



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

April 25, 2016
Monday

Regular Meeting
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- (4) 4. PUBLIC HEARING**
To review the proposed amendments to sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code
- 5. AUDIENCE COMMENT**
(Please limit your comments to 3 minutes for items not on the agenda. When recognized by the Mayor, please state your name and address for the official record. It is asked that you do not speak on the same matter twice.)
- 6. REPORTS**
 - A.** Mayor
 - B.** City Administrator
 - (13) C.** Community Services
 - D.** Public Works Department
 - E.** Community Development Department
 - (15) F.** Public Safety Department
 - G.** City Council Members
 - H.** Boards and Committees
 - i. Finance Committee
 - ii. Governance Committee
 - iii. Human Services Committee
 - iv. Public Safety Committee
 - v. Public Works Committee
 - vi. Technology Committee
 - vii. Lodging Tax Advisory Committee
 - viii. Park Board
 - ix. Planning Commission
 - x. Pierce County Regional Council (PCRC)
 - xi. Sound Cities Association (SCA)
 - xii. South County Area Transportation Board (SCATBd)
 - xiii. Valley Regional Fire Association (VRFA)

7. OLD BUSINESS

- (16) A. **Resolution No. 2016-332:** Authorizing the execution of an Interlocal Agreement with the City of Algona for the South Valley Police Explorer Post.
- (25) B. **Ordinance No. 2016-1928:** Clarifying the provisions relating to the imposition of penalties for zoning code violations, amending Pacific Municipal Code sections 20.82.004(D) and 20.82.009(C).
- (42) C. **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.
- (51) D. **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.
- (84) E. **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.
- (97) F. **Resolution No. 2016-336:** Authorizing the Mayor to sign a Release of Easement granted to the city, located at 405/411 W. Valley Hwy.
- (108) G. **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.
- (115) H. **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.
- (135) I. **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 5th Avenue South.
- (144) J. **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.
- (153) K. **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.

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



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

- (162) L. **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 1st Avenue West.
 - (171) M. **AB 16-051: First Quarter 2016 Financial Reports**
 - (178) N. **AB 16-052: Zoo and Trek Authority Board Ballot**
8. **NEW BUSINESS**
9. **CONSENT AGENDA**
- (181) A. Payroll and Voucher Approval
10. **ADJOURN**

MEETING CALENDAR

Finance Committee Katie Garberding, Newlun, Oliveira Meets: 2 nd Wednesday	May 9, 2016 6:30 p.m.	City Hall
Governance Committee Kerry Garberding, Kave, Storaasli Meets 1st Tuesday	May 3, 2016 6:30 p.m.	City Hall
Human Services Committee Katie Garberding, Oliveira, Newlun Meets 4 th Tuesday	April 26, 2016 6:30 p.m.	City Hall
Park Board Meets 3 rd Tuesday	May 17, 2016 6:30 p.m.	City Hall
Planning Commission Meets 4th Tuesday	April 26, 2016 6:00 p.m.	City Hall
Public Safety Committee Katie Garberding, Kave, Steiger Meets 3 rd Wednesday	May 17, 2016 6:30 p.m.	City Hall
Public Works Committee Kerry Garberding, Kave, Steiger Meets 1 st Wednesday	May 4, 2016 6:30 p.m.	City Hall
Technology Committee Kerry Garberding, Newlun, Oliveira Meets: 3 rd Thursday	May 19, 2016 5:00 p.m.	City Hall

Council may add other items not listed on this agenda unless specific notification period is required.
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TO: Mayor Guier and City Council Members
FROM: Carol Morris, City Attorney
MEETING DATE: April 25, 2016
SUBJECT: Zoning Code Amendment – penalty provisions

ATTACHMENTS:

- 1. Ordinance No. 2016-1928 amending Sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code.**
-

Background: The City's issuance of a Notice of Violation is a determination by the staff that a violation of the Zoning Code has been committed. PMC Section 20.82.004(C)(11). The notice of violation also includes a statement that each day a person fails to comply with the code provision cited in the Notice of Violation may be considered a separate penalty for which a penalty may be imposed. PMC Section 20.82.004(D). The person responsible for the violation (including the property owner,) may file a written appeal to the hearing examiner within 15 days of the service of the notice of violation. PMC Section 20.82.004(C)(11).

In *Post v. City of Tacoma*, 167 Wash.2d 300, 217 P.3d 1179 (2009), the Washington Supreme Court determined that Tacoma's code enforcement ordinance and procedures were unconstitutional as violating the property owner's due process rights. At issue in *Post* was a code provision which stated that after issuance of a notice of violation, if the violation was not corrected, a continuing violation would result in four successive mandatory fines. Tacoma had the discretion to assess fines or not for each day, until the violation was corrected. The property owner could seek an administrative appeal only after the initial notice of violation and after the first mandatory fine. After *Post* was decided, many cities interpreted the court's decision as requiring the issuance of additional notices of violation for the same code violation.

The Court of Appeals clarified the holding of *Post* in *City of Bonney Lake v. Kanany*, 185 Wash. App. 309, 340 P.3d 965 (2014). In this case, the court stated that as long as the issued notice of violation identifies the violation, imposes automatic penalties for the violation if it is continuing, and allows for an appeal the continuing fines for the specific violation, then the code and procedures are constitutional. Pacific's ordinance is similar to Bonney Lake's code enforcement ordinance. Clarification of the procedures for imposition of penalties is recommended to prevent any confusion in the future.

Summary: The change to the City's Zoning Code enforcement chapter (Section 20.82.004(D)) clarifies that the City need not issue any additional notices of violation after the

initial notice of violation is sent out, unless the City is citing the property owner for different code violations. In addition, Section 20.82.009(C) is clarified to state that if the Hearing Examiner finds that a violation has occurred, penalties for continuing violations that were not identified in the appealed notices of violation may only be imposed if a new notice of violation issues.

Recommended Action:

Approve Ordinance No. 2016-1928 amending Sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code.

Motion: I move to adopt Ordinance No. 2016-1928 amending Sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code relating to the imposition of penalties for zoning code violations.

Budget Impact: None

Alternatives:

ORDINANCE NO. 2016-1928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO ZONING CODE ENFORCEMENT, CLARIFYING THE PROVISIONS RELATING TO THE IMPOSITION OF PENALTIES FOR ZONING CODE VIOLATIONS, AMENDING PACIFIC MUNICIPAL CODE SECTIONS 20.82.004(D) AND 20.82.009(C) AND SETTING AN EFFECTIVE DATE.

WHEREAS, at the time the City of Pacific adopted chapter 20.82 PMC relating to zoning code enforcement, the chapter was drafted in deference to a recent court case, *Post v. City of Tacoma*, 167 Wash.2d 300, 217 P.3d 1179 (2009); and

WHEREAS, since that time, the Washington courts have clarified the effect of *Post* (in *City of Bonney Lake v. Kanany*, 185 Wash. App. 309, 340 P.3d 965 (2014)); and

WHEREAS, the City Council desires to add language to the relevant provisions of chapter 20.82 RCW to clarify its penalty provisions for zoning code violations in light of *City of Bonney Lake v. Kanany*; and

WHEREAS, the proposed regulations are not “development regulations” and do not need to be forwarded to the Planning Commission for review.

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

Section 1. Section 20.82.004 of the Pacific Municipal Code is hereby amended to read as follows:

20.82.004 Investigation and notice of violation.

A. Investigation. The director is authorized to investigate any structure or use which he/she reasonably believes does not comply with the standards and requirements of the zoning code, this title, or the subdivision code, PMC Title 19.

B. Notice of Correction. If, after investigation, the director determines that the standards or requirements of the zoning code, this title, and the subdivision code, PMC Title 19, or the provisions of this chapter have been violated, the director may serve a notice of correction upon the owner, tenant or other person responsible for the condition using the service procedure set forth in subsection G of this section. The notice of correction shall contain the following information:

1. The name and address of the person to whom it is directed;
2. The location and specific description of the violation;
3. A specific identification of each standard, code provision or requirement violated;
4. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;
5. The date by which compliance is required in order to avoid the imposition of monetary penalties. This date will be no less than 24 hours from the date and time that the notice is posed on the property or no less than three days from the date that the notice of correction is placed in the U.S. Mail addressed to the person identified in subsection (B)(1) of this section; and
6. A statement that failure to comply with the notice of correction may result in further enforcement actions, including the issuance of a notice of violation, civil fines and criminal penalties.

C. Notice of Violation. After issuance of the notice of correction and expiration of the deadline established therein, the director shall investigate to determine whether a violation still exists. If so, the director may serve a notice of violation upon the owner, tenant or other person responsible for the condition of the property, using the service procedure set forth in subsection G of this section. The notice of violation shall contain the following information:

1. The name and address of the person to whom it is directed;
2. The location and specific description of the violation;
3. A statement that the notice (or order, in the case of a stop work or emergency order) is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;
4. The notice of violation may include or reference a stop work order or emergency order requiring that the violation immediately cease, or that the potential violation be avoided;

5. The notice of violation may include or reference a stop work or emergency order requiring that the person cease all work on the premises until correction and/or remediation of the violation as specified in the order;
6. A specific identification of each standard, code provision or requirement violated;
7. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;
8. A reasonable time for compliance;
9. A statement that the violation may result in the imposition of penalties, and, if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in PMC 20.82.011 (or 20.82.013 for subdivision violations);
10. A statement that failure to comply with the notice of violation may result in further enforcement actions, including issuance of additional notices of violation, civil fines and criminal penalties; and
11. A statement that the notice of violation represents a determination that a violation has been committed by the person named in the notice of violation, and that the determination shall be final unless appealed as provided in PMC 20.82.008, and that the appeal must be timely filed under the procedures set forth in PMC 20.82.008(E) (within 15 calendar days of service of the notice of violation).

D. Each Day a Separate Violation. Each day a person or entity fails to comply with the code provision cited in the notice of violation may be considered a separate violation for which a penalty may be imposed. However, no additional penalty for a continuing violation, if different from the violation described in the Notice of Violation, may be assessed without the provision of an additional notice of violation and an opportunity for an appeal.

E. Service. The notice of violation shall be served on the owner, tenant or other person responsible for the condition in the manner set forth in RCW 4.28.080 for service of a summons, or personally, as set forth in RCW 4.28.080(15). In lieu of service under RCW 4.28.080(15), where the person cannot with reasonable diligence be served as described, the notice of violation may be served as provided in RCW 4.28.080(16).

F. Posting. A copy of the notice of violation shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

G. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to PMC 20.82.006 (Stop work order), 20.82.007 (Emergency order), 20.82.010 (Civil penalty), 20.82.011 (Criminal penalties), 20.82.012 (Additional relief), or 20.82.013 (Subdivision violations).

H. Additional Notice to Others. The director may mail, or cause to be delivered, to all residential and/or nonresidential rental units in the structure, or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

I. Recording. A copy of the notice of violation may be filed with the county auditor when the responsible party fails to correct the violation and no appeal is filed, or the director requests that the city attorney take appropriate enforcement action. The director may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

J. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

Section 2. Section 20.82.009 of the Black Diamond Municipal Code is hereby amended to read as follows:

20.82.009 Appeal hearing.

A. The public hearing on an appeal shall include the following elements and be conducted as follows:

1. The hearing examiner shall set the time and place of the hearing, and arrange for notice of the public hearing to be provided, except in cases involving an expedited hearing. For expedited hearings, notice of the hearing shall be provided to the appellant and every reasonable effort shall be made to schedule the hearing within one week after receipt of the appeal.
2. A party to the appeal may participate personally or by an attorney.
3. The hearing examiner shall, at the appropriate stage in the proceeding, give all parties full opportunity to submit and respond to motions and file briefs and objections.
4. If the person requesting the hearing fails to attend or participate in the hearing (other than filing the timely request for an appeal hearing as provided in this chapter), the hearing examiner may issue a default order of dismissal.

5. To the extent necessary for full disclosure of all relevant facts and issues, the hearing examiner shall afford to all parties the opportunity to respond, present evidence and argument, conduct cross-examination and submit rebuttal evidence.

6. The hearing examiner shall cause the hearing to be recorded by a method chosen by the city, which shall allow preparation of a verbatim transcript.

7. The hearing shall be open to public observation.

8. All testimony of parties and witnesses shall be made under oath or affirmation.

9. Ex parte communications shall be addressed as set forth in Chapter 42.36 RCW.

10. The scope and standard of review shall be de novo. The city shall have the initial burden of proof in cases involving notices of violation, stop work orders, emergency orders or penalties to demonstrate by a preponderance of the evidence the existence of a violation or that the legal standard for imposing the penalty has been met. The examiner shall grant substantial weight or otherwise accord deference whenever directed by ordinance or statute.

11. After the conclusion of the public hearing, the hearing examiner may allow the parties a designated time for the submission of memos, briefs or proposed findings, as long as the hearing examiner can still issue his/her final decision according to any applicable deadline established by this chapter.

12. At or after the appeal hearing on a notice of violation, the hearing examiner may:

a. Sustain the notice of violation;

b. Withdraw the notice of violation;

c. Continue the review to a date certain for receipt of additional information;

d. Modify the notice of violation, which may include an extension of the compliance date.

B. Except with regard to expedited hearings, the hearing examiner shall issue written findings of fact and conclusions of law within 10 calendar days of the date of the completion of the hearing and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible. A copy of the final decision may be recorded against the property in the county auditor's

office. The decision on expedited hearings shall issue within five business days after the completion of the hearing.

C. The decision of the hearing examiner shall be final on a notice of violation, and no further administrative appeal may be filed. In order to appeal the decision of the hearing examiner on a notice of violation, a person with standing to appeal must file an appeal of the decision to superior court as provided under Chapter 36.70C RCW within the deadline set forth in RCW 36.70C.040. Following a finding of the hearing examiner of the existence of a violation at the appeal hearing, continuing penalties may be imposed. Penalties for continuing violations that were not identified in the appealed Notice of Violation may only be imposed by the provision of additional notices of violation and an opportunity for an appeal hearing. ~~No additional penalty for a continuing violation may be imposed without the provision of additional notices and opportunity for a hearing.~~

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

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

Section 5. Effective Date. This Ordinance shall become effective five days after publication as provided by law.

PASSED by the Council and approved by the Mayor of the City of Pacific, this ____th day of _____, 2016.

CITY OF PACIFIC

Mayor Leanne Guier

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol Morris, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

MONTHLY TOTALS

Date:	October	2014	2015	YTD
Participation Counts: Senior Center				
Demographics:				
	Pacific	385	457	5541
	Algona	93	86	1140
	Auburn	107	127	1445
	Other	101	40	1116
	Total Demographics	686	710	9542
Activity:				
	Stone Soup	153	98	1282
	Senior Nutrition Lunch	240	263	3822
	Trips: afternoon	62	96	1224
	Transportation: for lunch	79	139	1382
	Drop-Ins	86	42	702
	Bread/Pantry	108	158	2039
	Touch of Home/Crafts	43	33	481
	Cards/Puzzles/Games	141	231	2765
	Volunteer	122	123	1497
	Music/Jam Session	207	73	1875
	Health Care: Hair Cuts/Foot Care	0	13	99
	S.H.I.B.A.	0	3	17
	Bus Passes	35	22	296
	Meals on Wheels	0	14	69
	Movies and Bingo	9	10	211
	Party: Parties, Tea, etc.	44	49	171
	Total Activities:	1329	1367	17932
	Unduplicated:	2	8	189
	Volunteer Hours:		487.5	
Donations:				
	Stone Soup	\$39.00		
	Gas for Trips	\$14.00		
	Crafts	\$13.00		
	Coffee	\$22.78		
	General Money Donation	\$0.00		
	Total:	\$88.78		

CITY COUNCIL

April 25, 2016

Community Services Report

Mayor Guier and City Council

As you all know, the roof for the Senior Center and Gym is currently being installed. Thank you to everyone that has been involved in this process.

The next Human Services Committee Meeting is Tuesday April 26, 6:30 in City Hall.

The Pacific Algona Senior Center now proudly presents “Coloring Crowd.” We will meet the first and third Wednesday of the month and use our creative side.

Our talented seniors with Touch of Home are busy making items. There is always room for more people to join us.

Gosh what a wonderful day for a walk at our local parks! On Thursday our senior bus is now going to our local parks for the walking event. This month it is Game Farm Park. Just call the senior center to get your name on the list. The bus leaves at 1:30.

Our Senior Bus goes to many places, we have shopping trips, lunch, snack outings, and seasonal trips. In April the seniors have gone to Dickey’s Bar-B-Q, Dairy Queen, the Auburn Environmental Park for an afternoon walk, New Hope Food Pantry, and the Federal Way Rhododendron Garden are just a few of the places.

Youth Gym is now offering kung fu classes, Saturdays 11:00 AM – 1:30PM. For more information please contact 253-244-1677 Hiddenlakekungfu.com

The Youth Gym has a computer lab that is open for use.

Ziggles Riding Toys session is Friday mornings 9:30AM to 12:00PM noon. The Tiny Tot Program really loves this activity. It is so nice to see them ride around the gym with these riding toys.

PACIFIC POLICE DEPARTMENT

MARCH 2016 MONTHLY REPORT

ACTIVITY

Dispatch calls	414
Self-initiated contacts	302
Agency assists	85

ARRESTS

Non Traffic	17
Felony	10
Traffic	19

SUPERIOR COURT FILINGS

Adult	3
Juvenile	0

TRAFFIC ENFORCEMENT

	<u>This month</u>	<u>Last month</u>
Criminal Traffic	19	13
Infractions	228	146
Verbal Warnings	101	99

OFFENSES/CRIMES

APS/CPS investigation	1	Order service	1
Assault	3	Poss stolen prop	0
Assault-DV	3	Reckless burning/arson	0
Burglaries-Commercial	3	Recovered property	0
Burglaries-Residential	0	Robbery	1
Death investigation-DOA	3	Runaway/missing	1
Disputes-DV	2	Sex offense	0
DUI	0	Suicidal subject	0
Drug/liquor violation	0	Suspicious circ	0
Found property	3	Thefts	6
Fraud	0	Threats/harassment	2
Hit and run	0	Trespass	6
Homicide	0	Vehicle collision	9
ID Theft	3	Vehicle impound	3
Malicious mischief	5	Vehicle prowl	3
Malicious mischief-DV	2	Violation of orders	1
Mental health referral	3	Warrant arrests	15
Motor vehicle recovery	1	Weapons violation	0
Motor vehicle theft	4		

March cases: 106

2016 cases: 305

Disputes- Non DV	1
Reckless Endangerment	1



Agenda Bill No. 16-040

TO: Mayor Guier and City Council Members
FROM: John Calkins
MEETING DATE: April 25, 2016
SUBJECT: South Valley Explorer Program

ATTACHMENTS:

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

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.**

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 25th day of April, 2016.

Leanne Guier, Mayor

ATTESTED:

Amy Stevenson-Ness, City Clerk

APPROVED TO FORM:

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 22nd 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 23rd day of March 2016.

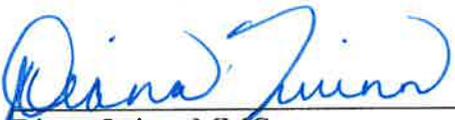
CITY OF ALGONA

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 25, 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:

Approve Resolution No. 2016-333 and contract for the Level 1 Environmental Assessment for the Morgan and Tacoma Blvd. properties.

Motion:

I move to approve Resolution No. 2016-333, authorizing the execution of an agreement with Aerotech, in the amount of \$5,250, to conduct the Level 1 Environmental Assessment for the Morgan and Tacoma Boulevard properties.

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

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 25th 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 26th 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 – 3rd 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 – 3rd 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

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 th Street Parcels	Cost: \$1,750.00
	Lane Morgan 46 th 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

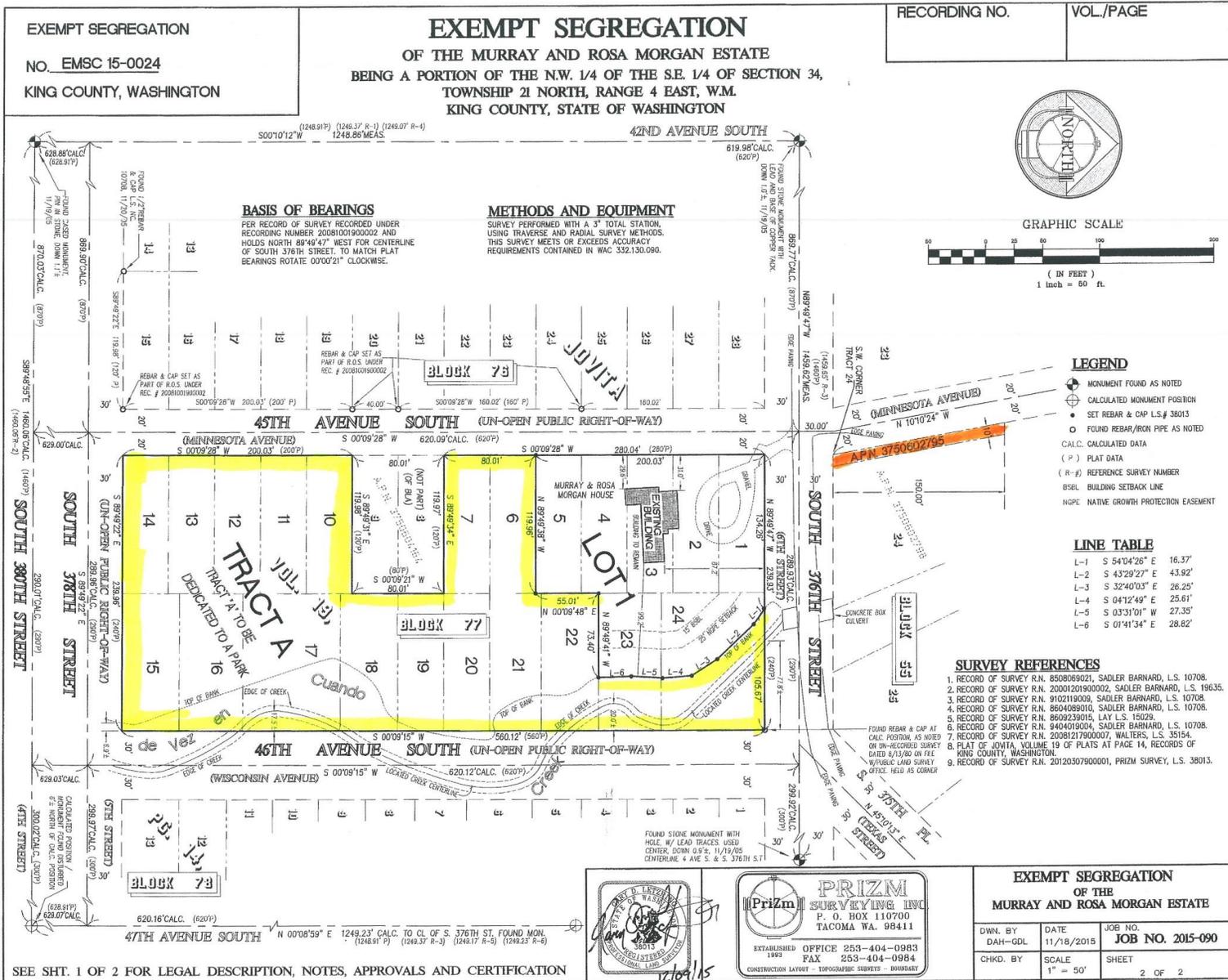
(ix) performance of Phase I tasks, and preparation of Assessment conclusions and recommendations certified by Environmental Professional as defined in 40 CFR § 312.21(d).

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

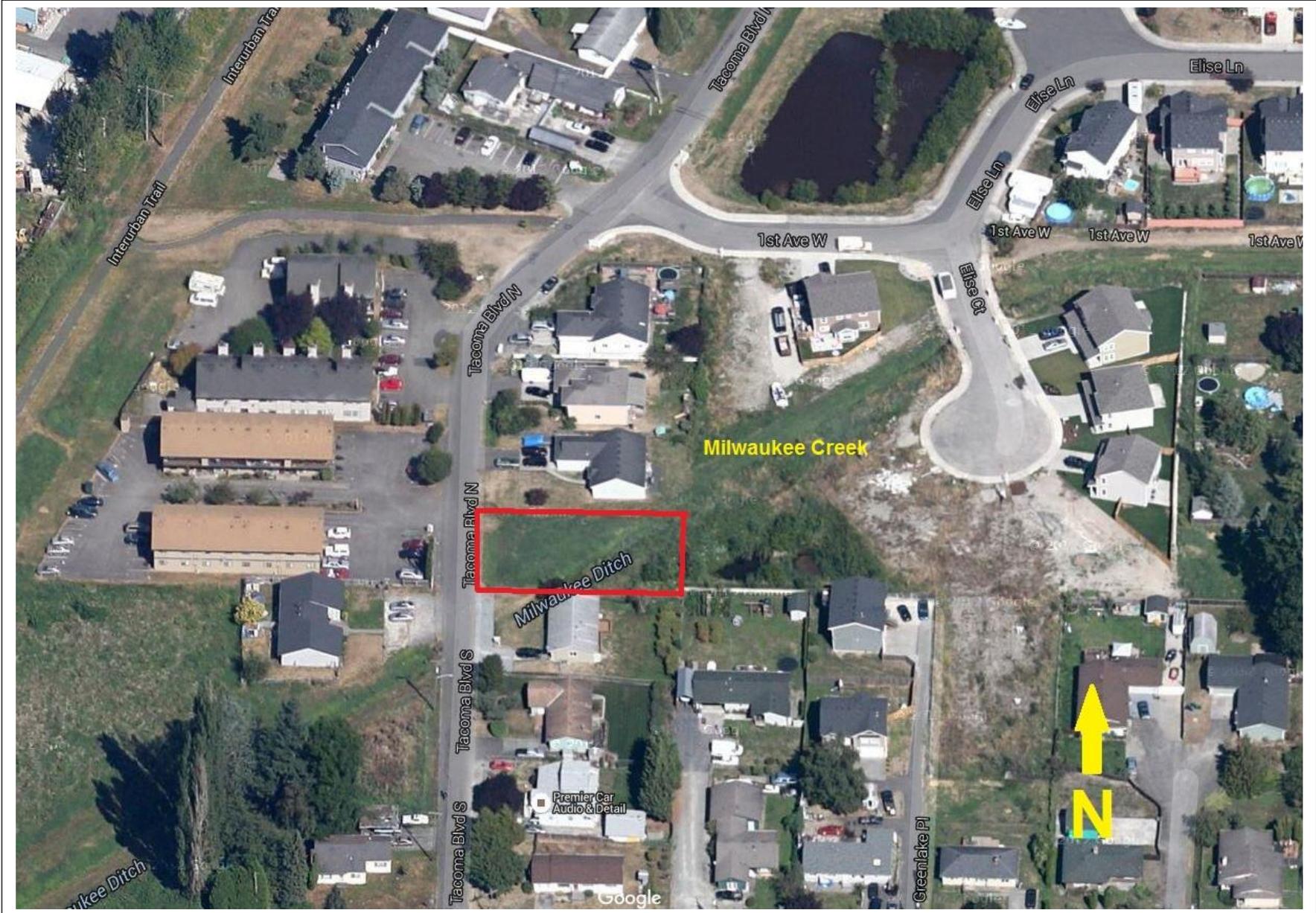
Best regards,

Alan T. Blotch

Lane Morgan Property



Tacoma Blvd Property





Agenda Bill No. 16-036

TO: Mayor Guier and City Council Members

FROM: Carol Morris, City Attorney

MEETING DATE: April 25, 2016

SUBJECT: Zoning Code Amendment – penalty provisions

ATTACHMENTS:

1. **Ordinance No. 2016-1928 amending Sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code.**
-

Background: The City's issuance of a Notice of Violation is a determination by the staff that a violation of the Zoning Code has been committed. PMC Section 20.82.004(C)(11). The notice of violation also includes a statement that each day a person fails to comply with the code provision cited in the Notice of Violation may be considered a separate penalty for which a penalty may be imposed. PMC Section 20.82.004(D). The person responsible for the violation (including the property owner,) may file a written appeal to the hearing examiner within 15 days of the service of the notice of violation. PMC Section 20.82.004(C)(11).

In *Post v. City of Tacoma*, 167 Wash.2d 300, 217 P.3d 1179 (2009), the Washington Supreme Court determined that Tacoma's code enforcement ordinance and procedures were unconstitutional as violating the property owner's due process rights. At issue in *Post* was a code provision which stated that after issuance of a notice of violation, if the violation was not corrected, a continuing violation would result in four successive mandatory fines. Tacoma had the discretion to assess fines or not for each day, until the violation was corrected. The property owner could seek an administrative appeal only after the initial notice of violation and after the first mandatory fine. After *Post* was decided, many cities interpreted the court's decision as requiring the issuance of additional notices of violation for the same code violation.

The Court of Appeals clarified the holding of *Post* in *City of Bonney Lake v. Kanany*, 185 Wash. App. 309, 340 P.3d 965 (2014). In this case, the court stated that as long as the issued notice of violation identifies the violation, imposes automatic penalties for the violation if it is continuing, and allows for an appeal the continuing fines for the specific violation, then the code and procedures are constitutional. Pacific's ordinance is similar to Bonney Lake's code enforcement ordinance. Clarification of the procedures for imposition of penalties is recommended to prevent any confusion in the future.

Summary: The change to the City's Zoning Code enforcement chapter (Section 20.82.004(D)) clarifies that the City need not issue any additional notices of violation after the

initial notice of violation is sent out, unless the City is citing the property owner for different code violations. In addition, Section 20.82.009(C) is clarified to state that if the Hearing Examiner finds that a violation has occurred, penalties for continuing violations that were not identified in the appealed notices of violation may only be imposed if a new notice of violation issues.

Recommended Action:

Approve Ordinance No. 2016-1928 amending Sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code.

Motion: I move to adopt Ordinance No. 2016-1928 amending Sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code relating to the imposition of penalties for zoning code violations.

Budget Impact: None

Alternatives:

ORDINANCE NO. 2016-1928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO ZONING CODE ENFORCEMENT, CLARIFYING THE PROVISIONS RELATING TO THE IMPOSITION OF PENALTIES FOR ZONING CODE VIOLATIONS, AMENDING PACIFIC MUNICIPAL CODE SECTIONS 20.82.004(D) AND 20.82.009(C) AND SETTING AN EFFECTIVE DATE.

WHEREAS, at the time the City of Pacific adopted chapter 20.82 PMC relating to zoning code enforcement, the chapter was drafted in deference to a recent court case, *Post v. City of Tacoma*, 167 Wash.2d 300, 217 P.3d 1179 (2009); and

WHEREAS, since that time, the Washington courts have clarified the effect of *Post* (in *City of Bonney Lake v. Kanany*, 185 Wash. App. 309, 340 P.3d 965 (2014)); and

WHEREAS, the City Council desires to add language to the relevant provisions of chapter 20.82 RCW to clarify its penalty provisions for zoning code violations in light of *City of Bonney Lake v. Kanany*; and

WHEREAS, the proposed regulations are not “development regulations” and do not need to be forwarded to the Planning Commission for review.

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

Section 1. Section 20.82.004 of the Pacific Municipal Code is hereby amended to read as follows:

20.82.004 Investigation and notice of violation.

A. Investigation. The director is authorized to investigate any structure or use which he/she reasonably believes does not comply with the standards and requirements of the zoning code, this title, or the subdivision code, PMC Title 19.

B. Notice of Correction. If, after investigation, the director determines that the standards or requirements of the zoning code, this title, and the subdivision code, PMC Title 19, or the provisions of this chapter have been violated, the director may serve a notice of correction upon the owner, tenant or other person responsible for the condition using the service procedure set forth in subsection G of this section. The notice of correction shall contain the following information:

1. The name and address of the person to whom it is directed;
2. The location and specific description of the violation;
3. A specific identification of each standard, code provision or requirement violated;
4. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;
5. The date by which compliance is required in order to avoid the imposition of monetary penalties. This date will be no less than 24 hours from the date and time that the notice is posed on the property or no less than three days from the date that the notice of correction is placed in the U.S. Mail addressed to the person identified in subsection (B)(1) of this section; and
6. A statement that failure to comply with the notice of correction may result in further enforcement actions, including the issuance of a notice of violation, civil fines and criminal penalties.

C. Notice of Violation. After issuance of the notice of correction and expiration of the deadline established therein, the director shall investigate to determine whether a violation still exists. If so, the director may serve a notice of violation upon the owner, tenant or other person responsible for the condition of the property, using the service procedure set forth in subsection G of this section. The notice of violation shall contain the following information:

1. The name and address of the person to whom it is directed;
2. The location and specific description of the violation;
3. A statement that the notice (or order, in the case of a stop work or emergency order) is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;
4. The notice of violation may include or reference a stop work order or emergency order requiring that the violation immediately cease, or that the potential violation be avoided;

5. The notice of violation may include or reference a stop work or emergency order requiring that the person cease all work on the premises until correction and/or remediation of the violation as specified in the order;
6. A specific identification of each standard, code provision or requirement violated;
7. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;
8. A reasonable time for compliance;
9. A statement that the violation may result in the imposition of penalties, and, if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in PMC 20.82.011 (or 20.82.013 for subdivision violations);
10. A statement that failure to comply with the notice of violation may result in further enforcement actions, including issuance of additional notices of violation, civil fines and criminal penalties; and
11. A statement that the notice of violation represents a determination that a violation has been committed by the person named in the notice of violation, and that the determination shall be final unless appealed as provided in PMC 20.82.008, and that the appeal must be timely filed under the procedures set forth in PMC 20.82.008(E) (within 15 calendar days of service of the notice of violation).

D. Each Day a Separate Violation. Each day a person or entity fails to comply with the code provision cited in the notice of violation may be considered a separate violation for which a penalty may be imposed. However, no additional penalty for a continuing violation, if different from the violation described in the Notice of Violation, may be assessed without the provision of an additional notice of violation and an opportunity for an appeal.

E. Service. The notice of violation shall be served on the owner, tenant or other person responsible for the condition in the manner set forth in RCW 4.28.080 for service of a summons, or personally, as set forth in RCW 4.28.080(15). In lieu of service under RCW 4.28.080(15), where the person cannot with reasonable diligence be served as described, the notice of violation may be served as provided in RCW 4.28.080(16).

F. Posting. A copy of the notice of violation shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

G. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to PMC 20.82.006 (Stop work order), 20.82.007 (Emergency order), 20.82.010 (Civil penalty), 20.82.011 (Criminal penalties), 20.82.012 (Additional relief), or 20.82.013 (Subdivision violations).

H. Additional Notice to Others. The director may mail, or cause to be delivered, to all residential and/or nonresidential rental units in the structure, or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

I. Recording. A copy of the notice of violation may be filed with the county auditor when the responsible party fails to correct the violation and no appeal is filed, or the director requests that the city attorney take appropriate enforcement action. The director may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

J. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

Section 2. Section 20.82.009 of the Black Diamond Municipal Code is hereby amended to read as follows:

20.82.009 Appeal hearing.

A. The public hearing on an appeal shall include the following elements and be conducted as follows:

1. The hearing examiner shall set the time and place of the hearing, and arrange for notice of the public hearing to be provided, except in cases involving an expedited hearing. For expedited hearings, notice of the hearing shall be provided to the appellant and every reasonable effort shall be made to schedule the hearing within one week after receipt of the appeal.
2. A party to the appeal may participate personally or by an attorney.
3. The hearing examiner shall, at the appropriate stage in the proceeding, give all parties full opportunity to submit and respond to motions and file briefs and objections.
4. If the person requesting the hearing fails to attend or participate in the hearing (other than filing the timely request for an appeal hearing as provided in this chapter), the hearing examiner may issue a default order of dismissal.

5. To the extent necessary for full disclosure of all relevant facts and issues, the hearing examiner shall afford to all parties the opportunity to respond, present evidence and argument, conduct cross-examination and submit rebuttal evidence.

6. The hearing examiner shall cause the hearing to be recorded by a method chosen by the city, which shall allow preparation of a verbatim transcript.

7. The hearing shall be open to public observation.

8. All testimony of parties and witnesses shall be made under oath or affirmation.

9. Ex parte communications shall be addressed as set forth in Chapter 42.36 RCW.

10. The scope and standard of review shall be de novo. The city shall have the initial burden of proof in cases involving notices of violation, stop work orders, emergency orders or penalties to demonstrate by a preponderance of the evidence the existence of a violation or that the legal standard for imposing the penalty has been met. The examiner shall grant substantial weight or otherwise accord deference whenever directed by ordinance or statute.

11. After the conclusion of the public hearing, the hearing examiner may allow the parties a designated time for the submission of memos, briefs or proposed findings, as long as the hearing examiner can still issue his/her final decision according to any applicable deadline established by this chapter.

12. At or after the appeal hearing on a notice of violation, the hearing examiner may:

a. Sustain the notice of violation;

b. Withdraw the notice of violation;

c. Continue the review to a date certain for receipt of additional information;

d. Modify the notice of violation, which may include an extension of the compliance date.

B. Except with regard to expedited hearings, the hearing examiner shall issue written findings of fact and conclusions of law within 10 calendar days of the date of the completion of the hearing and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible. A copy of the final decision may be recorded against the property in the county auditor's

office. The decision on expedited hearings shall issue within five business days after the completion of the hearing.

C. The decision of the hearing examiner shall be final on a notice of violation, and no further administrative appeal may be filed. In order to appeal the decision of the hearing examiner on a notice of violation, a person with standing to appeal must file an appeal of the decision to superior court as provided under Chapter 36.70C RCW within the deadline set forth in RCW 36.70C.040. Following a finding of the hearing examiner of the existence of a violation at the appeal hearing, continuing penalties may be imposed. Penalties for continuing violations that were not identified in the appealed Notice of Violation may only be imposed by the provision of additional notices of violation and an opportunity for an appeal hearing. ~~No additional penalty for a continuing violation may be imposed without the provision of additional notices and opportunity for a hearing.~~

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

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

Section 5. Effective Date. This Ordinance shall become effective five days after publication as provided by law.

PASSED by the Council and approved by the Mayor of the City of Pacific, this ____th day of _____, 2016.

CITY OF PACIFIC

Mayor Leanne Guier

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol Morris, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



TO: Mayor Guier and City Council Members

FROM: Jack Dodge, Community Development Manager

MEETING DATE: April 25, 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:

Approve Resolution No. 2016-334 and the contract for the appraisals of the Morgan and Tacoma Blvd. properties.

Motion:

I move to approve Resolution No. 2016-334, authorizing the execution of an agreement with CIC Valuation Group , in the amount of \$13,000, to conduct appraisals of the Morgan and Tacoma Boulevard properties.

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 25th 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 – 3rd 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.

3. **Terms.** This Agreement shall commence on May 9, 2016, (“Commencement Date”) and shall terminate on June 20, 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.
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:

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 – 3rd 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: Keith Dang
Name: Keith Dang, MAI

Date: _____

Title: Owner

Date: 04/22/2016

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

February 25, 2016

Mr. Jack Dodge, Community Development Manager
Community Development Department
100 3rd 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
Website: 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 9th 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 \$210,000. 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 108th 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 5th Ave, 52nd 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, 5th 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE FARM INSURANCE KEN RUSTAD INSURANCE AGENCY PO BOX 1210 NORTHBEND, WA 98045	CONTACT NAME: KEN RUSTAD PHONE (A/C, No, Ext): 425-888-0421 FAX (A/C, No): 425-831-6392 E-MAIL ADDRESS: KEN.RUSTAD.CH1D@STATEFARM.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CIC VALUATION GROUP INC C/O VALUATION GROUP INC. 12729 NORTHRUP WAY STE 7 BELLEVUE, WA 98005-1935	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	98-08-4149-6	10/26/2015	10/26/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BUSINESS-OFFICE
 The Certificate holder is an additional insured.

CERTIFICATE HOLDER

City of Pacific, its elected officials, officers, employees, volunteers and agents
 100 3rd Avenue SE
 Pacific, WA 98047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lane Morgan Property

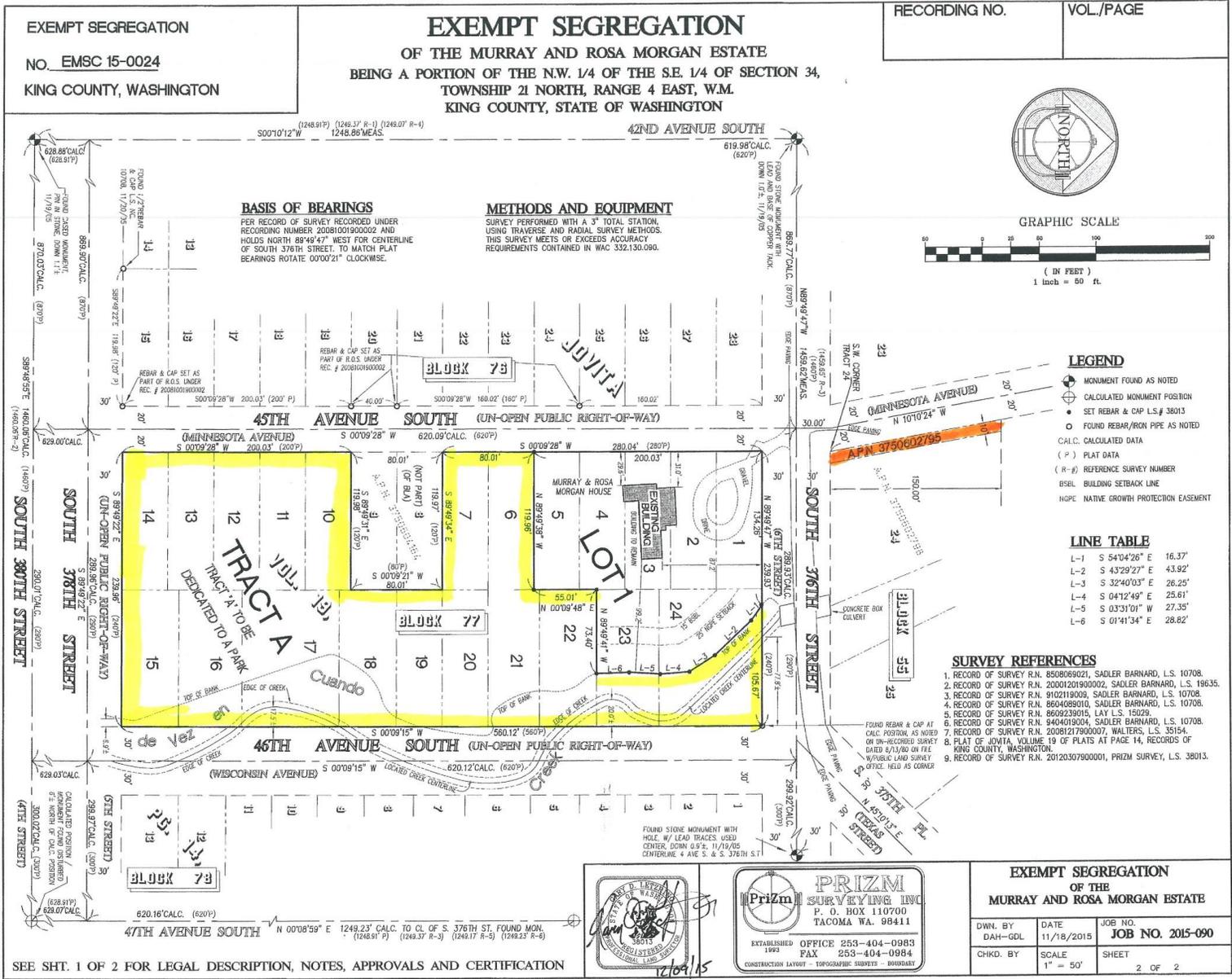
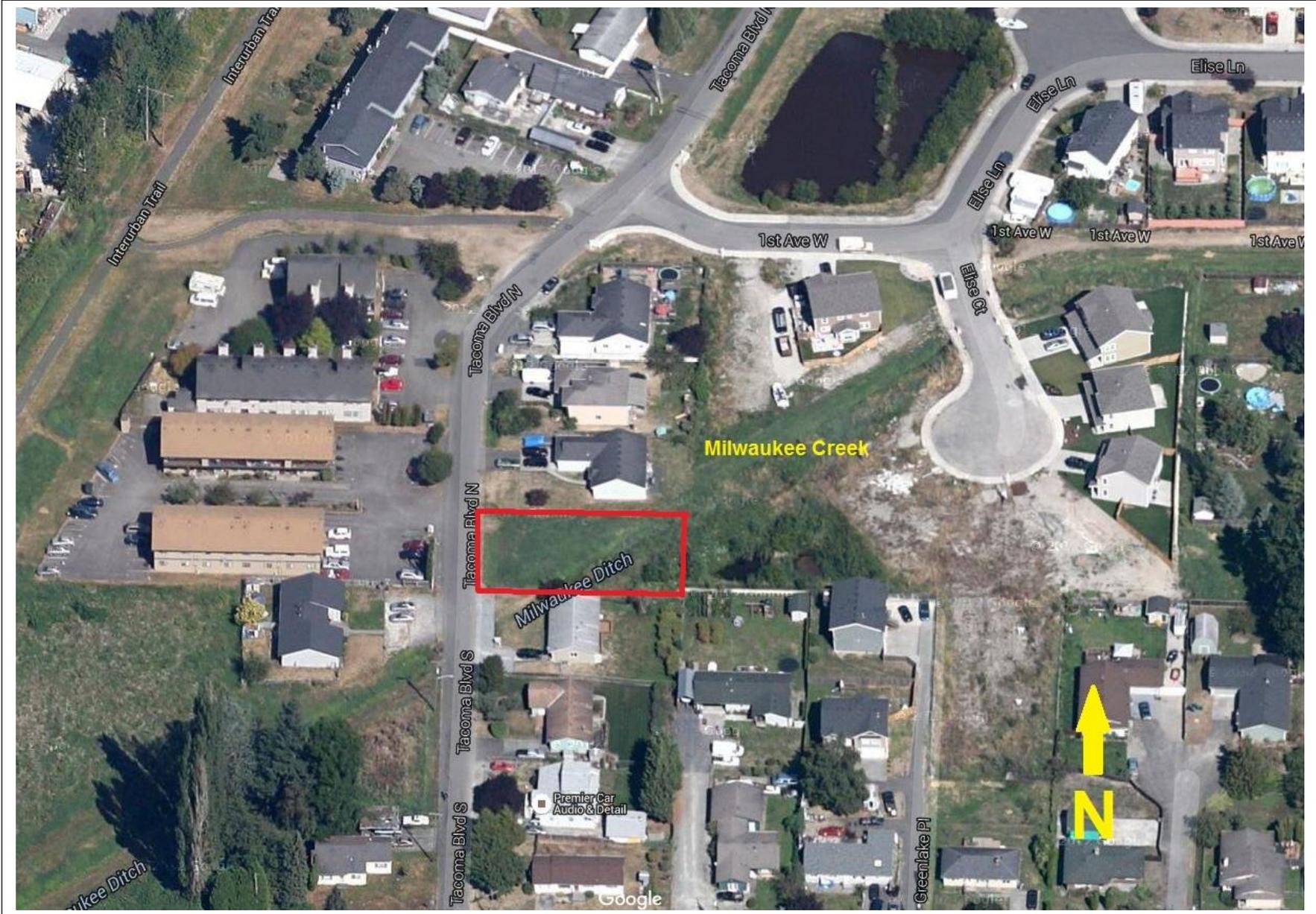


Exhibit A

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**

ATTACHMENTS:

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

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 25TH 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 – 3rd 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 30th 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 – 3rd Avenue S.E.
Pacific, WA 98047

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

AHBL, Inc.
Attn: Mr. Sean Comfort
2215 North 30th 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

Items	Description	Task No.	Amount
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
Total Services not to exceed			\$2,950

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

ATTACHMENTS:

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

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.

WHEREAS, the City of Pacific Public Works Department has found that the reserved utility easement from the 4th 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 25th 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 – 3rd Avenue S.E.
Pacific, WA 98047**

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

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

JERALD D. ECK 411 REAL ESTATE, LLC

By: _____ [_____]

Its: Managing Member

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that Steve Greiling personally appeared before me, is known to be the Managing Member and authorized agent of JERALD D. ECK 411 REAL ESTATE, LLC, a Washington Limited Liability Company, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal this _____ day of _____, 2016.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

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 OPPOSITLY 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.

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 Earl Clark and VERLA 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

ATTACHMENTS:

- Resolution No. 2016-337
- Easement Documents

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**

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 25th 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; 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 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).

² 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.

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 17th 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 4th 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

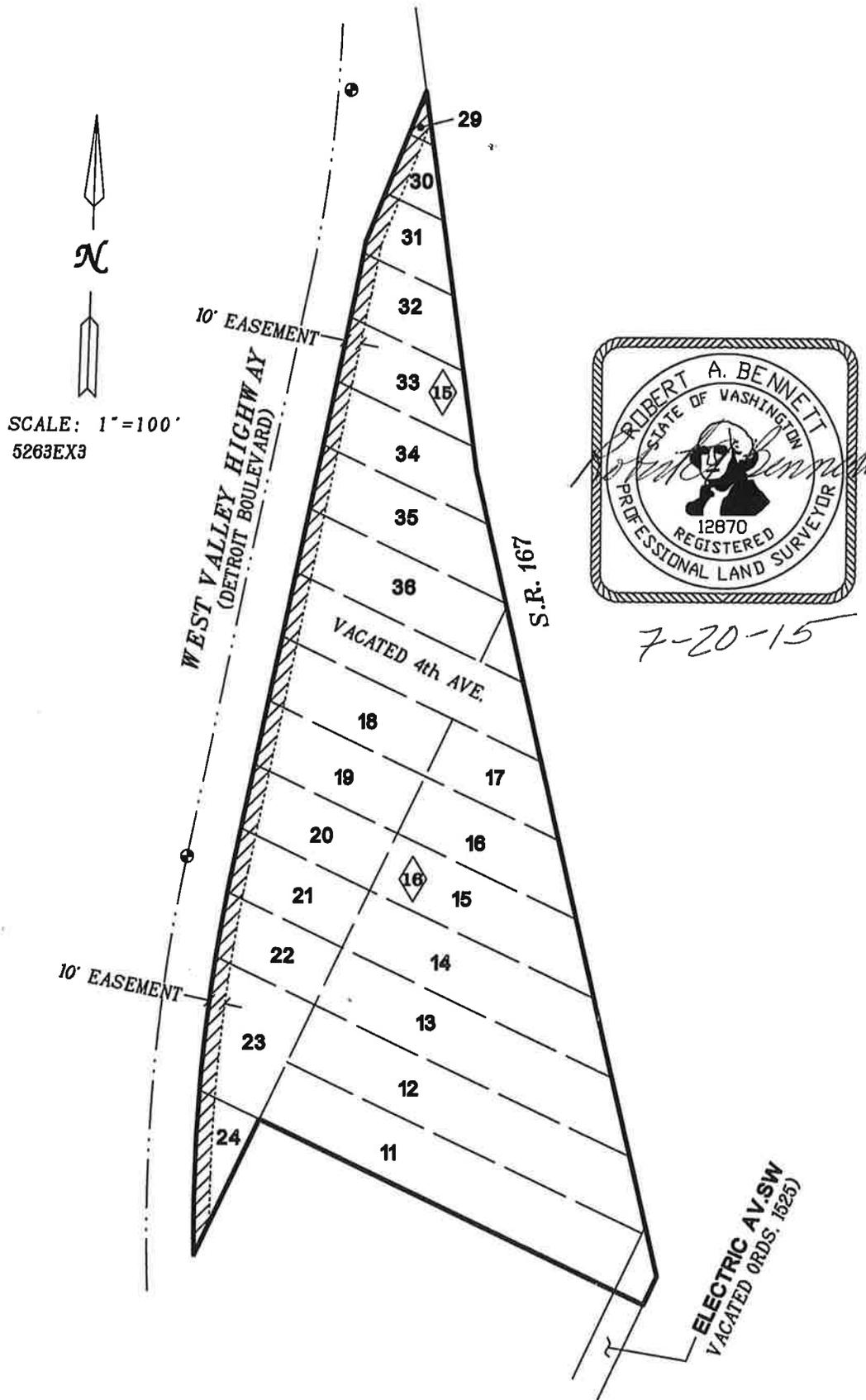
State of Washington)
)ss
County of)

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



Agenda Bill No. 16-0**46**

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 4th 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 4th 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 25th 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 – 3rd Avenue S.E.
Pacific, WA 98047**

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

Document Title(s) (or transactions contained therein): INGRESS, EGRESS AND STORM Easement
Reference Number(s) of Documents assigned or released: N/A Additional reference #'s on page _____ of document
Grantor(s) JERRY ECK, MANAGING PARTNER OF 411 REAL ESTATE, LLC <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s) THE CITY OF PACIFIC, a Washington municipal corporation <input type="checkbox"/> Additional names on page _____ of document.
Legal description (abbreviated) SW ¼ OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M. <input type="checkbox"/> Additional legal is on page ____ of document.
Assessor's Property Tax Parcel/Account Number: 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: 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 B
LEGAL DESCRIPTION OF EASEMENT AREA

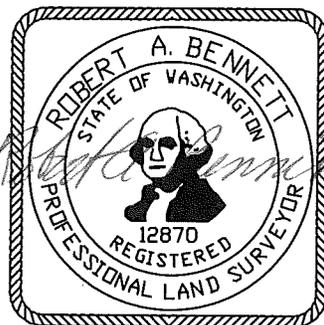
A 10 FOOT STORM EASEMENT 5 FOOT EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

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.

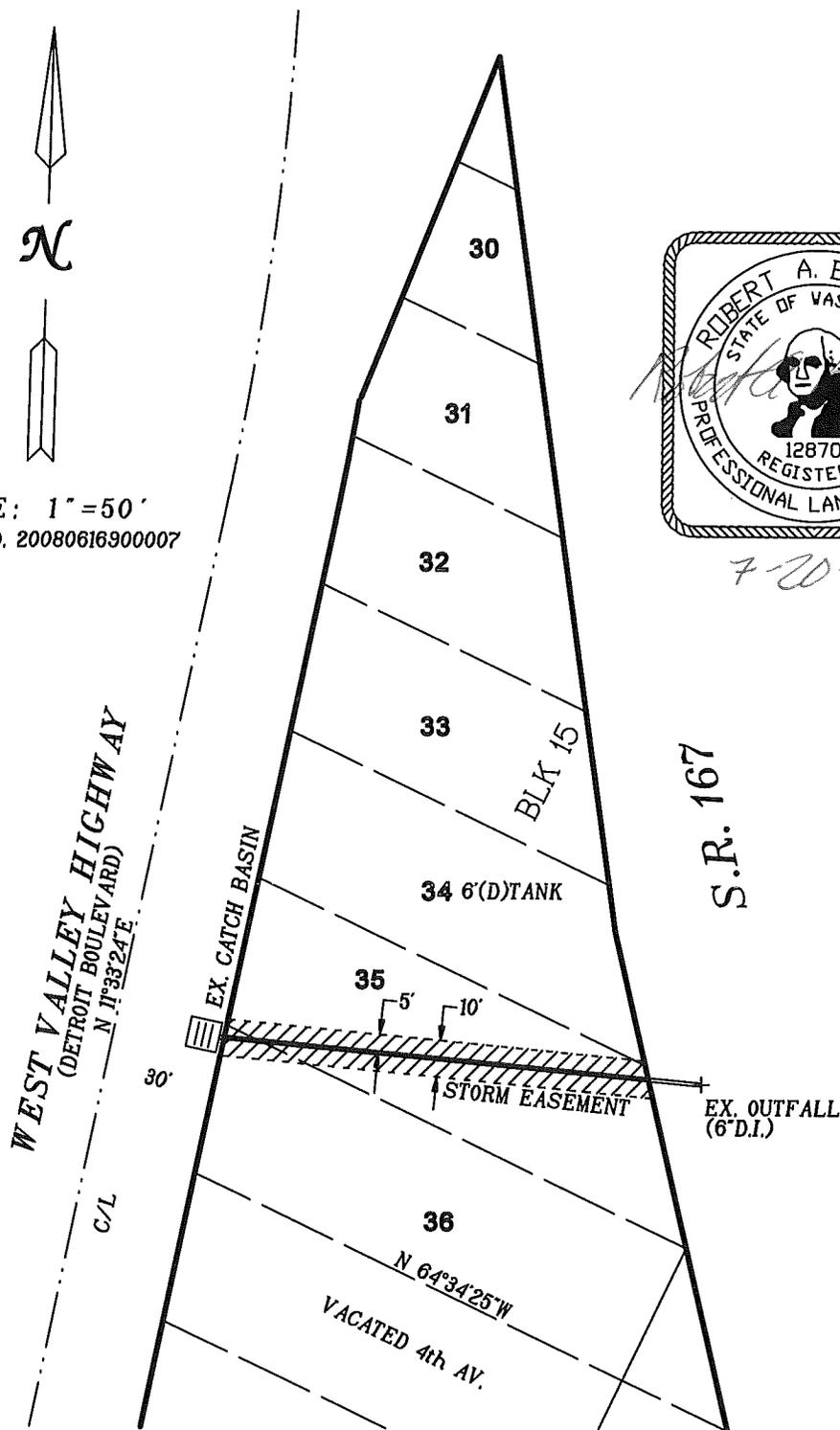
EXHIBIT C
MAP OF EASEMENT AREA



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



7-20-15



When recorded return to:

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

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

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

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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.

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B EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

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

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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.

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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.

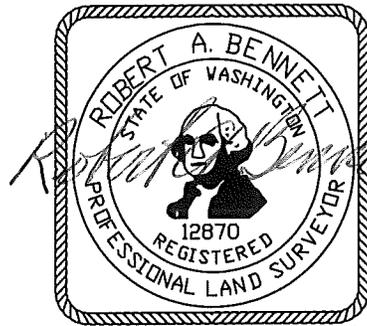
TOGETHER WITH THAT PORTION OF VACATED ELECTRIC AVENUE SOUTHWEST AS PER THE CITY OF PACIFIC ORDINANCE NO. 1525 DATED APRIL 8, 2002 ABUTTING SAID LOTS 11 AND 12 OF SAID BLOCK 16 OF C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 1. ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME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

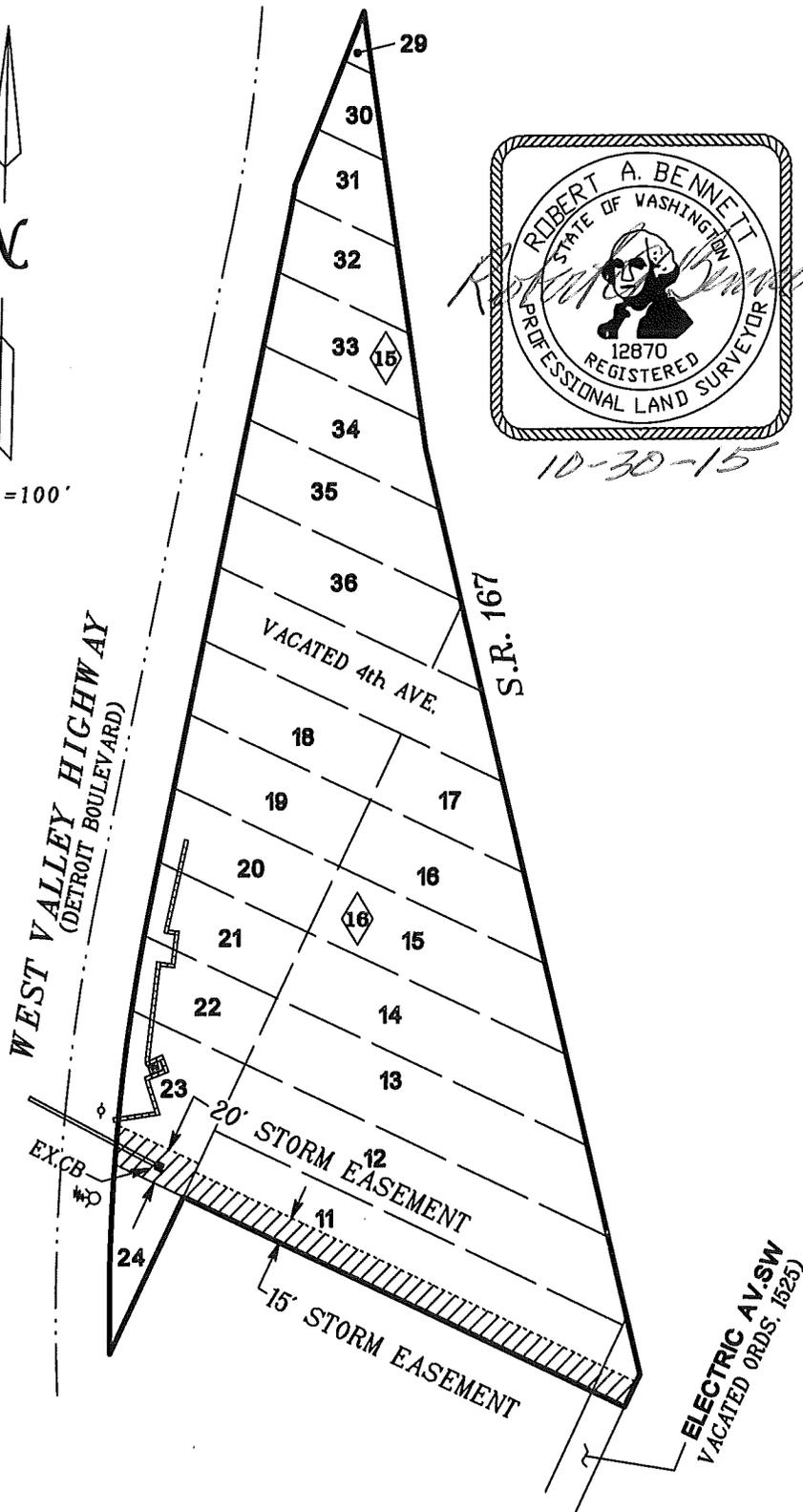
EXHIBIT C
MAP OF EASEMENT AREA



SCALE: 1"=100'



10-30-15





Agenda Bill No. 16-04**7**

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

ATTACHMENTS:

- Resolution 2015-339
- Grant Application

Previous Council Review Date: N/A

Summary: This grant request is for construction funds for Milwaukee Boulevard from Ellingson Road to 5th 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 5th 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 5TH 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 5th 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 25th 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

Introduction

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

King Countywide

Comments from PSRC

TBD

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

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

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

Agenda Bill No. 16-04**8**

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.

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 25th 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: Stewart Road (8th Street E)
Competition Pierce Countywide
Status submitted
Submitted: March 29th, 2016 8:38 AM
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

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

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

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

Federal Functional Classification

Functional class name

14 Urban Principal 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, 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
		150

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

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 25th 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: 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

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

Construction

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

Other

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

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

ATTACHMENTS:

- Resolution 2016-342
- Grant Application

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 1st 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 1st 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 1ST AVENUE WEST.

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 25th 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: 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

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

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

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



Agenda Bill No. 16-037

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

ATTACHMENTS:

2016 First Quarter Financial Reports

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

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 13th 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

Time: 16:10:42 Date: 04/11/2016
Page: 1

January To March

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%
FUND GAIN/LOSS:	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		
FUND NET POSITION:	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		
Total Investments		6,658,050				

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>
Total Investments	100%	6,691,954.05

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	
Net Cash in Bank	1,570,744.81

Total Cash	8,262,698.86
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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 Reserv	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 Projec	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%
	30,202,518.11	10,633,714.57	35.2%	22,427,866.51	2,371,015.71	10.6%

2016 First Quarter Financial Reports

Enclosed are the fund reports as of March 31st (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 13th to approve them to go to the Council for review and a motion to approve (April 25th 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

ATTACHMENTS:

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

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 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

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

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

73,665.4260
CITY OF PACIFIC

AGENDA BILLS

AGENDA ITEM NO. Consent Agenda 10A MEETING DATE: April 25, 2016
SUBJECT: Claim Voucher & Payroll Approval PREPARED BY: Richard Gould, Finance Director

SUMMARY:

Approval of Payroll for the period of April 1, 2016 through April 15, 2016; Claims Voucher for April 12, 2016 through April 25, 2016.

PAYROLL AUTO DEPOSIT		\$ 68,137.30
PAYROLL CHECKS:	4949 - 4952	\$ 1,620.06
EFT'S		\$ 59,816.46
CLAIMS CHECKS:	46650 - 46707	\$ 319,971.86
CLAIMS CHECKS VOIDED:	46434	

TOTAL EXPENDITURES: \$ 449,545.68

RECOMMENDATION: Approval of payment for Payroll and Claims

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

ATTACHMENTS: Check Registers and Payroll Expense itemization

CHECK REGISTER

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2546	04/22/2016	Claims	1	EFT	WA ST DEPARTMENT OF REVENUE	9,859.55	Excise Tax And B&O For March 2016
2591	04/15/2016	Claims	1	EFT	WA ST DEPT OF LICENSING	291.00	CPL's Processed For March 2016
2597	04/22/2016	Payroll	1	EFT	WA ST DEPT LABOR & INDUSTRIES	15,344.20	1ST Quarter 01/01/2016 - 03/31/2016
2598	04/22/2016	Payroll	1	EFT	EMPLOYMENT SECURITY DEPARTMENT	3,789.99	1ST Quarter 01/01/2016 - 03/31/2016
2653	04/20/2016	Payroll	1	EFT		214.61	04/01/16 - 04/15/16 Payroll
2654	04/20/2016	Payroll	1	EFT		2,429.41	04/01/16 - 04/15/16 Payroll
2655	04/20/2016	Payroll	1	EFT		1,928.91	04/01/16 - 04/15/16 Payroll
2656	04/20/2016	Payroll	1	EFT		4,054.88	04/01/16 - 04/15/16 Payroll
2657	04/20/2016	Payroll	1	EFT		2,236.44	04/01/16 - 04/15/16 Payroll
2658	04/20/2016	Payroll	1	EFT		2,309.37	04/01/16 - 04/15/16 Payroll
2659	04/20/2016	Payroll	1	EFT		422.71	04/01/16 - 04/15/16 Payroll
2661	04/20/2016	Payroll	1	EFT		1,439.57	04/01/16 - 04/15/16 Payroll
2662	04/20/2016	Payroll	1	EFT		1,348.98	04/01/16 - 04/15/16 Payroll
2663	04/20/2016	Payroll	1	EFT		2,108.50	04/01/16 - 04/15/16 Payroll
2664	04/20/2016	Payroll	1	EFT		92.05	04/01/16 - 04/15/16 Payroll
2666	04/20/2016	Payroll	1	EFT		3,343.95	04/01/16 - 04/15/16 Payroll
2667	04/20/2016	Payroll	1	EFT		317.91	04/01/16 - 04/15/16 Payroll
2668	04/20/2016	Payroll	1	EFT		878.30	04/01/16 - 04/15/16 Payroll
2669	04/20/2016	Payroll	1	EFT		2,390.37	04/01/16 - 04/15/16 Payroll
2670	04/20/2016	Payroll	1	EFT		92.05	04/01/16 - 04/15/16 Payroll
2671	04/20/2016	Payroll	1	EFT		2,221.93	04/01/16 - 04/15/16 Payroll
2672	04/20/2016	Payroll	1	EFT		182.52	04/01/16 - 04/15/16 Payroll
2673	04/20/2016	Payroll	1	EFT		1,276.02	04/01/16 - 04/15/16 Payroll
2674	04/20/2016	Payroll	1	EFT		1,347.31	04/01/16 - 04/15/16 Payroll
2675	04/20/2016	Payroll	1	EFT		2,791.35	04/01/16 - 04/15/16 Payroll
2676	04/20/2016	Payroll	1	EFT		1,809.32	04/01/16 - 04/15/16 Payroll
2677	04/20/2016	Payroll	1	EFT		2,370.90	04/01/16 - 04/15/16 Payroll
2678	04/20/2016	Payroll	1	EFT		91.45	04/01/16 - 04/15/16 Payroll
2679	04/20/2016	Payroll	1	EFT		2,501.76	04/01/16 - 04/15/16 Payroll
2680	04/20/2016	Payroll	1	EFT		82.05	04/01/16 - 04/15/16 Payroll
2681	04/20/2016	Payroll	1	EFT		1,751.08	04/01/16 - 04/15/16 Payroll
2682	04/20/2016	Payroll	1	EFT		160.36	04/01/16 - 04/15/16 Payroll
2683	04/20/2016	Payroll	1	EFT		1,945.84	04/01/16 - 04/15/16 Payroll
2684	04/20/2016	Payroll	1	EFT		1,805.33	04/01/16 - 04/15/16 Payroll
2685	04/20/2016	Payroll	1	EFT		1,690.75	04/01/16 - 04/15/16 Payroll
2686	04/20/2016	Payroll	1	EFT		2,058.63	04/01/16 - 04/15/16 Payroll
2687	04/20/2016	Payroll	1	EFT		1,275.08	04/01/16 - 04/15/16 Payroll
2688	04/20/2016	Payroll	1	EFT		2,091.78	04/01/16 - 04/15/16 Payroll
2689	04/20/2016	Payroll	1	EFT		1,612.34	04/01/16 - 04/15/16 Payroll
2691	04/20/2016	Payroll	1	EFT		2,324.07	04/01/16 - 04/15/16 Payroll
2692	04/20/2016	Payroll	1	EFT		1,682.68	04/01/16 - 04/15/16 Payroll
2694	04/20/2016	Payroll	1	EFT		1,239.99	04/01/16 - 04/15/16 Payroll
2695	04/20/2016	Payroll	1	EFT		1,754.88	04/01/16 - 04/15/16 Payroll
2696	04/20/2016	Payroll	1	EFT		2,201.72	04/01/16 - 04/15/16 Payroll
2697	04/20/2016	Payroll	1	EFT		1,393.93	04/01/16 - 04/15/16 Payroll
2698	04/20/2016	Payroll	1	EFT		1,462.69	04/01/16 - 04/15/16 Payroll
2699	04/20/2016	Payroll	1	EFT		1,403.53	04/01/16 - 04/15/16 Payroll
2743	04/25/2016	Claims	1	EFT	COLUMBIA BANK CARDMEMBER SERVICE	3,346.86	
2758	04/20/2016	Payroll	1	EFT	INTERNAL REVENUE SERVICE	26,559.86	941 Deposit For 04/20/2016 - 04/20/2016

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2759	04/20/2016	Payroll	1	EFT	WA ST DEPT RETIREMENT SYSTEM	625.00	04/20/2016 To 04/20/2016 - DCP - DRS
2660	04/20/2016	Payroll	1	4949		1,353.91	04/01/16 - 04/15/16 Payroll
2665	04/20/2016	Payroll	1	4950		87.05	04/01/16 - 04/15/16 Payroll
2690	04/20/2016	Payroll	1	4951		92.05	04/01/16 - 04/15/16 Payroll
2693	04/20/2016	Payroll	1	4952		87.05	04/01/16 - 04/15/16 Payroll
2760	04/25/2016	Claims	1	46650	ADMINISTRATIVE OFFICE OF THE COURTS	130.00	COURT: KELLY RYDBERG 2016 DMCMA ANNUAL CONFERENCE
2761	04/25/2016	Claims	1	46651	LP-07-001 SEPA-07-001 ANTHEM HEIGHTS	2,000.00	CD: DEPOSIT REFUND PERMIT #103052 ANTHEM HEIGHTS
2762	04/25/2016	Claims	1	46652	CITY OF AUBURN	3,465.83	MARCH 2016 IT SERVICE
2763	04/25/2016	Claims	1	46653	AUS WEST LOCKBOX	81.34	POLICE: DOOR MATS; CITY HALL: DOORS MATS
2764	04/25/2016	Claims	1	46654	DAWN BETTINGER	1,050.00	COURT: CONFLICT PUBLIC DEFENSE
2765	04/25/2016	Claims	1	46655	BRAT WEAR	1,004.30	POLICE: M. HONG UNIFORM; POLICE: SGT. BOS UNIFORM
2766	04/25/2016	Claims	1	46656	BUILDERS EXCHANGE OF WASHINGTON	45.00	PW: PUBLISH PROJECTS ONLINE
2767	04/25/2016	Claims	1	46657	CENTURYLINK	96.00	
2768	04/25/2016	Claims	1	46658	CHEHALIS TRIBAL POLICE DEPARTMENT	820.00	POLICE: INMATE HOUSING
2769	04/25/2016	Claims	1	46659	CITY OF AUBURN	151.48	UTILITIES
2770	04/25/2016	Claims	1	46660	COASTAL FARM & RANCH	148.75	PW: STORM SUPPLIES
2771	04/25/2016	Claims	1	46661	CONFEDERATE TRIBES OF THE CHEHALIS RESER	820.00	POLICE: INMATE HOUSING
2772	04/25/2016	Claims	1	46662	CONSOLIDATED SUPPLY CO	1,283.16	PW: WEBSTONE LIFT STATION REPAIRS
2773	04/25/2016	Claims	1	46663	CORDI & BEJARANO INC	1,531.75	COURT: PROSECUTING ATTORNEY
2774	04/25/2016	Claims	1	46664	DATABAR INCORPORATED	1,672.14	PW: MARCH 2016 UTILITY BILLING
2775	04/25/2016	Claims	1	46665	CITY OF FIFE	98.00	POLICE: FEB. 2016 INMATE LODGING
2776	04/25/2016	Claims	1	46666	FINISH LINE CLEANING	3,020.00	CITY HALL, REC & SR. CENTER, PD: JANITORIAL SERVICES
2777	04/25/2016	Claims	1	46667	H D FOWLER CO INC	477.85	PW: SUPPLIES; PW: SUPPLIES; PW: SUPPLIES
2778	04/25/2016	Claims	1	46668	HONEY BUCKET	72.00	PW: HONEY BUCKET RENTALS
2779	04/25/2016	Claims	1	46669	INTERCOM LANGUAGE SERVICES	561.84	COURT: INTERPRETER SERVICES
2780	04/25/2016	Claims	1	46670	JAYMARC - AV	36,474.97	
2781	04/25/2016	Claims	1	46671	KC FINANCE I-NET	375.00	MARCH 2016 KCIT INET
2782	04/25/2016	Claims	1	46672	ELENA KERRIGAN	500.00	COURT: INTERPRETER SERVICES
2783	04/25/2016	Claims	1	46673	KING COUNTY DIRECTORS' ASSOC	247.27	PW: OFFICE SUPPLIES; PW: OFFICE SUPPLIES; POLICE: SUPPLIES

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2784	04/25/2016	Claims	1	46674	KING COUNTY FINANCE	220,429.96	WASTEWATER; 2016 KING COUNTY NOXIOUS WEED CONTROL
2785	04/25/2016	Claims	1	46675	LEXISNEXIS	95.18	POLICE: MARCH 2016 CONTRACT FEE
2786	04/25/2016	Claims	1	46676	LOWE'S COMPANIES, INC	125.62	PW: SUPPLIES
2787	04/25/2016	Claims	1	46677	EDWIN MASSEY JR	206.58	POLICE: REIMB. TO LT. MASSEY FOR CARGO TRAILER REPAIRS; POLICE: REIMB. TO LT. MASSEY FOR BIKE RODEO SUPPLIES
2788	04/25/2016	Claims	1	46678	MCLENDON HARDWARE	296.24	PW: WATER/WELL SUPPLIES; PW: SHOP SUPPLIES; PARKS: SUPPLIES
2789	04/25/2016	Claims	1	46679	MERIDIAN SCALE	65.70	POLICE: CALIBRATION
2790	04/25/2016	Claims	1	46680	MOTION PICTURE LICENSING CORPORATION	582.63	SENIOR & YOUTH: MPLC JUNE 11, 2016-JUNE 11, 2017
2791	04/25/2016	Claims	1	46681	MOUNTAIN MIST	239.92	BOTTLED WATER
2792	04/25/2016	Claims	1	46682	NATIONAL CONSTRUCTION RENTALS	492.75	PW: 6 FT TEMP PANELS
2793	04/25/2016	Claims	1	46683	DAVID NEATHERY	272.40	COURT: INTERPRETER SERVICES
2794	04/25/2016	Claims	1	46684	O'REILLY AUTOMOTIVE, INC.	118.14	PW: SHOP SUPPLIES
2795	04/25/2016	Claims	1	46685	PACIFIC OFFICE AUTOMATION	164.29	POLICE: COPY MACHINE
2796	04/25/2016	Claims	1	46686	PETROCARD SYSTEMS INC	1,471.24	ACCT. #00-0077308 INV. #C051844
2797	04/25/2016	Claims	1	46687	PIERCE COUNTY BUDGET & FINANCE	5.34	2016 NOXIOUS WEED CONTROL
2798	04/25/2016	Claims	1	46688	PROFORCE MARKETING, INC.	1,080.77	POLICE: FNM SUPPLIES
2799	04/25/2016	Claims	1	46689	PUGET SOUND ENERGY	82.69	220003203878 TACOMA BLVD N & 1ST AVE. NW
2800	04/25/2016	Claims	1	46690	QUILL CORPORATION	111.07	POLICE: OFFICE SUPPLIES; POLICE: OFFICE SUPPLIES; POLICE: SUPPLIES; POLICE: SUPPLIES
2801	04/25/2016	Claims	1	46691	R&T HOOD & DUCT SERVICES	163.27	YOUTH: REPAIR/MAINTENANCE
2802	04/25/2016	Claims	1	46692	RH2 ENGINEERING, INC.	3,522.69	PW: WATER SYSTEM HYDRAULIC MODELING (PROJECT #516022)
2803	04/25/2016	Claims	1	46693	SCORE	9,897.05	POLICE: JAN. 2016 OUTSIDE HEALTH SERVICES; POLICE: MARCH 2016 INMATE HOUSING
2804	04/25/2016	Claims	1	46694	SHRED-IT USA INC.	120.74	COURT/FINANCE: SHREDDING; POLICE: SHREDDING SERVICES
2805	04/25/2016	Claims	1	46695	SUZANNE SMITH	250.00	PW: FLAGGER CERTIFICATION COURSE
2806	04/25/2016	Claims	1	46696	SOUTH AUBURN MEDICAL CLINIC INC.	110.00	PW: S. FRATELLA DOT PHYSICAL
2807	04/25/2016	Claims	1	46697	SPECTRUM ENTERPRISES	100.00	COURT: INTERPRETER SERVICES
2808	04/25/2016	Claims	1	46698	SUMNER LAWN 'N SAW	205.58	PW: PARKS & STREET

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2809	04/25/2016	Claims	1	46699	T M G SERVICES INC	4,265.55	PW: SODIUM HYDROXIDE INJECTION PUMPS SERVICE; PW: SERVICE ON CHLORINATOR & CHLORINE/PH. ANALYZER
2810	04/25/2016	Claims	1	46700	TERMINIX PROCESSING CENTER	60.23	SENIOR: PEST CONTROL
2811	04/25/2016	Claims	1	46701	US BANK N.A. - CUSTODY TREASURY DIV.	30.00	FINANCE: MARCH 2016 CUSTODY CHARGES
2812	04/25/2016	Claims	1	46702	UTILITIES UNDERGROUND LOCATE	87.72	PW: EXCAVATION NOTIFICATIONS MARCH 2016
2813	04/25/2016	Claims	1	46703	VALLEY COMMUNICATIONS	17,446.76	POLICE: MARCH 2016 911 CALLS; POLICE: 2016 Q1 WSP ACCESS
2814	04/25/2016	Claims	1	46704	VERIZON WIRELESS	1,337.30	POLICE: CELL PHONES
2815	04/25/2016	Claims	1	46705	WASHINGTON STATE PATROL	162.25	POLICE: BACKGROUND CHECKS
2816	04/25/2016	Claims	1	46706	WASHINGTON TRACTOR	217.28	PW: PARK SUPPLIES; PW: MOWER MAINTENANCE; PW: PARKS SUPPLIES
2817	04/25/2016	Claims	1	46707	WELLS FARGO FINANCIAL LEASING	28.24	SENIOR: COPY MACHINE LEASE

000	70.54	
001 General Fund	138,460.44	
098 General Fund Equipment Reserve	36,474.97	
101 Street	5,682.56	
401 Water	28,050.22	
402 Sewer	236,709.66	
409 Storm	10,970.72	
499 Utilities Equipment Reserve	1,199.96	
630 Developer Deposit	2,000.00	
800 Payroll EE Benefit Clearing	-10,073.39	
	449,545.68	
	Claims:	333,469.27
	Payroll:	116,076.41

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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Voucher Approval

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

on: _____.

Council Member: _____

Council Member: _____

Council Member: _____

Reviewed for Accuracy

Finance Director: _____