

**CITY OF PACIFIC  
WASHINGTON**

**ORDINANCE NO 1809**

**ORIGINAL**

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

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**WHEREAS**, Mr. James Dent has purchased one (1) home from King County to be relocated from White River Estates; and

**WHEREAS**, Dent has applied for a Relocation Permit from the City of Pacific which is being reviewed and is ready for issuance once Mr. Dent 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 mandate that the homes must be off County property no later than October 1, 2011; and

**WHEREAS**, Dent is submitting timely permit materials and 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 Permits prior to the formal completion of the other required permit processes creates the necessity to develop and implement an Memorandum of Understanding between the City and Mr. Dent ; and

**WHEREAS**, Dent 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, DOES 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 Mr. James Dent.

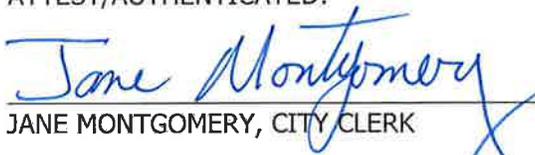
**Section 2. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 3. Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after the date of publication.

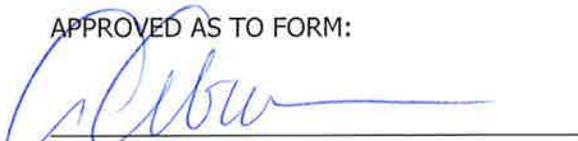
CITY OF PACIFIC

  
\_\_\_\_\_  
RICHARD HILDRETH, MAYOR

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
JANE MONTGOMERY, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ALBERT A. ABUAN, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF PACIFIC AND JAMES AND PATTY DENT**

**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 James and Patty Dent (known as Dent), who are husband and wife regarding application for one (1) City of Pacific Building Relocation Permit, and proposed Site Development and Building Permits.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The proposed King County Flood Control Zone District, Right Bank Setback Levy project will preserve Pacific residential property values and the local 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 continues 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 that were purchased over various times for possible relocation earlier in 2011. Dent purchased one (1) of those homes and now must relocate this structure off of the King County properties no later than October 1, 2011.

All parties to this MOU agree that it is to their mutual interest and benefit to work cooperatively to implement measures that are related to the relocation of a single family dwelling owned by Dent from the current location within the White River Estates Subdivision to Pierce County Parcel No 4495400330.

**C. ALL PARTIES AGREE:**

Time is of the essence, since a condition of the sale of the home to Dent required that the structure would need to be relocated off King County property no later than October 1, 2011; and

The City of Pacific requires a Demolition Permit for the removal of structures within the City to assure compliance with the Pacific Municipal Codes and the safety and repose of the community. King County has secured demolition permits for the property addressed as 355 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. Dent has applied for the Relocation Permit for the house addressed as 355 White River Drive.

The proposed relocation site for the home now owned by Dent is known as, Pierce County Parcel No 4495400330 which is owned by Dent. The placement of this structure on the property requires a Site Development Permit and a Building Permit being issued by the City prior to the placement (or re-construction of) the structure on said parcel. The City of Pacific has reviewed preliminary plans for said permits from Dent.

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

The proposed site of the relocated structure is currently zoned as Office Park (OP) within the City of Pacific Zoning Map. The OP zoning District does not permit residential dwelling units, except as an "accessory" structure. The International Building Code (as adopted by the Pacific Municipal Code) regulations require that a Change of Use requires the structure to be brought up to compliance with the currently adopted version of the Building Codes. Additionally, the Office Park zoning has additional regulations that require other site development improvements, including but not limited to connection to utilities, hard surface parking lot, stormwater facilities and landscaping requirements. Pacific wishes to have guarantees in place to assure that the final project's components will be completed in a timely manner and that all structure are situated on the new lots in complete conformance with the zoning and building codes in effect at the time of complete application for all required permits,

NOW THEREFORE, the CITY OF PACIFIC and MR. JAMES DENT and MRS. PATTY DENT do hereby agree that:

Section 1. The Relocation Permit has been submitted and is in review by City staff. The permit appears to meet all requirements of Pacific and is ready to be issued upon execution of this MOU.

Section 2. Dent agrees to post an Financial Surety in an amount sufficient enough to pay the costs associated with the demolition of the structure, in the event that Dent is not able to complete the project in a timely manner, with completion of the project to mean securing of all relevant City of Pacific Permits, construction of all improvements required by those permits and final inspection per the Uniform Building Code. The City shall provide directions to the Financial Institution regarding dispersement instructions, which shall be attached to and made a part of this Memorandum of Understanding.

Section 3. Dent agrees to expeditiously submit the necessary applications and required supporting documents along with associated fees that will result in issued City of Pacific Site Development Permits and Building Permits no later than December 31, 2011.

Section 4: Dent agrees to engage the services of a surveyor, in order to verify the first floor elevation, and provide a Floodplain Certification prior to final Building Permit inspection.

**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 Pacific or Dent 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 Pacific and Dent and shall remain in effect through December 31, 2011 at which time it will expire unless extended. This MOU may be extended or amended upon written request of either Pacific or Dent and the subsequent written concurrence of the other.

**4. RESPONSIBILITIES OF PARTIES.**

Pacific and Dent 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:

<b>Name</b>	Jay Bennett	<b>Name</b>	James Dent
<b>Organization</b>	City of Pacific	<b>Address</b>	502 Butte Avenue
<b>Address</b>	100 3 <sup>rd</sup> Ave SE Pacific, WA 98047		Pacific, WA 98047
<b>Phone Number</b>	(253)929-1110	<b>Phone Number</b>	(253) 988-7449
<b>Email</b>	<a href="mailto:jbennett@ci.pacific.wa.us">jbennett@ci.pacific.wa.us</a>	<b>Email</b>	

**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 2TH day of SEPTEMBER 2011.

**CITY OF PACIFIC**

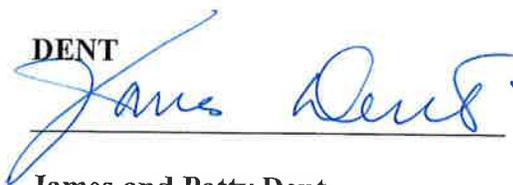


**Richard Hildreth, Mayor**

100 3<sup>rd</sup> Avenue SE

Pacific, WA 98047

**DENT**

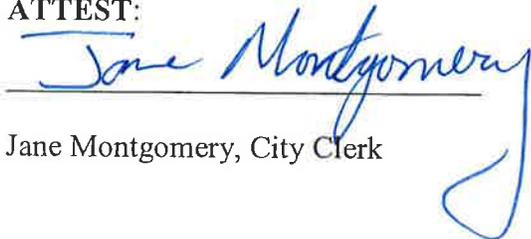


**James and Patty Dent**

502 Butte Avenue

Pacific, WA 98047

**ATTEST:**

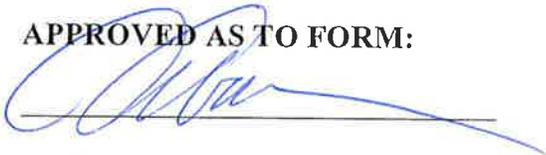


Jane Montgomery, City Clerk

**ATTEST:**



**APPROVED AS TO FORM:**



Al Abuan, City Attorney