

**CITY OF PACIFIC
WASHINGTON**

ORDINANCE NO. 12-1836

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH CAROL INCH REGARDING RELOCATION OF A HOUSE AND
CITY PERMIT ISSUANCE**

WHEREAS, Carol Inch has purchased one (1) house from King County to be relocated from White River Estates to 432 Butte Avenue S; and

WHEREAS, Ms. Inch has applied for a Relocation Permit from the City of Pacific which is being reviewed and is ready for issuance once Ms. Inch completes other associated permits, such as a Site Development Permit and a Building Permit with approved plans; and

WHEREAS, these permits require several weeks more to complete, however, time is of the essence since conditions contained within the Purchase/Sale Agreement with King County mandates that the house must be off County property no later than December 31, 2012; and

WHEREAS, Carol Inch is submitting timely permit materials and City of Pacific staff is duly processing the materials in a timely manner; and

WHEREAS, Pacific Municipal Code 16.14.020 (A) [1] states that “in addition to other violations of these development regulations, it shall be a violation of these development regulations to proceed with a development that requires a permit without first obtaining the permit”; and

WHEREAS, Administrative issuance of the Relocation Permit prior to the formal completion of the other required permit processes creates the necessity to develop and implement a Memorandum of Understanding between the City and Ms. Inch; and

WHEREAS, Inch is willing to provide the City with a financial surety that will guarantee completion of the project or demolition of the house;

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

Section 1. The Pacific City Council hereby authorizes the Mayor of the City of Pacific to execute a Memorandum of Understanding (attached as Exhibit A) with Ms. Carol Inch.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase

of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be in full force and take effect five (5) days after its publication according to law.

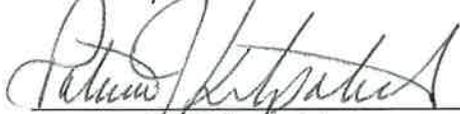
ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 26TH DAY OF NOVEMBER, 2012.

CITY OF PACIFIC



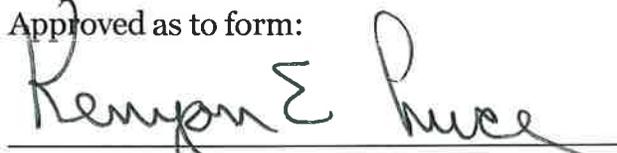
Cy Sun, Mayor

ATTEST/AUTHENTICATED:



Patricia J. Kirkpatrick, MMC, City Clerk

Approved as to form:



Kenyon Luce, City Attorney

**EXHIBIT A
TO
ORDINANCE NO. 12-1836**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PACIFIC AND CAROL INCH**

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing the terms of the understanding between the City of Pacific (Pacific) and Carol Inch regarding application for one (1) City of Pacific Building Relocation permit, and proposed Site Development and Building Permit.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The proposed King County Flood Control Zone District Right Bank Set back levy project will preserve Pacific residential property values and the respective Pacific residents' investments. However, demolition of the single family homes purchased in White River Estates Subdivision for those stated purposes can disrupt the neighborhood, lower property values; and

Relocating the structures within close proximity to their current locations, rather than demolishing them can result in less disruption to the existing neighborhood, continue to keep the homes on the tax roles, and help the City meet its required Growth Management Act density requirements; and

To that end, King County formally bid 11 homes on White River Drive that were purchased over various times for possible relocation in 2011. In August 2012, King County purchased one additional property. Carol Inch bid on and purchased the home on this lot, and now must relocate the structure off of King County property no later than December 31, 2012.

All parties to the MOU agree that it is to their mutual interest and benefit to work cooperatively to implement measures that are related to the timely relocation of a single-family dwelling owned by Carol Inch from its current location on King County Parcel No. 935950-0360, 369 White River Drive, to King County Parcel No. 359960-0174, 432 Butte Avenue S, which is owned by Inch.

C. ALL PARTIES AGREE:

Time is of the essence since as a condition of the sale of the home to Inch, all structures would need to be relocated off King County property no later than December 31, 2012; and

The City of Pacific requires a Demolition Permit for the removal of structures within the City to assure compliance with the Pacific Municipal Code and the safety and repose of the community. King County shall secure a demolition permit for the property addressed as 369 White River Drive; and

In order to relocate a structure in the City of Pacific, a Relocation Permit, and a Street Overload Permit accompanied by associated Permit fees, is required to be obtained prior to initiating work. Inch has applied for a Relocation Permit for the house addressed as 369 White River Drive.

The proposed relocation site for the home owned by Inch is known as 432 Butte Avenue S, King County Parcel No 3599600174 and is owned by Inch. The placement of these structures on the property requires a Site Development Permit, and Building Permit being issued by the City prior to the placement (or construction of) structures on said parcel. The City of Pacific has received and is processing proposed Permit No - SD-12-003 from Inch.

Because the normal timeline for approval of said permits would likely extend beyond the deadline set by King County for the removal of the dwelling and would unduly delay the construction of the new foundations into the rainy season, Inch is requesting approval of the Relocation Permit prior to the final approval of the other identified permits;

Pacific wishes to have guarantees in place to assure that the final project is completed in a timely manner and that the dwellings unit situated on its new lot in complete conformance with the subdivision, zoning and building codes in effect at the time of complete application for all required permits;

NOW THEREFORE, the City of Pacific and Carol Inch do hereby agree that:

Section 1. The Relocation Permit submitted and reviewed by City staff appear to meet all requirements of the City of Pacific and is ready to be issued upon execution of this MOU.

Section 2. Inch agrees to post a Financial Surety in an amount sufficient enough to pay the costs associated with the permanent placement of the single family unit in the event of Inch not being able to complete the project in a timely manner, with completion of the project to mean final inspection, and timely manner to be as per the Uniform Building Code.

Section 3. Inch agrees to continue to take all steps to expeditiously submit the necessary materials that will result in an approved City of Pacific Permit No. SD-12-003.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA).

Any information furnished to State or local governmental agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552 or 20 ILCS 140 et seq).

2. PARTICIPATION IN SIMILAR ACTIVITIES.

This instrument in no way restricts the City of Pacific or Carol Inch from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION/TERMINATION.

This MOU takes effect upon the signature of the City of Pacific and Carol Inch and shall remain in effect through January 2, 2013? at which time it will expire unless extended. This MOU may be extended or amended upon written request of either City of Pacific or Carol Inch and the subsequent written concurrence of the other. Either the City of Pacific or Carol Inch may withdraw from this MOU with a 30-day written notice to the other.

4. RESPONSIBILITIES OF PARTIES.

Pacific and Inch will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. PRINCIPAL CONTACTS.

The principal contacts for this instrument are:

Name	Cy Sun	Name	Carol Inch
Organization	City of Pacific	Address	5020 38 th St. Ct. NE
Address	100 3 rd Ave SE Pacific, WA 98047		Tacoma, WA98422-3043
Phone Number	(253) 929-1108	Phone Number	(206) 331-8441
Email	csun@ci.pacific.wa.us	Email	

6. MODIFICATION.

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a multilaterally executed written modification, signed and dated by all parties, prior to any changes being performed.

7. THIS MOU REFLECTS AN ENTIRELY VOLUNTARY COMMITMENT BETWEEN THE PARTIES.

This MOU in no way obligates or restricts the activity of any party. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party or parties.

8. AUTHORIZED REPRESENTATIVES.

By signature below, the parties to this MOU certify that the individuals listed in this document as representatives of the parties hereto are authorized to act in their respective areas for matters related to this agreement.

9. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 26th day of November 2012.

CITY OF PACIFIC



Cy Sun, Mayor
100 3rd Avenue SE
Pacific, WA 98047

CAROL INCH



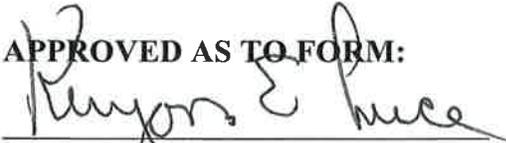
Carol Inch
5020 38th St. Ct. NE
Tacoma, WA 98422-3043

ATTEST:



Patricia J. Kirkpatrick, City Clerk

APPROVED AS TO FORM:



Kenyon Luce, City Attorney



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

December 3, 2012

Ms. Carol Inch
5020 38th St. Ct. NE
Tacoma, WA 98422-3043

RE: Memorandum of Understanding
Ordinance No. 12-1836

Dear Ms. Inch,

Enclosed please find two original signed Memorandum of Understanding for your review. Please sign and return one original to me in the enclosed self-addressed stamped envelope.

Should you have any questions or wish to discuss this matter further, please feel free to contact me.

Sincerely,

Patti Kirkpatrick, MMC
City Clerk/Personnel Manager

c/encls. Planning Department