	23.1%
410 Stormwater Facility Fund	1,205,200.00	199,434.67	16.5%	840,525.00	0.00	0.0%
411 Pierce County Water Area	189,000.00	145,174.55	76.8%	21,000.00	5,250.00	25.0%
499 Utilities Equipment Reserve	526,200.00	394,806.41	75.0%	225,000.00	56,620.12	25.2%
601 Customer Deposits	5,160.00	5,159.91	100.0%	0.00	0.00	0.0%
630 Developer Deposit	73,900.00	72,705.78	98.4%	18,743.25	5,500.00	29.3%
635 Pacific Court	0.00	58,121.39	0.0%	0.00	0.00	0.0%
640 Algona Court	209,370.00	45,016.81	21.5%	196,350.00	20,007.78	10.2%
800 Payroll EE Benefit Clearing	0.00	10,915.18	0.0%	0.00	-1,705.53	0.0%
	<b>30,202,518.11</b>	<b>10,633,714.57</b>	<b>35.2%</b>	<b>22,427,866.51</b>	<b>2,371,015.71</b>	<b>10.6%</b>

## 2016 First Quarter Financial Reports

Enclosed are the fund reports as of March 31<sup>st</sup> (year to date) 2016.

Staff is presenting the summary reports for the City Council's review. The line item reports are in greater detail and reviewed by the Mayor and City Administrator. Then they are distributed to the department heads to review with the City Administrator and Mayor once again over each area of control. The Finance Committee will review these reports at the Committee meeting on April 13<sup>th</sup> to approve them to go to the Council for review and a motion to approve (April 25<sup>th</sup> 2015).

The first quarter is usually not indicative of the budget due to the cyclical nature of many revenues and expenditures, such as property tax revenue and the liability insurance annual payment. That is why the City of Pacific's cash position decreased by \$81,731 in the first quarter of 2016. The only significant exceptions are the major street projects for Stewart and Valentine which are still ongoing. This has an impact on the overall report of making everything look under budget. However this will balance out as the year and projects move to completion. The table on the next page shows the increases and decreases in the individual funds. The significant ones are highlighted in yellow and discussed in the following paragraph.

- The General Fund (001) is down due to the annual payment of the liability insurance (\$241K) and the cyclical nature of the property tax revenue.
- The Roads Capital Improvement Fund (301) is down due to the Interurban trail right of way acquisition (\$98K).
- The Water Capital Improvement Fund (406) is down by \$75K due to the Stewart Road Water main upgrades (\$41K).

These numbers surpass 2015's first quarter reports by \$60K (greater decrease in cash).

Please feel free to contact me to discuss any matters with this report.

*Richard A. Gould*  
City Administrator

## Fund Cash change:

Fund		2015	2016	Net Gain (loss)
001	General Fund	\$ 2,027,946.94	\$ 1,861,305.16	\$ (166,641.78)
098	General Fund Equipment Reserve	\$ 11,979.67	\$ 35,912.50	\$ 23,932.83
099	General Fund Cumulative Reserve	\$ 380,573.15	\$ 380,744.44	\$ 171.29
101	Street Fund	\$ 255,055.16	\$ 267,312.16	\$ 12,257.00
107	Tourism Fund	\$ 110,034.61	\$ 113,188.80	\$ 3,154.19
206	LID 3 Redemption Fund	\$ -	\$ -	\$ -
300	Municipal Capital Improvements Fund	\$ 434,521.24	\$ 435,882.65	\$ 1,361.41
301	Stewart/8th St Corridor Fund	\$ 297,165.80	\$ 199,058.83	\$ (98,106.97)
305	Parks Capital Improvement Fund	\$ 113,743.61	\$ 109,903.40	\$ (3,840.21)
308	Valentine Road Project Fund	\$ 69,582.15	\$ 96,685.19	\$ 27,103.04
309	West Valley	\$ 26,357.28	\$ 20,607.04	\$ (5,750.24)
310	Stewart/Thornton Ave Rd Project	\$ 918.47	\$ (54.53)	\$ (973.00)
333	Fire Capital Improvement	\$ 76,197.31	\$ 76,366.18	\$ 168.87
401	Water Fund	\$ 592,590.97	\$ 617,141.96	\$ 24,550.99
402	Sewer Fund	\$ 429.61	\$ 71,862.21	\$ 71,432.60
403	Garbage Fund	\$ 275,920.01	\$ 276,531.51	\$ 611.50
406	Water Capital Improvement Fund	\$ 1,469,505.96	\$ 1,394,879.05	\$ (74,626.91)
408	Sewer Cumulative Fund	\$ 621,982.92	\$ 648,358.36	\$ 26,375.44
409	Stormwater Fund	\$ 821,820.04	\$ 811,351.62	\$ (10,468.42)
410	Stormwater Facility Fund	\$ 161,117.06	\$ 199,434.67	\$ 38,317.61
411	Pierce County Water Area Fund	\$ 145,016.79	\$ 139,924.55	\$ (5,092.24)
499	Utilities Equipment Reserve Fund	\$ 329,447.16	\$ 338,186.29	\$ 8,739.13
601	Customer Deposits Fund	\$ 5,159.91	\$ 5,159.91	\$ -
630	Developer Deposits Fund	\$ 67,955.78	\$ 67,205.78	\$ (750.00)
635	Pacific Court	\$ 58,121.39	\$ 58,121.39	\$ -
640	Algona Court Fund	\$ 8,354.25	\$ 25,009.03	\$ 16,654.78
800	Payroll EE Benefit Clearing	\$ (16,067.11)	\$ 12,620.71	\$ 28,687.82
		\$ 8,345,430.13	\$ 8,262,698.86	\$ (82,731.27)



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

**FROM:**

**MEETING DATE:** April 25, 2016

**SUBJECT:** Zoo and Trek Authority Board Ballot

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**ATTACHMENTS:**

- **Zoo and Trek Authority Board Official Ballot**
- **Nominee Biographies**

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**Previous Council Review Date:** City Council Workshop on April 18, 2016

**Summary:** As part of Pierce County, the City of Pacific has a vote in the Zoo/Trek Authority Board elections. The election requires a total vote representing 60% of the Pierce County population (not including the City of Tacoma.)

The biographies for three candidates are enclosed for your review and selection of the candidate whom you would like to vote select

**Recommendation/Action:** Select candidate and approve submittal of the ballot to Pierce County.

**Motion for Consideration:** I move to cast the City of Pacific's vote for \_\_\_\_\_ to serve as a member of the Zoo and Trek Authority Board for a three-year term.

**Budget Impact:** N/A

**Alternatives:** N/A

**ZOO and TREK AUTHORITY BOARD  
POSITION TWO**

**OFFICIAL BALLOTS  
VOTE FOR ONE**

**Justin Evans**

**City of Bonney Lake**

**Denise McCluskey**

**City of University Place**

**Heather Shadko**

**City of Puyallup**

The city/town of \_\_\_\_\_ wishes to cast its vote for  
\_\_\_\_\_ of the City/Town of  
\_\_\_\_\_ to serve as a  
member of the Zoo and Trek Authority Board (ZTA) for a three-year term, representing the 11 larger  
cities and towns within the Pierce County Regional Council boundary.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Please submit this form with a council resolution or motion. Please email your ballots to  
Cindy Anderson, PCRC Clerk, at [cander5@co.pierce.wa.us](mailto:cander5@co.pierce.wa.us) or call 253-798-2630 if you have any  
questions. Thank you.

Zoo and Trek Authority Board  
Position Two Nominations  
Biographies

**Justin Evans – City of Bonney Lake**

**Family:** Married with one daughter

**Community Service:** Founder of “A March to Give” toy drive to benefit the children of Seattle Children’s Hospital-Strong Against Cancer Foundation, Volunteer Firefighter / EMT, and Beautify Bonney Lake volunteer

**Professional Experience:** Operations manager, project manager, project engineer, and logistics coordinator

**Elected/Legislative Experience:** City of Bonney Lake Councilmember also serving on the Public Safety and Economic Development committees, PSRC alternate, PCRC alternate, legislative session assistant to State Senator Jim Kastama

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**Denise McCluskey – City of University Place**

**Family:** Married with two grown children and one grandchild

**Schooling:** AA in Arts and Business; BA-Organizational Leadership: Chapman University; MS-Human Resources Development: Chapman University

**Occupation:** Regional Manager, RMHS, Fort Lewis

**Community Services:** School enhancement instructor, Dance Theatre Northwest board, Boy Scouts, Girl Scouts, Pierce College business advisory committee, University Place Capital Strategy Task Force, Conservation Futures board, Curran Cider Squeeze, Gilda Club, Hess Park Committee liaison, Homestead Park volunteer; Parks Appreciation Day facilitator; University Place Planning Commission, Preservation committees for Kobayashi, Colgate, and Curran House, Regional Center Advisory committee member, steering committee for fire chief selection, Tahoma Audubon Society, Toastmasters, United Way

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**Heather Shadko – City of Puyallup**

**Personal Information:** Married, originally from the Midwest, has lived in Puyallup since 1998

**Education:** BS in Business Administration, University of Mississippi

**Professional Experience:** Contract and procurement specialist Port of Tacoma, Hospital clinic administrator and educational testing administrator

**Community Involvement:** Puyallup City Council, Puyallup Library Board Chair and Board member, Puyallup Planning Commission, Puyallup Library Foundation member, Girl Scouts, volunteers for projects such as rain garden installation, Pierce Conservation tree plantings, and Library Foundation program