8.5 Compliance with Applicable Law. Seller agrees that it will not permit or cause, as a result of any intentional or unintentional act or omission on the Seller's part, or on the part of any agent of the Seller, or any third party, any release or further release of Hazardous Substances on the Property.

8.6 Partial Waiver of chapter 64.06 RCW Disclosure. Purchaser and Seller acknowledge that the Property constitutes "Commercial Real Estate" as defined in RCW 64.06.005. Purchaser waives receipt of the seller disclosure statement required under chapter 64.06 RCW for transactions involving the sale of commercial real estate, except for the Section entitled "Environmental." The Environmental Section of the seller disclosure statement contained in Form 17 is attached to this Agreement (hereinafter the "Disclosure Statement"). Seller shall complete and return the Disclosure Statement to Purchaser within three (3) business days after this Agreement is executed by both parties, and the parties acknowledge that Seller's answers under the Disclosure Statement will be deemed made to Seller's "actual knowledge." Purchaser waives its right to rescind this Agreement under RCW 64.06.030. Purchaser further acknowledges and agrees that the Disclosure Statement is for the purposes of disclosure only and will not be considered part of this Agreement and will not be construed as a representation or warranty of any kind by Seller.

9. **Seller's Environmental Indemnify, Representations and Warranties.** Seller hereby represents and warrants to Purchaser as follows:

9.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 10).

9.2 Hazardous Substances on the Property.

9.2.1. Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, (i) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time, and (ii) any substances that, after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the environment, including but not limited to, air, soils, surface water and ground water.

9.2.2. Hold Harmless, Defense and Indemnity. From and after the date of Possession (which is the date that this Agreement has been executed by all parties), the Seller shall indemnify, defend, and hold the Purchaser, its officers, officials, employees, agents and assigns, harmless from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the known or unknown environmental condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property to the extent provided for pursuant to the Model Toxics Control Act (ch. 70.105D RCW) ("MCTA"). The foregoing shall include all environmental conditions existing or arising prior to the date of Closing, and all environmental conditions and Hazardous Substances or toxic substances or materials, as defined by MCTA, under, released or emanating from the Property. It is the express intent of the parties that after the date of Closing, the Purchaser shall have no liability whatsoever for any environmental conditions as defined by MCTA existing on the Property, including, without limitation, those portions of the Property that are submerged as of the date of Closing, and that the Seller shall retain such liability. Notwithstanding the foregoing, the indemnification, defense, and hold harmless granted to Purchaser herein shall not apply to any physical or environmental condition caused by the Purchaser after the date of Closing. This provision shall survive Closing.

9.2.3. Violations. Apart from any disclosures to be provided by Seller, Seller represents that it has not received any notice of and is not aware of any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, cause by or affecting the Property.

9.2.4. Underground Storage Tanks. To the best of Seller's knowledge, Seller warrants that the Property contains no underground storage tanks for the storage of fuel oil, gasoline, and/or other petroleum products, Hazardous Substances, or byproducts.

9.2.5. No Assessments. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

9.2.6. Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

9.2.7 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Properties or against the Properties. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

9.2.8 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and each of the persons signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

9.2.9 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

9.2.10 Defects. Seller has not failed to disclose in full any physical defect or condition of disrepair whether concealed or visible, with respect to the Property of which Seller has knowledge.

9.2.11 True and Accurate Representations. No representation or warranty of Seller included in this Agreement contains or at Closing will contain an untrue statement of material fact, or omits or at Closing will omit to state a material fact necessary to make the statements and facts contained therein not misleading. If any event or circumstance occurs which renders any of Seller's representations or warranties herein untrue or inaccurate in any material respect, then Seller shall notify Purchaser of the event or circumstance when Seller becomes aware of it.

Seller will refrain from taking any action, which would cause any of the foregoing representations and warranties to become incorrect or untrue at any time prior to the date of Closing. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances, which may have occurred since the date hereof. Such restated representations and warranties shall survive the Closing. If any change in any foregoing representation is a material change, and Seller does not elect to cure all such material changes prior to Closing then notwithstanding anything herein to the contrary, Purchaser, at its sole option, may either (a) close and consummate the acquisition of the Property pursuant to this Agreement, reserving any and all necessary action to specifically enforce Seller's obligations hereunder; or (b) terminate this Agreement by written notice to Seller, and neither of the parties hereto shall have any rights or obligations hereunder whatsoever, except such rights or obligations that, by the express terms hereof, survive any termination of the Agreement.

9.2.12 Payment of Real Estate Agent's Commission. The parties agree that neither one has engaged a Real Estate Agent, and no commissions or fees are owed to any Real Estate Agent, relating to this property purchase.

9.2.13 Purchaser's Representations and Warranties. Purchaser is a Washington municipal corporation duly organized, validly existing under the laws of Washington State. Purchaser has taken or shall have taken by Closing all requisite actions and obtained by Closing all requisite consents, releases or permissions in connection with entering into this Agreement

and the instruments and documents referenced herein or required under any agreement, law or regulation with respect to the obligations required hereunder.

10. **Title Examination and Objections**.

10.1. Title Review. Seller shall cause Chicago Title Company (the "Title Company") to furnish to Purchaser, at Purchaser's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report"), to be delivered to Purchaser on or before May 11, 2014, which shall be at least 15 days prior to closing. Purchaser shall have fifteen (15) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15)-day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the 'Permitted Exceptions").

10.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof the Seller shall, within five (5) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property.

10.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, whether or not Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

10.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement, provided that in the event any such Title Objections results from a breach by Seller of the covenants contained herein, a monetary charge or lien, or from a Title Objection other than a monetary charge or lien for which Seller has not given timely notice of' its refusal to satisfy or correct, (a) such acceptance by Purchaser of Seller's interest in the Property shall be without prejudice to Purchaser thereafter seeking monetary damages from Seller for any such matter which Seller shall have failed to so correct, and (b) if such Title Objection is a monetary charge or lien which can be satisfied or cured by the payment of a liquidated sum of money, Purchaser

may cause such Title Objection to be so cured or satisfied by paying the same out of the Purchase Price to be paid; or

10.2.2 To terminate this Agreement in accordance with the provisions herein; provided however, that if the Purchaser elects to terminate this Agreement because of the existence of any Title Objection which results from a breach by Seller of its covenants herein, or any other Title Objection which Seller is required to satisfy or correct, Purchaser's cancellation shall be without prejudice to any other rights of the Purchaser herein.

10.3 Removal of Liens. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing Seller shall (a) record a partial reconveyance of all deeds of trust and file a Uniform Commercial Code financing statement amendment to remove and release all financial encumbrances on the Property as of the date hereof and as of the Closing Date, and (b) pay in full and cause to be canceled and discharged or otherwise bond and discharge as liens against the Properties all mechanics' and contractors' liens which encumber the Property as of the date hereof or which maybe filed against the Property after the date hereof and on or prior to the Closing Date. In the event Seller fails to cause such liens and encumbrances to be reconveyed, amended, paid and canceled as required herein at or prior to Closing, Purchaser shall be entitled to pay such amount to the holder thereof as may be required to pay and cancel same, and to credit against the Purchase Price the amount so paid.

10.4 Notwithstanding any language to the contrary in this Agreement, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property, (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

11. Default.

11.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and initiate eminent domain proceedings, provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

11.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow and after all applicable contingencies as described in Section 7 have been satisfied, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property.

11.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-

Defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller wrongfully fails or refuses to perform any covenant or agreement of Seller hereunder.

12. **Condemnation or Destruction.**

12.1 Condemnation. Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by any governmental entity other than the City of Pacific. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Property is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity other than the City of Pacific, Washington, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

12.2 Damage or Destruction. Prior to Closing the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller.

12.3 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement.

13. **Indemnification.**

13.1 Seller's Indemnification. In addition to the indemnity provided in Section 9.2.2 herein, Seller shall indemnify and defend Purchaser including its elected officials, officers, managers, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively "Claims") incurred by Purchaser on account of (a) claims by persons or entities other than Purchaser arising out of or in connection with the ownership, operation of maintenance of the Property by Seller, or any fact, circumstance or event which occurred prior to the Closing Date; and (b) claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement. Notwithstanding any language to the contrary in this Agreement, Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) that Purchaser may incur, or have asserted against it as a result of Seller's breach of the warranties in this Agreement.

13.2 Purchaser's Indemnity. Purchaser shall indemnify and defend Seller (including its officers, officials, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Seller on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Purchaser contained in this Agreement. This shall not affect Seller's obligations per the provisions of Section 9.2.2 herein.

This provision shall survive Closing.

14. **Assignment.** Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

15. **Facsimile or E-Mail Transmission.** Electronic delivery of documents (e.g., transmission by facsimile or e-mail) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original if facsimile or e-mail information is provided for the party in Section 16 below.

16. **Notices.** All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by email, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER:
Gordon Pacific LLC
L and V Properties LLC
ATTN: Larry J. Gordon
151 Stewart Road SW
Pacific, WA 98407

With a copy to:
Heather Burgess
Attorney for Seller
Phillips Burgess PLLC
724 Columbia Street N.W., Suite 140
Olympia, WA 98501
E-mail: hburgess@phillipsburgesslaw.com
Fax: 360-742-3519
Phone: 360-742-3500

PURCHASER: The City of Pacific
ATTN: Mayor Leanne Guier
100 – 3rd Avenue S.E.
Pacific, WA 98047
E-mail: lguier@ci.pacific.wa.us
Phone: 253-929-1108

With a copy to: Carol A. Morris, Attorney for the City of Pacific
Morris Law, P.C.
3304 Rosedale Street N.W.
Gig Harbor, WA 98335
E-mail: carol@carolmorrislaw.com
Phone: (253) 851-5090
Fax: (360) 850-1099

17. Miscellaneous.

17.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

17.2 Counterparts. This Agreement maybe executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

17.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

17.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

17.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

17.6 Entire Agreement. With the exception of the Exhibits attached hereto and the Development Agreement executed by the parties on January 27, 2014, this Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

17.7 Survival. The covenants, agreements, representations and warranties herein that specifically provide for survival shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

17.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

17.9 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

17.10 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

17.11 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties affected thereby.

17.12 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees. The venue of any suit shall be in Pierce County, Washington.

17.13 Limitation of Liability. No present or future official, officer, manager, member, employee, affiliate or agent of Seller or Purchaser will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this section shall survive termination of this Agreement or Closing, and are in addition to, and not in limitation of, any limitation or liability applicable to either party provided in this Agreement or by law or by any other contract, agreement or instrument. In no event will Seller or Purchaser be liable to the other for any consequential, exemplary, or punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER:

CITY OF PACIFIC

By:_____
Leanne Guier
Its: Mayor

SELLER: **GORDON PACIFIC LLC**

By:_____
Virginia Gordon
Its: Manager

L AND V PROPERTIES LLC

By:_____
Virginia Gordon
Its: Manager

ATTEST:

_____
City Clerk,

APPROVED AS TO FORM:

_____
Carol A. Morris, Special Legal Counsel

STATE OF WASHINGTON)
) **ss.**
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Virginia Gordon is the person who appeared before me, and said person acknowledged that she) signed this instrument, on oath stated that she) was authorized to execute the instrument and acknowledged it as a Manager of GORDON PACIFIC LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____

_____
(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires:_____

STATE OF WASHINGTON)
) **ss.**
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Virginia Gordon is the person who appeared before me, and said person acknowledged that she) signed this instrument, on oath stated that she) was authorized to execute the instrument and acknowledged it as a Manager of L and V Properties, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____

_____
(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires:_____

STATE OF WASHINGTON)
) **ss.**
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Leanne Guier is the person who appeared before me, and said person acknowledged that she) signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Pacific, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____

_____
(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Commission expires:_____

EXHIBIT A
LEGAL DESCRIPTION

Exhibit A1

EXHIBIT A-1

GORDON PACIFIC LLC

PARCEL NUMBER 0420021066

PARCEL DESCRIPTION

Lot B (South Portion) of City of Pacific Boundary Line Adjustment No. BLA-99-051, as recorded January 25, 2000 under recording no. 200001255001, records of Pierce County Auditor, Described as follows:

All that certain real property situated in the City of Pacific, Pierce County, State of Washington, being a portion of that certain parcel of land conveyed to Puget Sound Power & Light Company, as described in Quit Claim Deed recorded under Pierce County Auditor's File No. 8012180304, in the Northeast Quarter of Section 2, Township 20 North, Range 4 East, Willamette Meridian, described as follows:

All that portion of the 100.00-foot wide strip-of-land described in said Auditor's File No. 8012180304, located Northerly of the South line of "Revised Lot B" of Boundary Line Adjustment recorded under Pierce County recording no. 9511140498, and located Southerly of the North line of the Southwest Quarter of the Northwest Quarter of said Section 2.

Situated in the City of Pacific, County of Pierce, State of Washington.

RIGHT-OF-WAY DESCRIPTION

That portion of the above described parcel lying southeasterly of the following described line:

COMMENCING at the Southeast corner of said Lot B;
THENCE North 21°10'42" West, 302.00 feet along the Easterly line of said Lot B to the TRUE POINT OF BEGINNING;
THENCE at right angles, South 68°49'18" West, 100.00 feet to the West line of said Lot B and the terminus.

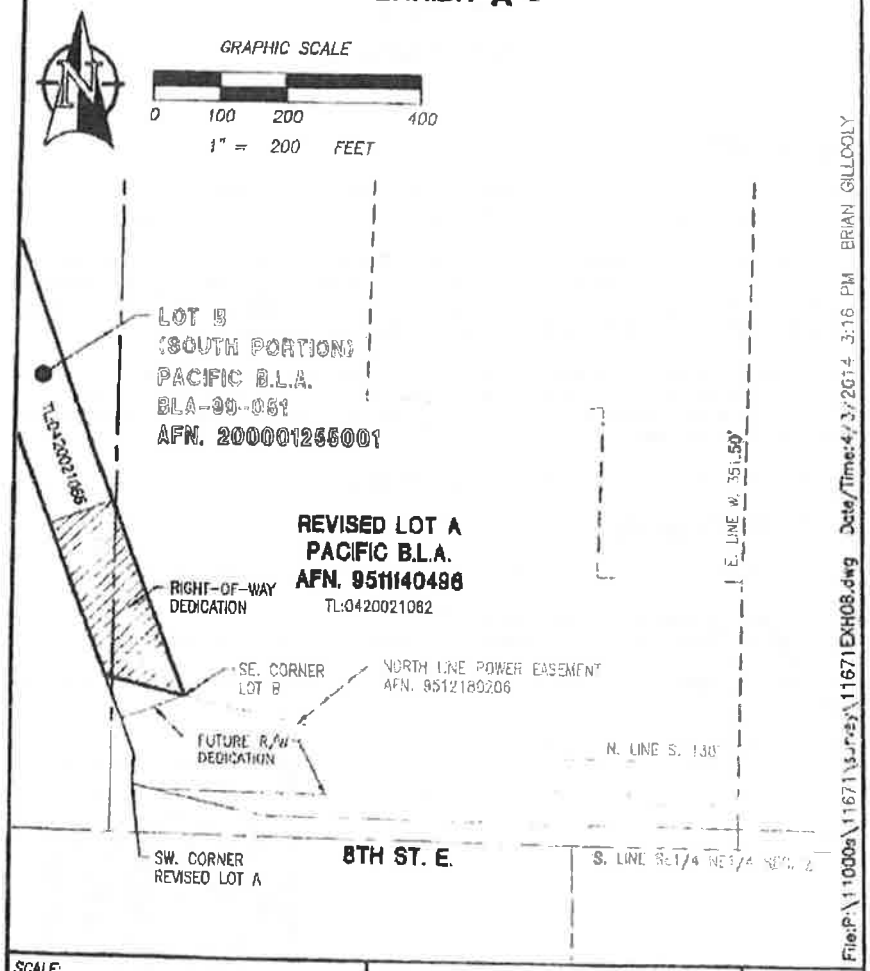
(Containing 26,857 square feet, more or less.)

Situate in the City of Pacific, Pierce County, Washington.

BRIAN D. GILLOOLY
STATE OF WASHINGTON
48318
REGISTERED
PROFESSIONAL LAND SURVEYOR
4/3/14

11671L.003.doc

EXHIBIT A-1



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: CITY OF PACIFIC	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L.003.DOC
	Title: RIGHT-OF-WAY DEDICATION	SHEET 1 of 1
DESIGNED DRAWN BCC CHECKED BCC APPROVED BCC DATE 3/14/14		

Exhibit A2

EXHIBIT A -2

L AND V PROPERTIES LLC

PARCEL NUMBER 0420021062

PARCEL DESCRIPTION

Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's No. 9511140498, in Pierce County, Washington.

RIGHT-OF-WAY DESCRIPTION

That portion of Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's File No. 9511140498, in Pierce County, Washington lying southerly of the following described line:

BEGINNING at the intersection of the East line of said Revised Lot A and North line of the South 65.00 feet of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East, Willamette Meridian;
THENCE North 89°17'42" West, 146.27 feet along said North line;
THENCE North 49°20'42" West, 22.58 feet;
THENCE North 89°17'42" West, 105.34 feet;
THENCE South 50°45'18" West, 22.58 feet to said North line;
THENCE North 89°17'42" West, 574.22 feet to the South line of said Revised Lot A and the terminus.

(Containing 29,041 square feet, more or less.)

ALSO, that portion of said Revised Lot A lying northwesterly of the following described line:

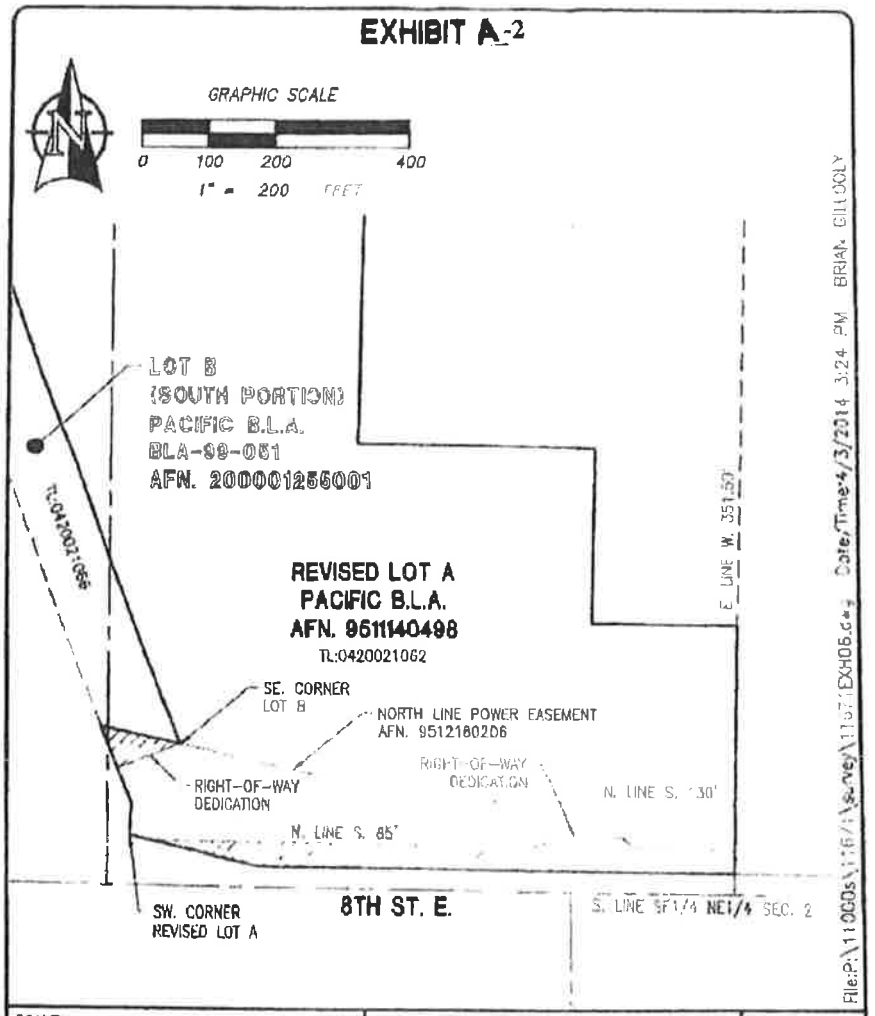
COMMENCING at the Southwest corner of said Revised Lot A;
THENCE North 03°13'47" East, 46.70 feet along the West line of said Revised Lot A;
THENCE North 21°10'42" West, 56.05 feet along said West line to a point which bears South 68°49'18" West from the Southeast corner of Lot B, City of Pacific Boundary Line Adjustment No. GLA-99-051, recorded under Auditor's file No. 200001255001 and the TRUE POINT OF BEGINNING;
THENCE North 68°49'18" East, 100.00 feet to the said Southeast corner and the terminus.

(Containing 3,343 square feet, more or less.)

All situate in the City of Pacific, Pierce County, Washington.

11671L.002.doc

EXHIBIT A-2



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: CITY OF PACIFIC	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L002.DOC
	Title: RIGHT-OF-WAY DEDICATION	SHEET 1 of 1
DESIGNED / DRAWN BDC / CHECKED BDC / APPROVED BDC / DATE 3/24/14		

Exhibit A3

EXHIBIT A -3

L AND V PROPERTIES LLC

PARCEL NUMBER 0420021044

PARCEL DESCRIPTION

That portion of that certain Parcel of Land described in deed recorded under Auditor's No. 343387, in Pierce County, Washington, described as follows:

The North 100.00 feet of the South 130.00 feet of the Easterly 361.50 feet of the Northeast quarter of Section 2, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington.

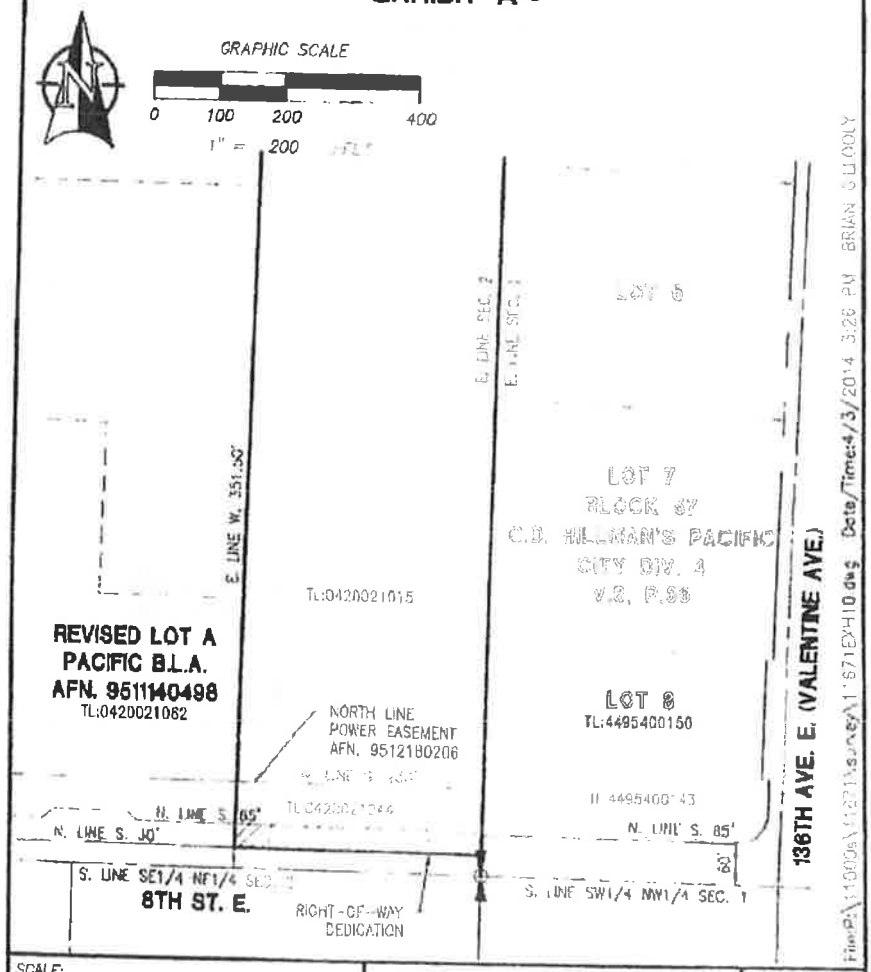
RIGHT-OF-WAY DESCRIPTION

The South 35.00 feet of the North 100.00 feet of the South 130.00 feet of the Easterly 361.50 feet of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington.

Situate in the City of Pacific, Pierce County, Washington.

11671L.001.doc

EXHIBIT A-3



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: CITY OF PACIFIC	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS — 18215 72ND AVENUE SOUTH, KENT, WA 98032, (425)251-6222, (425)251-8782 FAX, CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: RIGHT-OF-WAY DEDICATION	11671L.001.DDC
		SHEET 1 of 1
DESIGNED / DRAWN BDC / CHECKED BDC / APPROVED BDC / DATE 3/14/14		

Exhibit A4

EXHIBIT A-4

GORDON PACIFIC LLC

RIGHT-OF-WAY DESCRIPTION

PARCEL NUMBER 4495400143

PARCEL DESCRIPTION

The South 100 feet of Lot 8, Block 57, C.D. Hillman's Pacific City Division Number 4, according to the plat thereof recorded in volume 8 of plats, page 36, records of Pierce County Auditor;

Except that portion conveyed to the City of Pacific for right of way in deed recorded under auditor's file number 200107050360;

And except that portion thereof conveyed to the City of Pacific by deed recorded under recording number 201401090506.

Situate in the City of Pacific, County of Pierce, State of Washington.

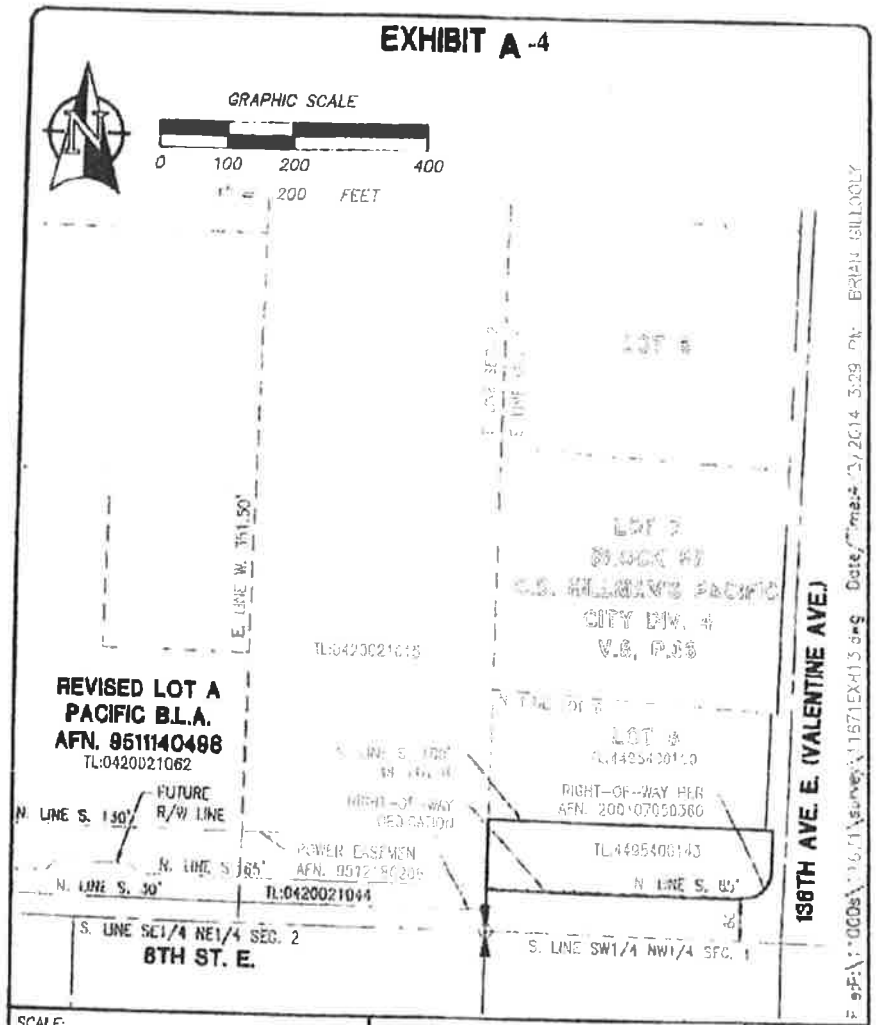
RIGHT-OF-WAY DESCRIPTION

That portion of the above described parcel lying South of the North line of the South 65.00 feet of the Southwester quarter of the Northwest quarter of Section 1, Township 20 North, Range 4 East, Willamette Meridian, and West of the Northerly prolongation of the West line of that portion conveyed to the City of Pacific for right-of-way in deed recorded under Auditor's File No. 200107050360.

Situate in the City of Pacific, Pierce County, Washington.

11671L.004.doc

EXHIBIT A-4



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: CITY OF PACIFIC	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251 6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: RIGHT-OF-WAY DEDICATION	11671 004 DOC SHEET 1 of 1
DESIGNED / DRAWN BDC / CHECKED BDC / APPROVED BDC / DATE 4/1/14		

Exhibit B

EXHIBIT B

L AND V PROPERTIES LLC

PARCEL NUMBER 0420021062

PARCEL DESCRIPTION

Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's No. 9511140498, in Pierce County, Washington.

EASEMENT DESCRIPTION

That portion of Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's File No. 9511140498, in Pierce County, Washington described as follows:

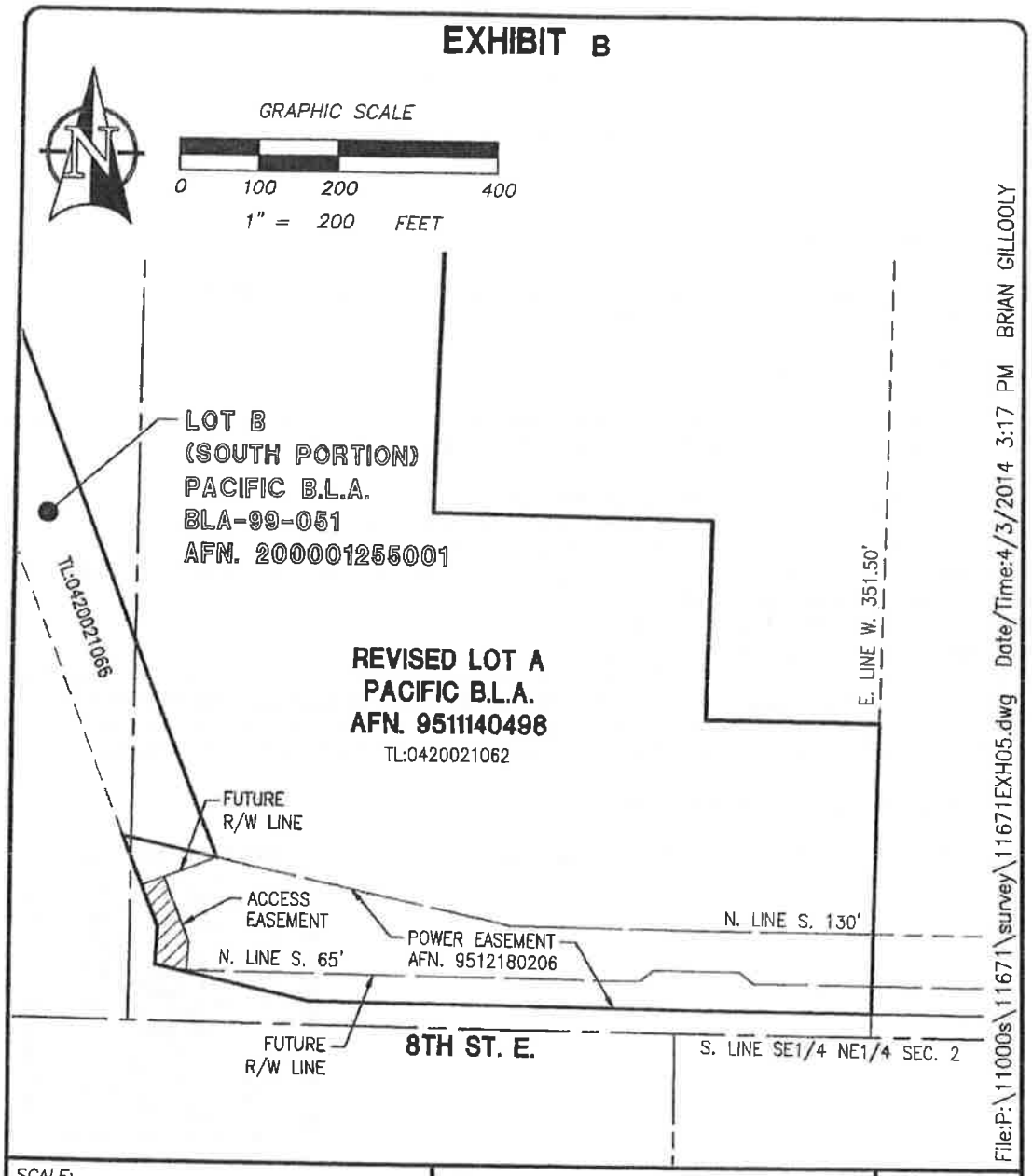
BEGINNING at the Southwest corner of said Revised Lot A;
THENCE North 03°13'47" East, 46.70 feet along the West lien of said Revised Lot A;
THENCE North 21°10'42" West, 56.05 feet along said West line to a point which bears South 68°49'18" West from the Southeast corner of Lot B, City of Pacific Boundary Line Adjustment No. BLA-99-051, recorded under Auditor's file No. 200001255001;
THENCE North 68°49'18" East, 30.00 feet;
THENCE South 21°10'42" East, 86.74 feet;
THENCE South 03°13'47" West, 35.72 feet to the North line of the South 65.00 feet of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East, Willamette Meridian;
THENCE North 89°17'42" West, 10.47 feet along said North line to the South line of said Revised Lot A;
THENCE North 77°05'56" West, 29.97 feet along said South line to the POINT OF BEGINNING.

(Containing 3,823 square feet, more or less.)

Situate in the City of Pacific, Pierce County, Washington.

11671L.005.doc

EXHIBIT B



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: CITY OF PACIFIC	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS, INC. — 18215 72ND AVENUE SOUTH, KENT, WA 98032, (425)251-6222, (425)251-8782 FAX — CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L.005.DOC
	Title: ACCESS EASEMENT EXHIBIT	SHEET 1 of 1

DESIGNED ____ DRAWN BDG CHECKED BDG APPROVED BDG DATE 3/14/14

Exhibit C

EXHIBIT C

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
3130 South 38th Street
Tacoma, WA 98409

PUGET SOUND ENERGY **AERIAL EASEMENT**

REFERENCE #:
GRANTOR (Owner): **L and V Properties LLC**
Gordon Pacific LLC
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **[INSERT]**
ASSESSOR'S PROPERTY TAX PARCEL: **042002-1015; 042002-1062**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **L and V Properties LLC** and **Gordon Pacific LLC** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Pierce County, Washington:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

See Exhibit "B" attached hereto and by this reference made a part hereof.

Diagrams depicting the location of the easement areas are attached hereto as Exhibits "C1" and "C2" and by this reference made a part hereof.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of aerial transmission, distribution and sale of gas and electricity. Such systems may include: poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing. Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right,

identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent. Owner shall have the right to maintain, repair, and operate existing buildings or structures within the Easement Area as of the date of this Agreement, but shall not construct new buildings in the area without PSE's prior written consent. In conjunction with this Agreement, PSE consents to permit Owner to construct the improvements, including buildings and parking areas, depicted on the 10 Year Site Development Plan, Exhibit _____, recorded under Pierce County Auditor's File No. _____.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2014.

OWNER: L and V Properties LLC

BY: _____

BY: _____

OWNER: Gordon Pacific LLC

BY: _____

BY: _____

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the _____ of L and V Properties LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the _____ of Gordon Pacific LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"

Parcel #042002-1015

BEGINNING at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East of the Willamette Meridian;
THENCE South 1205 feet, more or less, to the North line of Puget Sound Power Company right of way;
THENCE West along said Puget Sound Power Company Right of Way 361.5 feet;
THENCE North 1205 feet, more or less, to the North line of said subdivision;
THENCE East 361.5 feet to the POINT OF BEGINNING.

Parcel #042002-1062

Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's No. 9511140498, in Pierce County, Washington.

All situate in the City of Pacific, County of Pierce, State of Washington.

EXHIBIT "B"

Parcel #042002-1015

That portion of the above described parcel, lying South of the North line of the South 150 feet of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East, Willamette Meridian.

A diagram depicting the location of the easement is attached hereto as Exhibit "C1" and by this reference made a part hereof.

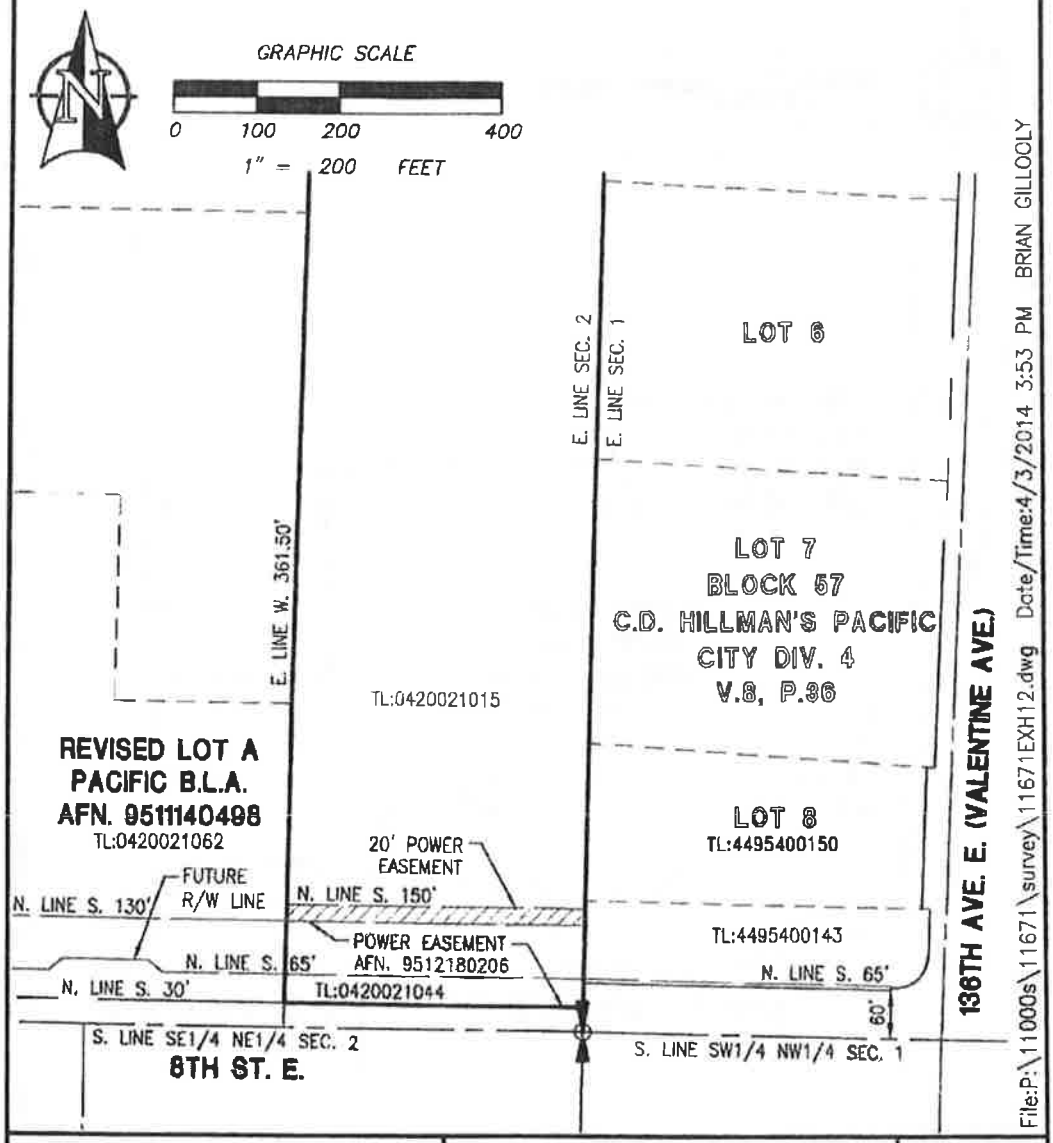
Parcel #042002-1062

That portion of Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's No. 9511140498, in Pierce County, Washington lying Northerly of the easement recorded under Auditor's File No. 9512180206 and lying Southerly of the North line of the South 150.00 feet of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East, Willamette Meridian.

A diagram depicting the location of the easement is attached hereto as Exhibit "C2" and by this reference made a part hereof.

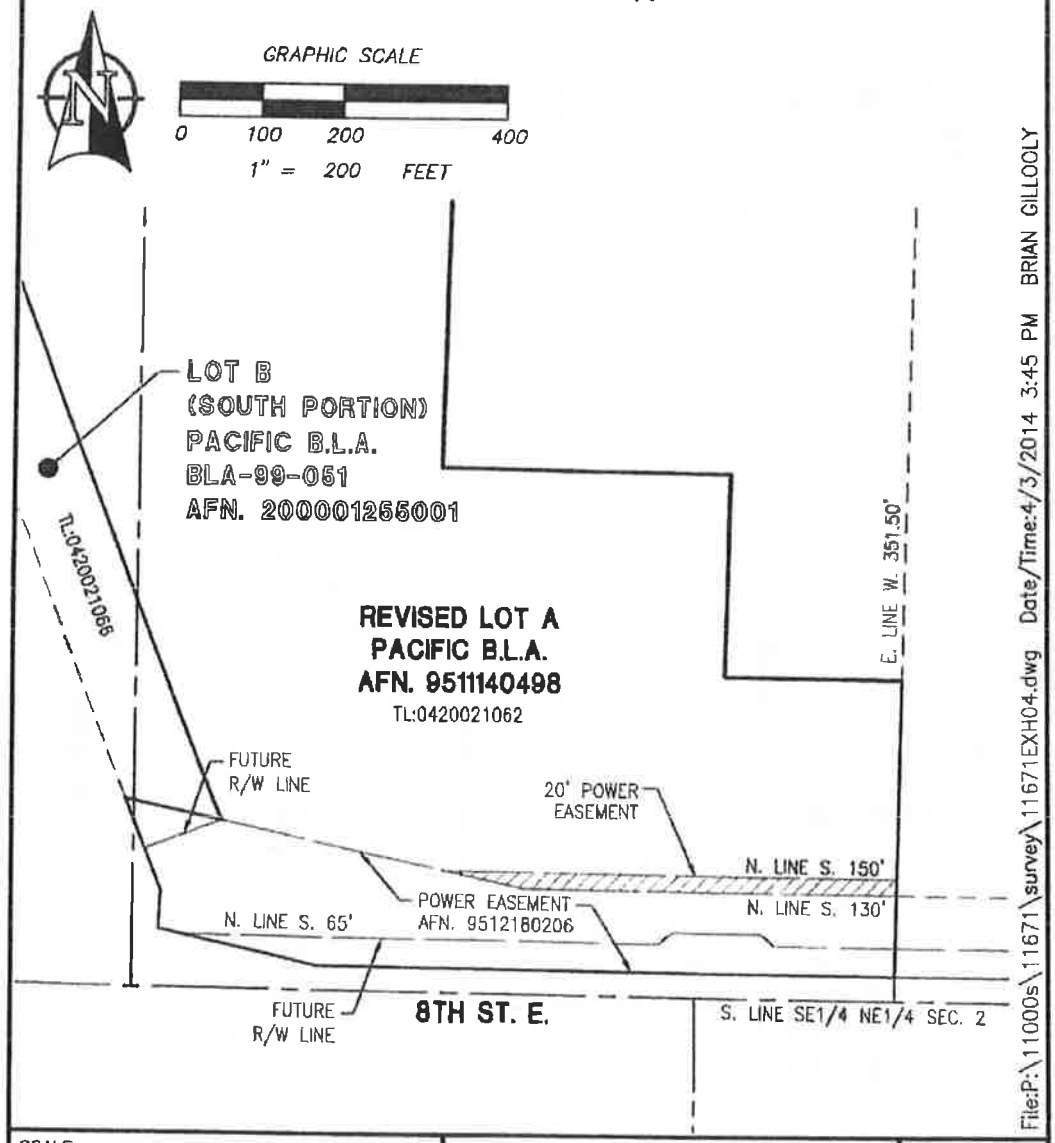
All situate in the City of Pacific, Pierce County, Washington.

EXHIBIT C1



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: PUGET SOUND ENERGY	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L.007.DOC
	Title: POWER EASEMENT EXHIBIT	SHEET 1 of 1
DESIGNED	DRAWN BDG	CHECKED BDG	APPROVED BDG	DATE 3/24/14

EXHIBIT C2



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: PUGET SOUND ENERGY	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L.006.DOC
	Title: POWER EASEMENT EXHIBIT	SHEET 1 of 1
DESIGNED / DRAWN BDG / CHECKED BDG / APPROVED BDG / DATE 4/3/14		

Exhibit D

EXHIBIT D

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
3130 South 38th Street
Tacoma, WA 98409

PUGET SOUND ENERGY

PARTIAL RELEASE OF EASEMENT

REFERENCE #:	**200210100423; 9512180206; 9506090128; 9304160499**
GRANTOR:	**PUGET SOUND ENERGY, INC.**
GRANTEE:	**Larry Gordon and Virginia Gordon** **Larry Jay Gordon and Virginia Anne Gordon** **L and V Properties LLC**
SHORT LEGAL:	**PTN: NE02 - 20N - 04E**

ASSESSOR'S PROPERTY TAX PARCEL: **042002-1044; 042002-1062; 042002-1015**

Partial Release of Easement Affecting Parcel 042002-1062

KNOW ALL MEN BY THESE PRESENTS that **PUGET SOUND ENERGY, INC.**, a Washington Corporation and successor in interest to Puget Sound Power & Light Company, a Washington Corporation, is the owner of an easement acquired from **Larry Gordon and Virginia Gordon**, husband and wife, dated March 25, 1993, recorded under Auditor's File No. **9304160499**, records of Pierce County, over the real property described therein as follows:

> Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's No. 9511140498, in Pierce County, Washington.

PUGET SOUND ENERGY, INC. does hereby abandon and release all rights acquired under said easement in and to that portion of the above real property described as follows:

> That portion of Power Easement recorded under Auditor's File No. 9304160499, records of Pierce County, Washington, lying within the Puget Sound Energy Power Easement recorded under Auditor's file No. 9512180206;
>
> Situate in the City of Pacific, Pierce County, Washington.

A diagram depicting the location of the abandoned and released easement is attached hereto as **Exhibit "A1"** and by this reference made a part hereof.

Partial Release of Easement Affecting Parcel 042002-1062

KNOW ALL MEN BY THESE PRESENTS that **PUGET SOUND ENERGY, INC.**, a Washington Corporation and successor in interest to Washington Natural Gas Company, a Washington Corporation, is the owner of an easement acquired from **Larry Gordon and Virginia Gordon**, husband and wife, dated April 3, 1995, recorded under Auditor's File No. **9506090128**, records of Pierce County, over the real property described therein as follows:

> Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's No. 9511140498, in Pierce County, Washington.

PUGET SOUND ENERGY, INC. does hereby abandon and release all rights acquired under said easement in and to that portion of the above real property described as follows:

> That portion of Power Easement recorded under Auditor's File No. 9506090128, records of Pierce County, Washington, lying within the Puget Sound Energy Power Easement recorded under Auditor's file No. 9512180206.
>
> Situate in the City of Pacific, Pierce County, Washington.

A diagram depicting the location of the abandoned and released easement is attached hereto as **Exhibit "A2"** and by this reference made a part hereof.

Partial Release of Easement Affecting Parcel 042002-1062

KNOW ALL MEN BY THESE PRESENTS that **PUGET SOUND ENERGY, INC.**, a Washington Corporation and successor in interest to Puget Sound Power & Light Company, a Washington Corporation, is the owner of an easement acquired from **Larry Jay Gordon and Virginia Anne Gordon,** husband and wife, dated December 11, 1995, recorded under Auditor's File No. **9512180206**, records of Pierce County, over the real property described therein as follows:

> Revised Lot A, City of Pacific Declaration of Boundary Line Adjustment recorded under Auditor's No. 9511140498, in Pierce County, Washington.

PUGET SOUND ENERGY, INC. does hereby abandon and release all rights acquired under said easement in and to that portion of the above real property described as follows:

> That portion of Power Easement recorded under Auditor's File No. 9512180206, records of Pierce County, Washington, more particularly described as follows:
>
> The North 20.00 feet of the South 50.00 feet of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East, Willamette Meridian, EXCEPT the East 361.50 feet.
>
> (Containing 14,888 square feet, more or less.)
>
> Situate in the City of Pacific, Pierce County, Washington.

A diagram depicting the location of the abandoned and released easement is attached hereto as **Exhibit "A3"** and by this reference made a part hereof.

Partial Release of Easement Affecting Parcel 042002-1044

KNOW ALL MEN BY THESE PRESENTS that **PUGET SOUND ENERGY, INC.**, a Washington Corporation and successor in interest to Puget Sound Power & Light Company, a Washington Corporation, is the owner of an easement acquired from **Larry Jay Gordon and Virginia Anne Gordon**, husband and wife, dated December 11, 1995, recorded under Auditor's File No. **9512180206**, records of Pierce County, over the real property described therein as follows:

> That portion of that certain Parcel of Land described in deed recorded under Auditor's No. 343387, in Pierce County, Washington, described as follows:
>
> The North 100.00 feet of the South 130.00 feet of the Easterly 361.50 feet of the Northeast quarter of Section 2, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington.
>
> Situate in the City of Pacific, Pierce County, Washington.

PUGET SOUND ENERGY, INC. does hereby abandon and release all rights acquired under said easement in and to that portion of the above real property described as follows:

> That portion of Power Easement recorded under Auditor's File No. 9512180206, records of Pierce County, Washington, more particularly described as follows:
>
> The North 20.00 feet of the South 50.00 feet of the East 361.50 feet of the Southeast quarter of the Northeast quarter of Section 2, Township 20 North, Range 4 East, Willamette Meridian.
>
> (Containing 7,230 square feet, more or less.)
>
> Situate in the City of Pacific, Pierce County, Washington.

A diagram depicting the location of the abandoned and released easement is attached hereto as **Exhibit "A4"** and by this reference made a part hereof.

Full Release of Easement Affecting Parcel 042002-1044 and Parcel 042002-1015

KNOW ALL MEN BY THESE PRESENTS that **PUGET SOUND ENERGY, INC.**, a Washington Corporation, is the owner of an easement acquired from **Larry Jay Gordon and Virginia Anne Gordon,** husband and wife, dated September 12, 2002, recorded under Auditor's File No. **200210100423**, records of Pierce County, over the real property described therein as follows:

> Parcel 1
>
> BEGINNING at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 2, Township 20 North, Range 4 East of the Willamette Meridian;
> THENCE South 1205 feet, more or less, to the North line of Puget Sound Power Company right of way;
> THENCE West along said Puget Sound Power Company Right of Way 361.5 feet;
> THENCE North 1205 feet, more or less, to the North line of said subdivision;
> THENCE East 361.5 feet to the POINT OF BEGINNING;
>
> Situate in the City of Pacific, County of Pierce, State of Washington.

Parcel 2

That portion of that certain parcel of land described in deed and recorded under Auditor's File No. 343387, in Pierce County, Washington, described as follows:

The North 100.00 feet of the South 130.00 feet of the Easterly 361.50 feet of the Northeast quarter of Section 2, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington.

Situate in the City of Pacific, Pierce County, Washington.

PUGET SOUND ENERGY, INC. does hereby abandon and release all rights acquired under said easement.

A diagram depicting the abandoned and released easement is attached hereto as **Exhibit "A5"** and by this reference made a part hereof.

Consent to Grantee Improvements

In conjunction with this Agreement, PSE consents to permit Grantee to construct the improvements, including buildings and parking areas, depicted in the 10 Year Site Development Plan, Exhibit ____, recorded under Pierce County Auditor's File No. _____ within the easement areas referenced in this Agreement, and particularly within the PSE easement dated December 11, 1995 and recorded under Auditor's File No. **9512180206.**

IN WITNESS WHEREOF, **PUGET SOUND ENERGY, INC.** has caused this instrument to be executed this _ _____ day of _____, 2014.

PUGET SOUND ENERGY, INC.

By: _____
KELLY C. MCGILL, SUPERVISOR REAL ESTATE

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that **KELLY C. MCGILL** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the **SUPERVISOR REAL ESTATE** of Puget Sound Energy, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

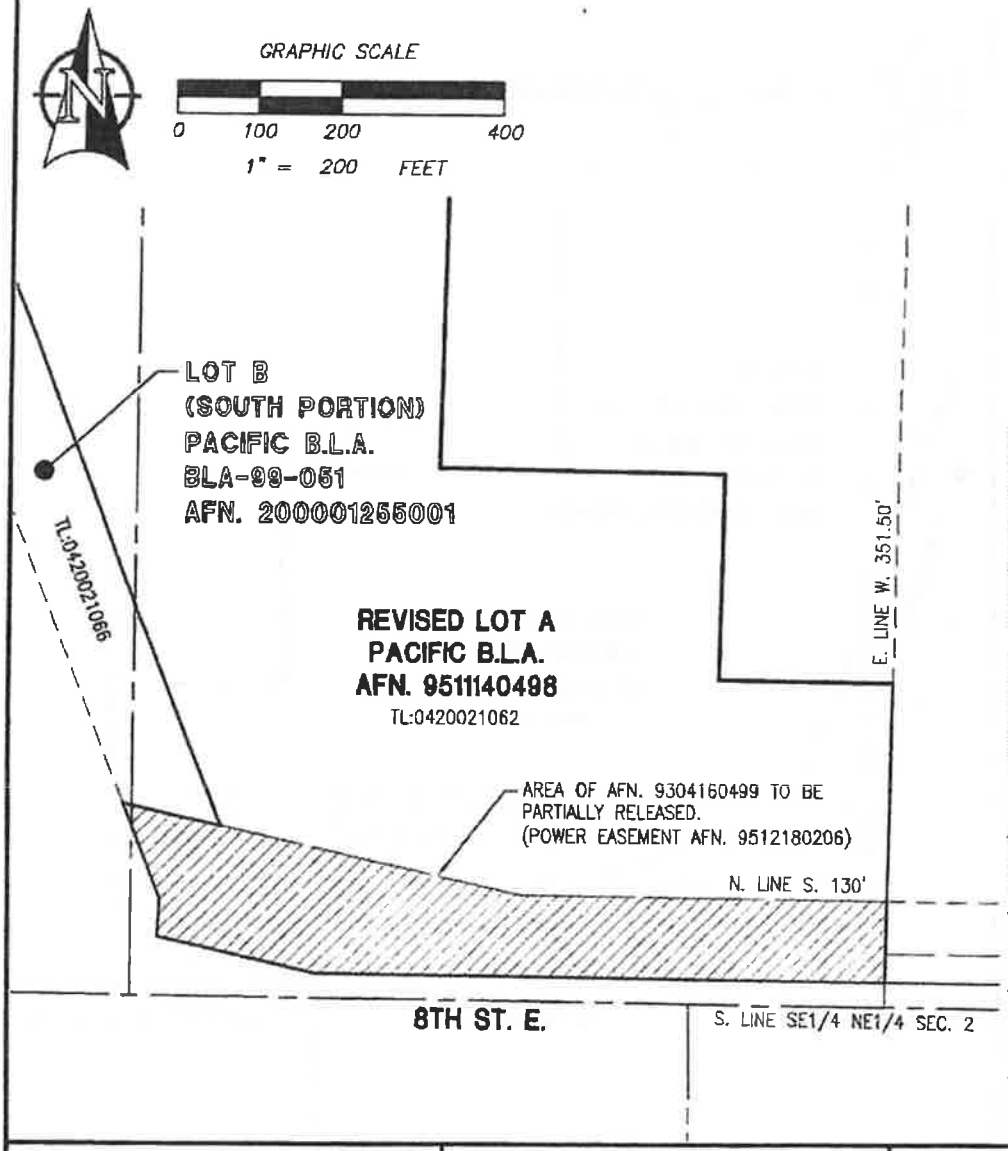
_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____
My Appointment Expires: _____

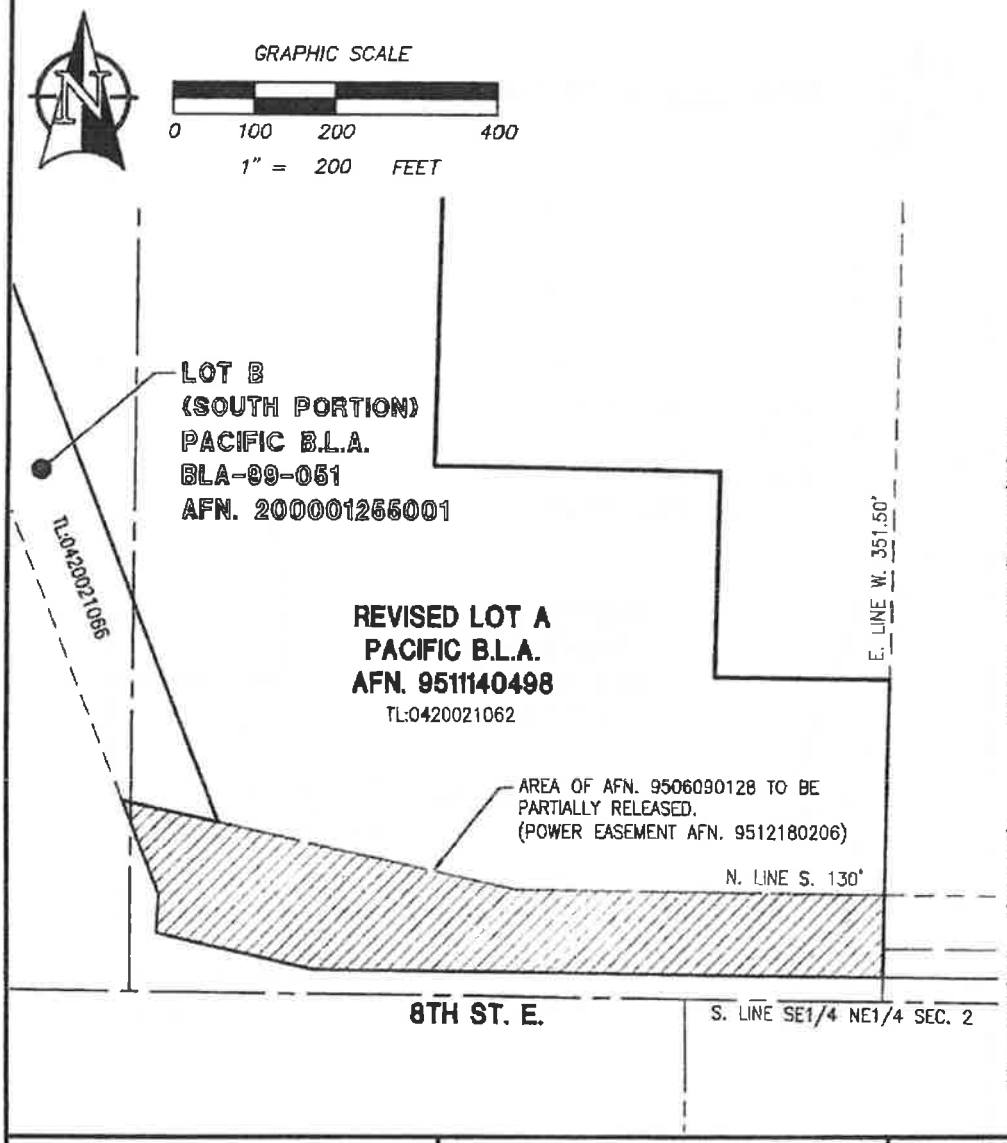
Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT A-1



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: PUGET SOUND ENERGY	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L009.DOC
	Title: PARTIAL EASEMENT RELEASE	SHEET 1 of 1
DESIGNED	DRAWN BDG CHECKED BDG APPROVED BDG DATE 4/3/14	

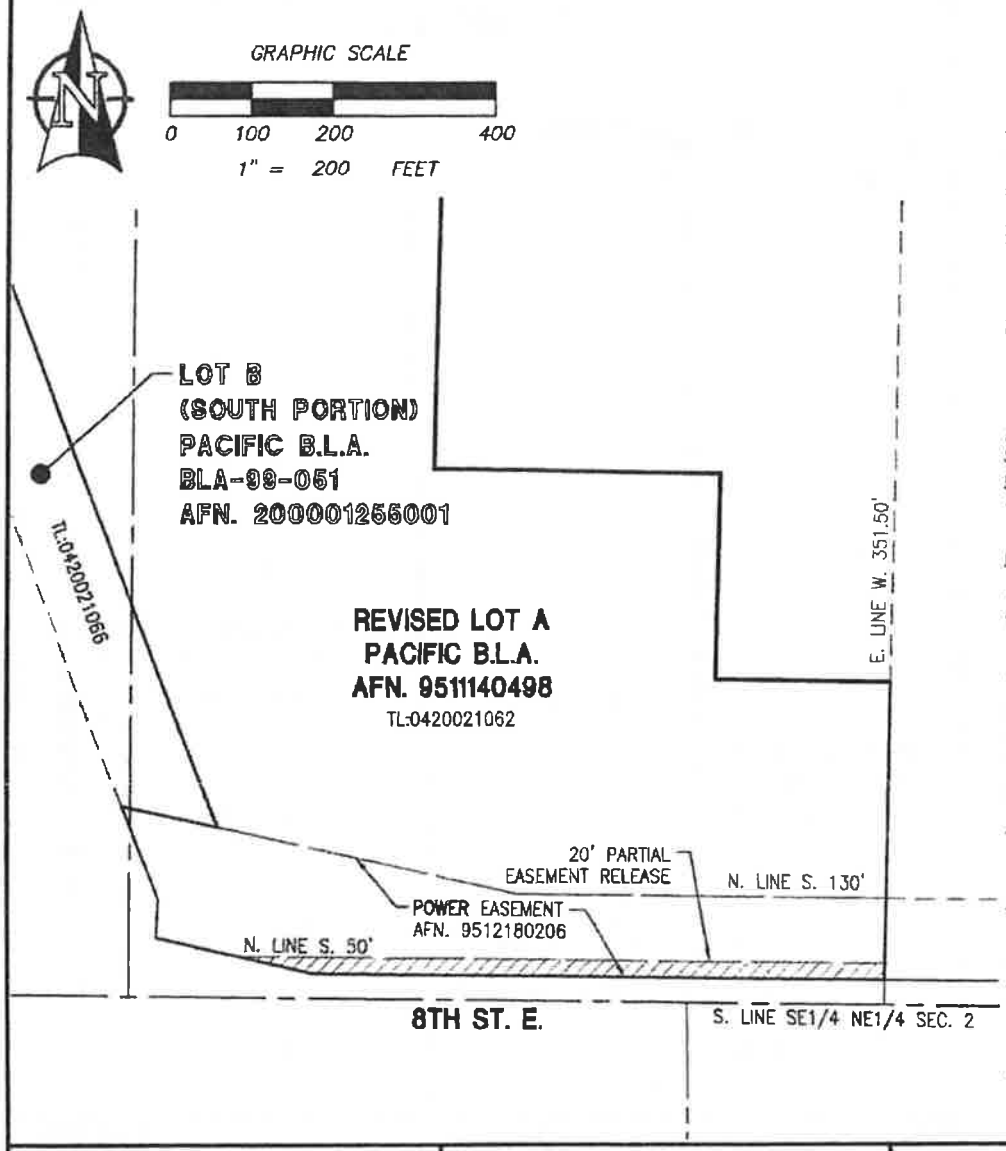
EXHIBIT A-2



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: PUGET SOUND ENERGY	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS INC — 18215 72ND AVENUE SOUTH, KENT, WA 98032, (425)251-6222, (425)251-8782 FAX — CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: PARTIAL EASEMENT RELEASE	11671L.010.DOC
		SHEET 1 of 1

DESIGNED	DRAWN BDG	CHECKED BDG	APPROVED BDG	DATE 3/14/14

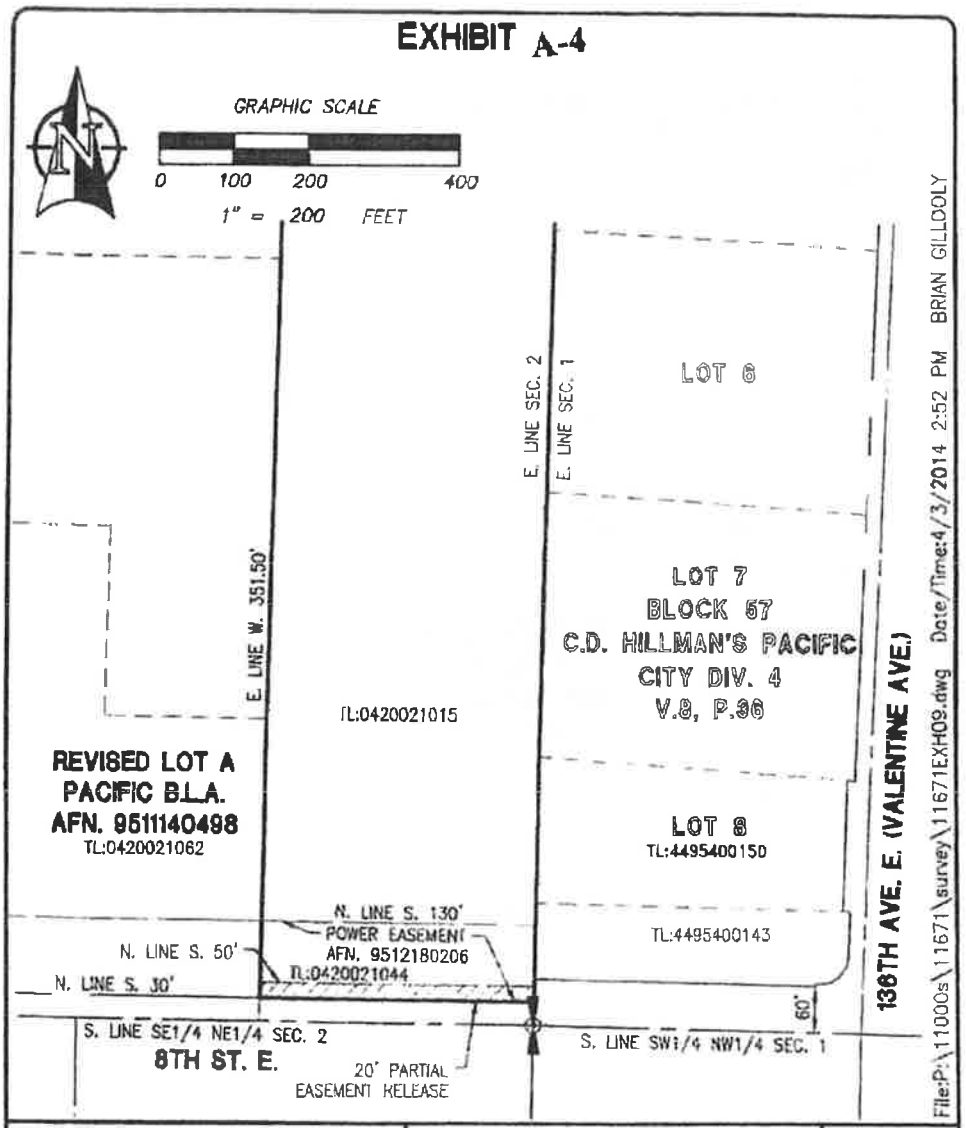
EXHIBIT A-3



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: PUGET SOUND ENERGY	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L.007.DOC
	Title: PARTIAL EASEMENT RELEASE	SHEET 1 of 1

DESIGNED | DRAWN BDG | CHECKED BDG | APPROVED BDG | DATE 4/3/14

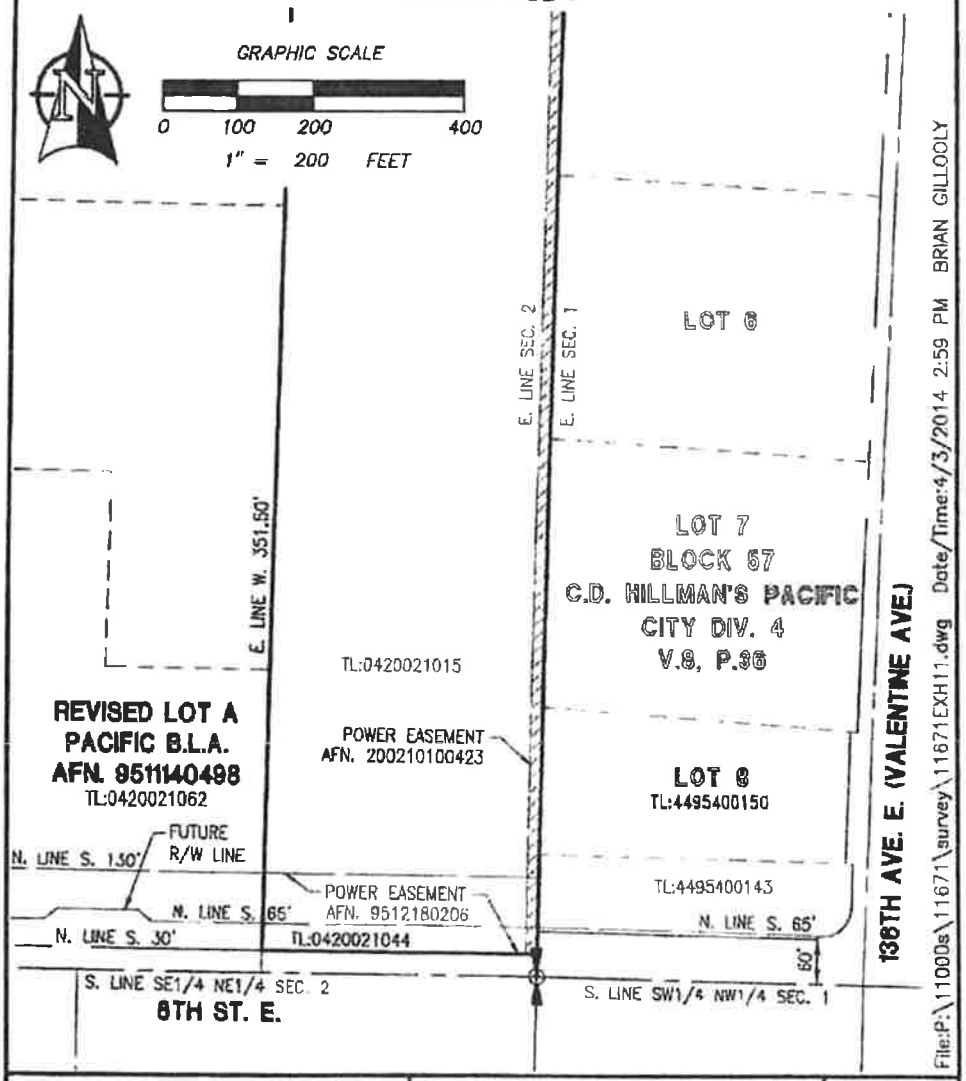
EXHIBIT A-4



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: PUGET SOUND ENERGY	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L.008.DOC
	Title: PARTIAL EASEMENT RELEASE	SHEET 1 of 1

DESIGNED | DRAWN BDG | CHECKED BDG | APPROVED BDG | DATE 4/3/14

EXHIBIT A-5



SCALE: HORIZONTAL 1"=200' VERTICAL N/A	For: PUGET SOUND ENERGY	JOB NUMBER 11671
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES		11671L.011.DOC
	Title: EASEMENT RELEASE	SHEET 1 of 1
DESIGNED	DRAWN BDG	CHECKED BDG	APPROVED BDG	DATE 4/3/14

Exhibit F

After recording return to:
Phillips Burgess, PLLC
505 Broadway, Suite 408
Tacoma, WA 98402

STATUTORY WARRANTY DEED

Grantor:	Gordon Pacific LLC
Grantee:	City of Pacific
Abbreviated Legal Description:	[to be inserted]
Assessor's Property Tax Parcel/Account No.:	4495400143; 0420021066
Reference Numbers of Documents Assigned or Released:	

THE GRANTOR, Gordon Pacific LLC, a Washington limited liability company, for good and valuable consideration in hand paid, conveys and warrants to GRANTEE, the City of Pacific, a municipal corporation, the real estate situated in Pierce County, Washington, legally described in Exhibit A attached hereto and incorporated herein by this reference, subject to the exceptions set forth in Exhibit B attached hereto and incorporated herein by this reference.

Dated: _____

GORDON PACIFIC LLC

_____
Signature

_____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the _____ of Gordon Pacific LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____
My Appointment Expires: _____

Exhibit G

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

March 14, 2014

L&V Properties LLC
151 Stewart Road SW
Pacific, WA 98047

Re: Stewart / Thornton Street Assessment Reimbursement Area
Your Parcels Nos.: 0420021049, 0420021050, 0420021062

Dear Property Owner:

The City of Pacific has recently completed the design of the Stewart Road corridor from northbound SR 167 to Valentine Avenue. A component of this project is the completion of a signalized intersection at Thornton Avenue including turn lanes. Your property has been identified as a potential beneficiary of these intersection improvements. Based upon the preliminary construction cost estimate and the traffic impacts based on zoning of your property, your share of the intersection construction cost, should you propose to construct any site improvements during the life of the Street Assessment Reimbursement Area (fifteen years), are:

0420021049	$ 69,209.13
0420021050	$ 7,689.90
0420021062	$ 171,053.45

Under the City of Pacific Municipal Code PMC 13.24 you have the rights related to the Street Assessment Reimbursement Agreement:

> 13.24.050 City council action.
> If the owner of any property within the proposed assessment reimbursement area requests a hearing, notice of such shall be given to all affected property owners in addition to the regular notice requirements specified by this code. Cost of this notice shall be borne by the applicant. At the hearing the city council shall take testimony from affected property owners and make a final determination of the area boundaries, the amount of assessments, length of time for which reimbursement shall be required and shall authorize the execution of appropriate documents. If no hearing is requested, the council may consider and take final action on these matters at any public meeting held more than 20 days after notice was mailed to the affected property owners.

A public hearing is scheduled to be held before the City Council on Monday April 14, 2014 at 6:30 pm.

If you have any questions or concerns, please feel free to call me at (253)929-1110.

Respectfully,

CITY OF PACIFIC

James J. Morgan, P.E.

AGENDA ITEM NO. 4K

AGENDA BILL NO. 14-100

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: May 27, 2014

SUBJECT: **Intolight** (PSE) Lighting for Valentine Avenue

ATTACHMENTS: Agreement

Previous Council Review Date:

Summary: The City has completed the design of the Valentine venue project. A critical element of the project is street lighting. Intolight (an element of Puget Sound Energy (PSE)) is the proposed provider and installer of the street lighting equipment. Intolight has provided a quote to supply and install the street lighting.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-165.

Motion for Consideration: Move to approve Resolution No. 2014-165, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PACIFIC AND INTOLIGHT FOR VALENTINE AVENUE STREET LIHTING SYSTEM.

Budget Impact: $334,416.30. This will be a project cost.

Alternatives: None.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014-165

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PACIFIC AND INTOLIGHT FOR VALENTINE AVENUE STREET LIHTING SYSTEM

WHEREAS, the City of Pacific is proposing the construction of improvement on Valentine; and

WHEREAS, these improvements include street lighting for public safety; and

WHEREAS, Puget Sound Energy, Inc. owns and operates Intolight for the purposes of designing and installing street lighting systems; and

WHEREAS, Intolight has provided a quote for costs to install the Valentine Avenue street lighting system..

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 a Custom Street Lighting Order with Intolight for $334,416.30.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF MAY, 2014.

CITY OF PACIFIC

_____
LEANNE GUIER, Mayor

ATTEST/AUTHENTICATED:

_____
AMY STEVENSON-NESS, City Clerk

Approved as to form:

_____
KENYON LUCE, City Attorney

INTOLIGHT®

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

STREET LIGHTING
AUTHORIZATION LETTER

RECEIVED
CITY OF PACIFIC
MAY 13 2014
COMMUNITY DEVELOPMENT
PUBLIC WORKS DEPARTMENT

May 9, 2014

Jim Morgan
City Engineer
City of Pacific
100 – 3rd Ave SE
Pacific, WA 98047

47 Street Lights – Valentine Improvement Project

Dear Jim:

The cost for the installation of 47-30' Mounting Height (MH) Green, Octagonal Concrete Poles, with 47-150 Watt LED, Green, King K803 Luminaires on 10' Aluminum "Z" arms and secondary circuitry is **$334,416.30**. It is based on the description in the Custom Street Lighting Order enclosed. This estimate is valid for **90 days**.

After reviewing the enclosed please sign and return this Letter, Custom Street Lighting Order. **Return one copy in the self -address envelope provided, and retain the other copy** for your file. Upon receipt of the signed agreement there is a 10-week waiting period for us to procure the necessary materials. Payment of **$ 334,416.30** will be requested upon completion.

The following are conditions that may be required before construction of this system:

1. In the area where we are placing our cables and equipment, it is assumed the area is at grade.
2. Locate and mark all privately owned underground facilities.
3. Right-of-way and/or Easements may also be required from you or adjacent property owners.
4. Customer is responsible for proper pole locations and pole and fixture type.
5. The developer is to provide trenching, back filling and pole hole to the depth of 5 ' lined with an 18" corrugated plastic culvert pipe or equivalent (no cardboard Sonotubes. please). PSE street light tube and cables for lighting will in the same trench as the other dry utilities.
6. The pricing does not include any applicable City taxes.

By signing this Letter, Custom Street Lighting Order and returning it, you are stating that you will comply with these requirements and authorize us to perform the work. When the contingencies have been met, this order will be released to construction for scheduling. If you have any questions, please call me at 206.604.3348.

Sincerely,

Jim Kennedy
Account Manager, Lighting Services

The above contingencies are accepted and authorization is given:

By: _____ Date_____

INTOLIGHT®

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

PROJECT NAME: **Valentine Road Improvement** Order #: _____
LOCATION: **City of Pacific**

CUSTOM STREET LIGHTING ORDER

This order dated May 9, 2014 to PUGET SOUND ENERGY, Inc. (PSE) from Mr. Jim Morgan, City of Pacific (Customer) covers the installation of custom lighting authorized by this order. Billing will be on a Monthly basis and in accordance with the terms and conditions contained in PSE's Schedule 51, and any future modifications of such Schedule as may be approved by the Washington Utilities and Transportation Commission. Ownership of all conductors, poles, fixtures, lamps and accessory equipment installed as a result of this order shall remain with PSE. The number, size and type of lights ordered are summarized below.

The installation charge of the listed lighting units was estimated to be $ 334,416.30. Value of the system used to determine the monthly facilities charge is $274,381.60

Description:

(47) 150 Watt LED, Green, King K803 Luminaires on 10' Aluminum "Z" arms
(47) 30' Mounting Height Green, Octagonal Concrete Poles plus circuitry.

Full payment of installation charge up front, paid by Customer. Payment will be requested upon completion. Monthly facilities charge is equal to 0.180% x value of the system.

0.00180 x $274,381.60 = $493.89

The basis of the monthly energy charge under Rate Schedule 51 is as follows:

47 -150 watt LED units x $5.84	=	$ 274.48
Total monthly energy charge		$ 274.48

The total monthly charge for this installation is

Monthly facilities charge	$ 493.89
Monthly energy charge	$ 274.48
Total monthly charge	**$ 768.37**

INTOLIGHT

CUSTOM STREET LIGHTING ORDER (Continued)
PROJECT NAME: **Valentine Ave., Pacific**

Initially, Monthly Billing will be sent to the Mr Jim Morgan, City of Pacific.

Please write the name and address you want the monthly bill send to:

_____

_____

_____

Pacific, WA 98047

This order, executed by customer's duly authorized representative as of the date first written above is for service, as described above, under PSE's Schedule 51.

Customer:

By: _____ Date: _____

Title: _____

Company: Puget Sound Energy

By: _____ Date: May 9, 2014
Jim Kennedy

Title: Account Manager

AGENDA ITEM NO. 4L

Agenda Bill No. 14-101

TO:	Mayor Guier and City Council Members
FROM:	Ken Barnett
MEETING DATE:	5-19-14
SUBJECT:	Striping Interlocal with Pierce County

ATTACHMENTS: Discussion

Previous Council Review Date:

Summary: The City has nine miles of streets that need to be striped and Pierce County can do it for less than any other company.

Recommendation/Action: None at this time

Motion for Consideration:

Budget Impact:

Alternatives: none

AGENDA ITEM NO. 4M

Agenda Bill No. 14-102

TO:	Mayor Guier and City Council Members
FROM:	**Ken Barnett**
MEETING DATE:	**5-19-14**
SUBJECT:	**Code Updates**

ATTACHMENTS: Ordnance 2014-1862

Previous Council Review Date: PW Committee 5-7-14

Summary: The City should adopt the 2012 codes to keep are building, fire, plumbing ext. current and consistent with Washington state and other jurisdictions.

Recommendation/Action: adopt Ordnance 2014-1862 adopting the most current IBC, IRC and Fire and the Uniform Plumbing Codes.

Motion for Consideration: Move to approve Ordnance 2014-1862 to adopt the 2012 IRC, IBC, IFC and the UPC.

Budget Impact: New code book updates 700.00

Alternatives: none

Revised 09/26/13

Draft May 3, 2014

ORDINANCE NO. 2014-1862

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO THE ADOPTION OF THE WASHINGTON STATE BUILDING CODE, ADOPTING THE 2012 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, UNIFORM PLUMBING CODE, INTERNATIONAL FIRE CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, AND CERTAIN APPENDICES BY REFERENCE, AMENDING THE PENALTY SECTIONS IN THE CODES TO ESTABLISH THAT VIOLATIONS ARE SUBJECT TO CIVIL OR CRIMINAL PENALTIES, REPEALING CHAPTER 17.04, 17.08, 17.12, 17.50 SECTIONS 17.19.101 AND 17.22.010 OF THE PACIFIC MUNICIPAL CODE, ADOPTING A NEW CHAPTER 17.04 TO THE PACIFIC MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Building Code Council has adopted a number of the 2012 editions of the various International Building Codes for to be adopted and enforced by local jurisdictions after July 1, 2013; and

WHEREAS, in accordance with RCW 19.27.031, the City is required to adopt the state building code and the updated International Building Codes; and

WHEREAS, the SEPA Responsible Official has determined that adoption of this Ordinance is exempt from SEPA under WAC 197-11-800(2); and

WHEREAS, on May 27, 2014, the City Council considered this Ordinance during its workshop meeting and adopted it at the second reading; NOW, THEREFORE

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 17.04 of the Pacific Municipal Code is hereby repealed.

Section 2. Chapter 17.08 of the Pacific Municipal Code is hereby repealed.

Section 3. Chapter 17.12 of the Pacific Municipal Code is hereby repealed.

Section 4. Section 17.19.101 of the Pacific Municipal Code is hereby repealed.

Section 5. Section 17.22.010 of the Pacific Municipal Code is hereby repealed.

Section 6. Section 17.50 of the Pacific Municipal Code is hereby repealed.

Section 7. A new chapter 17.04 is hereby added to the Pacific Municipal Code, which shall read as follows:

CHAPTER 17.04
BUILDING CODE

Sections:

17.04.010 Washington State Building Code Adopted.
17.04.020 Conflicts and Interpretations of Codes.
17.04.030 Fees.
17.04.040 Violations and Penalties.

17.04.010 Washington State Building Code Adopted. The City adopts the Washington State Building Code as follows:

A. The *International Building Code* (2012 Edition), published by the International Code Council, and amended by the Washington State Building Code Council in WAC 51-51, to be known hereafter as the "International Building Code" or the " IBC," together with:

Appendix E, Supplemental Accessibility Requirements;
Appendix J, Grading;

B. The *International Residential Code* (2012 Edition), published by the International Code Council, and amended by the Washington State Building Code Council in WAC 51-51, to be known hereafter as the "International Residential Code" or the "IRC," together with:

Appendix E, Manufactured Housing Used As Dwellings;
Appendix F, Radon Control Methods;
Appendix G, Swimming Pools, Spas and Hot Tubs;
Appendix R, Dwelling Unit Fire Sprinkler Systems.

C. The *International Mechanical Code* (2012 Edition), published by the International Code Council, and amended by the Washington State Building Code Council in WAC 51-52. This shall be known hereafter as the "International Mechanical Code" or the "IMC."

D. The *International Fuel-Gas Code* (2012 Edition), published by the International Code Council.

E. The *International Fire Code* (2012 Edition), published by the International Code Council, and amended by the Washington State Building Code Council in WAC 51-54A, which shall be known hereafter as the "International Fire Code" or the "IFC," together with:

Appendix B, Fire-Flow Requirements for Buildings;
Appendix C, Fire-Hydrant Locations and Distribution;
Appendix D, Fire Apparatus Access Roads.

F. The *Uniform Plumbing Code* (2012 Edition), published by the International Association of Plumbing and Mechanical Officials, and amended by the Washington State Building Code Council in WAC 51-56, which shall be known hereafter as the "Uniform Plumbing Code" or the "UPC," together with:

Appendix A, Recommended Rules for Sizing the Water Supply System;
Appendix B, Explanatory Notes on Combination Waste and Vent Systems; and
Appendix I, Installation Standards; and
Excluding: Chapters 12 and 15; and
Those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel-fired appliances as found in Chapter 5; and
Those portions of the code addressing building sewers.

G. The *Washington State Energy Code* (2012 Edition) as amended and published by the Washington State Building Code Council, WAC Chapters 51-11C and 51-11R, which shall be known hereafter as the "WSEC."

H. The *Washington State Manufactured Homes Installation Requirements*, or *Mobile Homes Installation Requirements*. Pursuant to RCW 19.27 and RCW 43.22.440, the installation standards of WAC 296-150M together with the reference standards listed therein, are adopted as amended by the State of Washington.

I. The *Washington State Factory Built Housing and Commercial Structures Installation Requirements*, or *Modular Installation Requirements*. Pursuant to RCW 19.27 and RCW 43.22.455, the installation standards of WAC 296-150F together with the reference standards listed therein, are adopted as amended by the State of Washington.

17.04.020. Conflicts and Interpretation of Codes.

A. In case of conflict among the codes enumerated in Section 17.04.010(A) through (I) of this Chapter, the first named code shall govern over those following, except as specifically described in WAC 51-11R-10600.

B. Wherever the adopted codes reference the International Plumbing Code, it shall mean the Uniform Plumbing Code as adopted by the State of Washington. Wherever the adopted codes reference the International Electrical Code, ICC Electrical Code, or the Electrical Code, it shall mean the National Electrical Code (NFPA 70) as adopted by the State of Washington in accordance with RCW 19.28 and WAC 296-46B. Wherever the adopted codes reference the International Energy Conservation Code, it shall mean the Washington State Energy Code as adopted by the State of Washington.

17.04.030 Fees. A permit shall not be issued under the Building Code or any of the Codes identified in Section 17.04.010 until the fees established by the City have been paid, nor shall an amendment to a permit be released until the additional fee, if any, is paid. The City shall establish a fee schedule for permits for all of the Codes identified in Section 17.04.010 by Resolution.

17.04.040 Violations and Penalties.

A. Section 114.4 of the International Building Code is hereby amended to read as follows:

> Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil penalty in the amount of $_____per day for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (Civil Penalty – do you want to have a criminal penalty for IBC violations?)

B. Section R113.4 of the International Residential Code is hereby amended to read as follows:

> Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil penalty in the amount of $_____ per day for each violation. Each day that a

violation continues after due notice has been served shall be deemed a separate offense. (Civil penalty – do you want to have a criminal penalty for IRC violations?)

C. Section 109.4 of the International Fire Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Thousand Dollars ($5,000.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (This is a criminal penalty. You cannot change it to a civil violation.)

D. Section _____(I don't have a copy of the UPC) of the Uniform Plumbing Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Thousand Dollars $5,000.00 or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (This is a criminal penalty. You cannot change it to a civil violation.)

E. Section 108.4 of the International Mechanical Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Thousand Dollars ($5,000.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (This is a criminal penalty. You cannot change it to a civil violation.)

F. Section 108.4 of the International Fuel Gas Code is hereby amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than Five Thousand Dollars ($5,000.00) or by imprisonment not exceeding one year or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (This is a criminal penalty. You cannot change it to a civil violation.)

Section 8. 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 9. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 10. Adopted Codes available to Public. Pursuant to RCW 35.21.180, one copy of all codes adopted by reference in this Chapter have been filed for use and examination by the public in the office of the City Clerk, prior to and after the adoption thereof.

Section 11. Effective Date. This Ordinance shall be effective five days after publication as provided by law.

ADOPTED by the City Council of the City of Pacific and attested by the City Clerk in authentication of such passage on this _____ day of_____, 2014.

APPROVED by the Mayor this ____ day of _____, 2014.

_____
Mayor

ATTEST/AUTHENTICATED:

_____
City Clerk

APPROVED AS TO FORM:

_____
Office of the City Attorney

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

AGENDA ITEM NO. 4N

Agenda Bill No. 14-103

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: May 27, 2014

SUBJECT: PSE Easement on Miles Sand and Gravel Company Property

ATTACHMENTS:

- Agreement
- Resolution No. 2014-167

Previous Council Review Date:

Summary: The City has completed the design of the Stewart Road project and received bids. The project requires the relocation of non-franchise Puget Sound Energy facilities.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-167.

Motion for Consideration: Move to approve Resolution No. 2014-167, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE PAYMENT FOR A PUGET SOUND ENERGY EASEMENT ON PROPERTY OWNED BY MILES SAND & GRAVEL COMPANY.

Budget Impact: $2,500 - Estimated. A portion of the funds may be paid by the TIB Grant.

Alternatives: The alternative is to redesign the facilities at a greater expense for design and construction.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014 - 167

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE PAYMENT FOR A PUGET SOUND ENERGY EASEMENT ON PROPERTY OWNED BY MILES SAND & GRAVEL COMPANY

WHEREAS, the City of Pacific is proposing the construction of improvement on Stewart Road; and

WHEREAS, these improvements require the relocation of power facilities by Puget Sound Energy on property owned by Miles Sand & Gravel Company; and

WHEREAS, Puget Sound Energy requires easements that allow access to said facilities for initial construction and maintenance/improvement purposes; and

WHEREAS, Puget Sound Energy requires that a general easement be in place prior to construction of said facilities.

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

Section 1. The Pacific City Council hereby authorizes the payment of necessary easements between Miles Sand & Gravel Company and Puget Sound Energy, Inc., granting access to locations within Miles Sand & Gravel Company property as generally described and illustrated by Exhibit A and Exhibit B.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12th DAY OF MARCH, 2007.

CITY OF PACIFIC

_____

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

_____

AMY STEVENSON-NESS, City Clerk

Approved as to form:

_____

KENYON LUCE, City Attorney

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department

_____

_____

PUGET SOUND ENERGY

EASEMENT

REFERENCE #:
GRANTOR (Owner): **MILES SAND & GRAVEL COMPANY**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **NE ¼ SE ¼ SECTION 2, T20N, R04E W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **0420024009**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **MILES SAND & GRAVEL COMPANY** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.,** a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in **«COUNTY»** County, Washington:

THE SOUTH 330 FEET OF THE NORTH 360 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., LYING WEST OF THORNTON AVENUE.

EXCEPT THE WEST 297 FEET THEREOF. ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF PACIFIC BY STATUTORY WARRANTY DEED RECORDED FEBRUARY 28, 2006 UNDER RECORDING NUMBER 200602280557.

SITUATE IN THE CITY OF PACIFIC, COUNTY OF PIERCE, STATE OF WASHINGTON.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

THE NORTH 25.00 FEET OF THE EAST 10.00 FEET OF THE WEST 117.00 FEET OF THE ABOVE DESCRIBED PARCEL.

SITUATE IN PIERCE COUNTY, WASHINGTON.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of May, 2014.

OWNER: **MILES SAND & GRAVEL COMPANY**

BY: _____

BY: _____

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **«HUSBAND»** and **«WIFE»**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT A

MILES SAND & GRAVEL COMPANY
PARCEL NUMBER 0420024009

PARCEL DESCRIPTION

THE SOUTH 330 FEET OF THE NORTH 360 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., LYING WEST OF THORNTON AVENUE.

EXCEPT THE WEST 297 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF PACIFIC BY STATUTORY WARRANTY DEED RECORDED FEBRUARY 28, 2006 UNDER RECORDING NUMBER 200602280557.

SITUATE IN THE CITY OF PACIFIC, COUNTY OF PIERCE, STATE OF WASHINGTON.

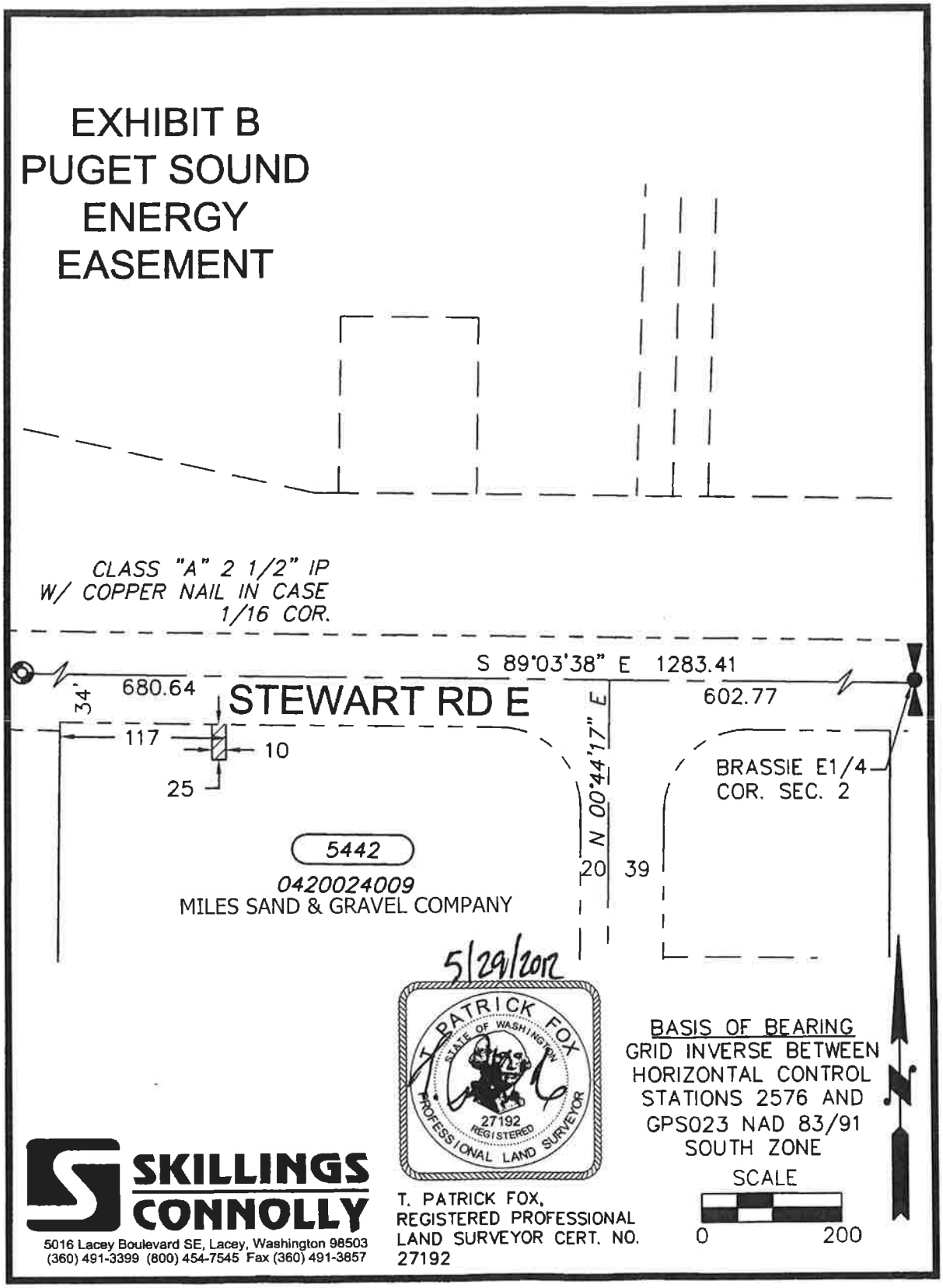
PUGET SOUND ENERGY EASEMENT DESCRIPTION

THE NORTH 25.00 FEET OF THE EAST 10.00 FEET OF THE WEST 117.00 FEET OF THE ABOVE DESCRIBED PARCEL.

SITUATE IN PIERCE COUNTY, WASHINGTON.

5/29/2012

EXHIBIT B
PUGET SOUND ENERGY EASEMENT



SKILLINGS CONNOLLY
5016 Lacey Boulevard SE, Lacey, Washington 98503
(360) 491-3399 (800) 454-7545 Fax (360) 491-3857

T. PATRICK FOX,
REGISTERED PROFESSIONAL
LAND SURVEYOR CERT. NO.
27192

AGENDA ITEM NO. 4O

Agenda Bill No. 14-104

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: May 27, 2014

SUBJECT: King County Solid Waste Reduction and Recycling Program Grant Agreement

ATTACHMENTS:

- Agreement
- Resolution No. 2014-168

Previous Council Review Date:

Summary: The City has applied for and received grants to host 2014 Recycling Collection Events. King County Solid Waste Management Program has provided a grant to assist with the costs of the program. The proposed resolution would accept the funding for these events.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-168.

Motion for Consideration: Move to approve Resolution No. 2014-168, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A 2014 KING COUNTY WASTE REDUCTION AND RECYCLING GRANT AGREEMENT.

Budget Impact: None.

Alternatives: The City has previously accepted other grants to operate this program and executed a contract with a vendor to manage the program.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A 2014 KING COUNTY WASTE REDUCTION AND RECYCLING GRANT AGREEMENT

WHEREAS, the City of Pacific applied to various agencies for small waste reduction and recycling grant that assist in paying the costs associated with holding an annual household hazardous wastes collection event; and

WHEREAS, the City of Pacific has been notified by King County Solid Waste Division that it is approved for a one year grant in the amount of $10,000,

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 a King County Waste Reduction and Recycling Grant Agreement (attached as Exhibit A) in the amount of $10,000 for an annual waste reduction and recycling program.

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

CITY OF PACIFIC

_____
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

_____
AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

_____
KENYON LUCE, CITY ATTORNEY

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

CONTRACT #5637610

INTERAGENCY AGREEMENT FOR 2014

Between

KING COUNTY and the CITY OF PACIFIC

This one-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Pacific, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Pacific adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Pacific by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2014 shall not exceed $10,000.

2. This Agreement provides for distribution of 2014 grant funds to the City. However, 2014 funds are not available until January 1, 2014, and 2014 funding is contingent upon King County Council approval of the 2014 King County budget. The County shall notify the City in writing of the funding status.

3. During this one-year grant program, the City will submit a minimum of one, but no more than four, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:

   a. a description of each activity accomplished pertaining to the scope of work; and

   b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

   If the City chooses to submit up to the maximum of four (4) progress reports and requests for reimbursement during the one-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2015.

   If the City chooses to submit the minimum of one progress report and request for reimbursement during the one-year grant program, it shall be due to the County by March 31, 2015.

   Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2015, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2015.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.

6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.

7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.

8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

    These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.

11. The City shall maintain a record of the use of any equipment that costs more than $1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2017.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."

13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.

14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.

15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.

16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.

17. This project shall be administered by the City's Recycling Coordinator at: 100 Third Avenue SE; Pacific, WA 98047; TEL – 253-929-1105; FAX - 253-887-9910, or designee.

B. <u>The County</u>:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of $5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than $10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to $10,000 per year.

2. The City of Pacific's budgeted grant funds for 2014 are $10,000. Unspent 2014 funds will not carry over to 2015.

3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.

4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Pacific" and/or "text provided courtesy of the City of Pacific."

5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.

6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager of the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2014 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2014 and shall terminate on June 30, 2015. The City shall not incur any new charges after December 31, 2014. However, if execution by either Party does not occur until after January 1, 2014, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2014 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

IV. TERMINATION

A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.

B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.

C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be $1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a $2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.

B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Jim Morgan
City Engineer
City of Pacific
100 Third Avenue SE
Pacific, WA 98047

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

_____
(Title)

_____
Date

King County

BY_____
Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

_____
Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Pacific
2014 Scope of Work

A. Basic Information

1. City of Pacific

2. Grant project manager:

Jim Morgan
City Engineer
City of Pacific
100 Third Avenue SE
Pacific, WA 98047

TEL – 253-929-1115
FAX – 253-887-9910
Email – jmorgan@ci.pacific.wa.us

3. Consultant name:

Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
FAX - (206) 938-9873
Email – pauldevine@msn.com

4. 2014 Budget: $10,000.00

Scope of Work

1. Task One: Recycling Collection Events

A. Schedule - Fall, 2014

B. Task Activities

- Number of Recycling Collection Event – One
- Materials to be collected:
  - Appliances
  - Refrigerators and Freezers+
  - Ferrous Metals
  - Non-ferrous Metals
  - Tires+
  - Lead Acid Batteries
  - Household Batteries

- Porcelain Toilets and Sinks+
- Propane Tanks+
- Mattresses+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- Electronic Equipment

+User fees may apply

- The following educational materials will be distributed:
  - Information on City Recycling Programs.
  - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
  - Other educational materials as appropriate.

- Event promotional methods
  - This event will be coordinated with King County and flyers will be sent to King County Solid Waste Division and Pacific and Algona households.
  - By distributing a promotional flyer through direct mailings.
  - By notices in City newsletters (whenever possible).
  - By posting a notice at City Hall and on the City cable channel and City web site (if available).
  - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2014 volumes and vehicles with prior year's events

D) Task Budget: $7,250.00

Estimated Costs	2014	2014	2014	TOTAL
	WRR	LHWMP	CPG	
City Staff Costs	$400.00	$200.00	$0.00	$600.00
Management/Staffing/Admin/Graphic	$2,520.00	$4,009.67	$1,658.00	$8,187.67
Event Staff Costs	$880.00	$0.00	$1,760.00	$2,640.00
Collection/Hauling Costs				
Wood Waste	$200.00	$0.00	$300.00	$500.00
Scrap Metal, Appliances, etc.	$1,100.00	$0.00	$700.00	$1,800.00
Tires	$600.00	$0.00	$0.00	$600.00
Used Oil/Antifreeze/Filters	$0.00	$1,250.00	$0.00	$1,250.00
Batteries	$0.00	$250.00	$0.00	$250.00
Other materials	$600.00	$250.00	$1,000.00	$1,850.00
Printing/Mailing	$400.00	$350.00	$500.00	$1,250.00
Event Supplies	$250.00	$250.00	$0.00	$500.00
Other Expenses - rentals, etc	$300.00	$220.66	$400.00	$920.66
TOTALS	$7,250.00	$6,780.33	$6,318.00	$20,348.33

NOTE: Hourly rates for City staff are $50.00 per hour. Hourly rates for consultants are as follows: Project Manager - $70.00 and Event Staff - $55.00.

E) Task Performance Objectives:

The City plans to send out approximately 3,100 promotional flyers to Pacific and Algona households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 10-20 tons of material from the local waste stream per event.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology may pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Pacific can reduce the amount of recyclable material finding their way to the local landfill. The City of Pacific has a population of roughly 6,600. The City expects, based on past events, that 200–250 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 10-20 tons of material diverted from the local waste stream for recycling per event.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

Task Two: Purchase Products Made From Recycled Materials

A) Task Schedule: Fall, 2014

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City would like to purchase products made from recycled materials. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by distributing recycle content rain barrels to City residents. The rain barrels weight approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. The number of rain barrels distributed will be based on the size and quality of the barrel selected. The City will work to promote rain barrel distribution to City residents and distribute the rain barrels at City Recycling Collection Events. Residents will be charged a user fee of $20-$25 for each barrel.

C) Task Budget: $2,750.00

Recycled Product Purchase	2014 Cost	2014 Total
Distribute Rain Barrels	$2,750.00	$2,750.00
TOTAL	$2,750.00	$2,750.00

Hourly rates for consultants are as follows: Project Manager - $70.00 and event staff - $55.00.

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By distributing recycle content rain barrels, the City will divert recyclable materials from the waste stream. The City will distribute recycled content rain barrels to City residents, which will help promote recycled products. The City will work to promote the rain pails to City residents for installation and use at resident households. The additional benefits of the rain pails are that they will help reduce household water consumption and reuse natural rainwater. It is expected that after installation the rain pails will continue to conserve water resources for many years.

Exhibit B

2014 Grant Guidelines

Program Eligibility:

Grant funds may be used for a variety of Waste Reduction & Recycling-related programs including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the Program Eligibility section below.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities may also refer to the currently adopted Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (206-477-4624).

Eligible for funding:

- School WR/R education/implementation programs
- Kitchen food waste composting programs
- Reusable bag promotions
- Yard waste subscription promotions
- Outreach at community events
- Promoting new and existing WR/R programs through media, mail, and social networking
- Business recognition programs
- Recycling Collection Events, including collection of tires and mattresses
- Business and residential WR/R education and communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities
- Videos promoting WR/R programs

The following are eligible for funding on a case-by-case basis, as long as part of an overall WR/R Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

- Collection of garbage, except for residual garbage related to the collection of recyclables.
- Collection of any household hazardous waste items including, but not limited to:
  - > Treated wood
  - > Paint
  - > Lead acid batteries
  - > Oil, gasoline, and antifreeze
  - > Florescent lights
- Household Hazardous Waste Education Programs

Cities should pursue funding through LHWMP or CPG for Household Hazardous Waste collection or education programs.

Grant Administration:

Requests for Reimbursement:

Cities may choose to submit only one request for reimbursement during the funding cycle, due no later than March 15, 2015. However, cities may submit requests for reimbursement as frequently as quarterly. Quarterly requests should be submitted on April 30, July 31, and Oct. 31, 2013 with the final request for reimbursement due no later than March 15, 2015. The Budget Summary Report Form (Attachment 4) must be used when submitting requests for reimbursement.

By December 31st, 2014, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2015. (Note: The final request for reimbursement would still need to be submitted by March 15, 2015.) All Progress and Final Reports need to be signed by a city official. Signed reports may be scanned and emailed.

Amendments:

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.

AGENDA ITEM NO. 4P

Agenda Bill No. 14-105

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: May 27, 2014

SUBJECT: PSE Consent Agreement

ATTACHMENTS:

- Agreement
- Resolution No. 2014-169

Previous Council Review Date:

Summary: The City has completed the design of the Stewart Road project and received bids. The project is acquiring real property form private owners that contain critical Puget Sound Energy (PSE) equipment and facilities. PSE needs to maintain these facilities and will need permanent access to the facilities after change of ownership.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-169.

Motion for Consideration: Move to approve Resolution No. 2014-169, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF A CONSENT AGREEMENT BETWEEN THE CITY OF PACIFIC AND PUGET SOUND ENERGY, INC. FOR STEWART ROAD.

Budget Impact: None.

Alternatives: None.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014 - 169

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE EXECUTION OF A CONSENT AGREEMENT BETWEEN THE CITY OF PACIFIC AND PUGET SOUND ENERGY, INC. FOR STEWART ROAD

WHEREAS, the City of Pacific is proposing the construction of improvement on Stewart Road; and

WHEREAS, these improvements require the purchase of real property from private property owners; and

WHEREAS, Puget Sound Energy, Inc. owns easements and rights on the real property to be acquired for the purposes of operating and maintaining their power transmission and other utility facilities; and

WHEREAS, Puget Sound Energy requires that a Consent Agreement be obtained from the City prior to approving the sale of the real property to the City for the Stewart Road construction.

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 a Consent Agreement between the City of Pacific and Puget Sound Energy, Inc. (PSE), granting PSE certain rights on property to be purchased for the Stewart Road project, which contains power transmission and other PSE facilities, as generally described and illustrated by Exhibit A and Exhibit B.

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27th DAY OF MAY, 2014.

CITY OF PACIFIC

_____
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

_____
AMY STEVENSON-NESS, City Clerk

Approved as to form:

_____
KENYON LUCE, City Attorney

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department

_____

_____

PUGET SOUND ENERGY

CONSENT FOR USE OF PUGET SOUND ENERGY RIGHT-OF-WAY

This Agreement is made between **Puget Sound Energy, Inc.**, "PSE" herein, and **City of Pacific** "Owner/Requestor" herein:

PSE operates and maintains utility facilities in an easement on property located at 221 and 277 Stewart Road SW, more particularly described as SE NE SECTION 2, T20N, R04E W.M. The location and extent of PSE's easement rights and its Easement Area are more specifically described in the easement document(s) recorded under Auditor's File Number(s) _____ (the "Easement").

Owner/Requestor desires the consent of PSE to utilize portions of the Easement Area for the following described uses:

A. Multi-Purpose Pedestrian / Bicycle Trail

B. Stormwater Pond

C. Stormwater Conveyance System

As shown on the drawing [marked Exhibit "A" attached hereto][or on file with PSE].

PSE and Owner/Requestor agree that Owner/Requestor may utilize the Easement Area for the above described uses, subject to the following terms and conditions:

1. Owner/Requestor shall not interfere with PSE's rights under the Easement. If Owner/Requestor's use of the Easement Area interferes with or becomes a hazard to PSE's ability to access, construct, operate, inspect, maintain or repair PSE's facilities within the Easement Area, as determined by PSE in its sole discretion, Owner/Requestor will be required to immediately correct such interference or hazard at Owner/Requestor's sole cost and expense. If Owner/Requestor fails to correct such interference or hazard, then PSE may remove the interference or hazard and Owner/Requestor shall reimburse PSE for its incurred costs.

2. No filling and/or grading is allowed within the Easement Area without PSE's prior written consent. Owner/Requestor shall be responsible for all costs associated with adjusting or modifying PSE's facilities to accommodate the uses approved by this consent Agreement.

3. All persons, equipment and activities must stay at least twenty (20) feet away from all power lines.

4. Flammable and/or volatile materials may not be stored on the Easement Area.

5. PSE's access to its facilities within the Easement Area shall not be permanently blocked off or unduly restricted. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at all times. Landscaping must not interfere with such access. Any construction within the Easement Area must be consistent with the above-mentioned restrictions. PSE shall not be responsible for any damage or costs

relating to PSE's removal of unauthorized fences, materials or other items or structures, nor shall PSE be responsible for replacing such unauthorized uses.

6. All shrubs and trees to be situated in the Easement Area must be of low growing varieties which do not exceed fifteen (15) feet in height at maturity.

7. Owner/Requestor assumes all risk of loss, damage, or injury which may result from Owner/Requestor's use of the Easement Area. Owner/Requestor shall indemnify PSE from and against any liability or damage incurred by PSE as a result of (i) the negligence or willful misconduct of Owner/Requestor, or its employees, agents or contractors (collectively, the "Indemnifying Parties"); (ii) the exercise by Indemnifying Parties of the rights granted under this Agreement;, or (iii) resulting from Owner/Requestor's breach of this Agreement, but nothing herein shall require Owner/Requestor to indemnify PSE for that portion of any such liability attributable to the negligence of PSE, its employees, agents or contractors. Any damage to or impairment of PSE's facilities caused by or resulting from Owner/Requestor's use may be repaired or remedied by PSE at PSE's option, and PSE shall be entitled to recover from Owner/Requestor all costs incurred by PSE related to such repair or remedy.

8. The provisions of this Agreement shall not modify or amend any terms of the Easement. In the event of any conflict between the terms of this Agreement and the Easement, this Agreement shall prevail.

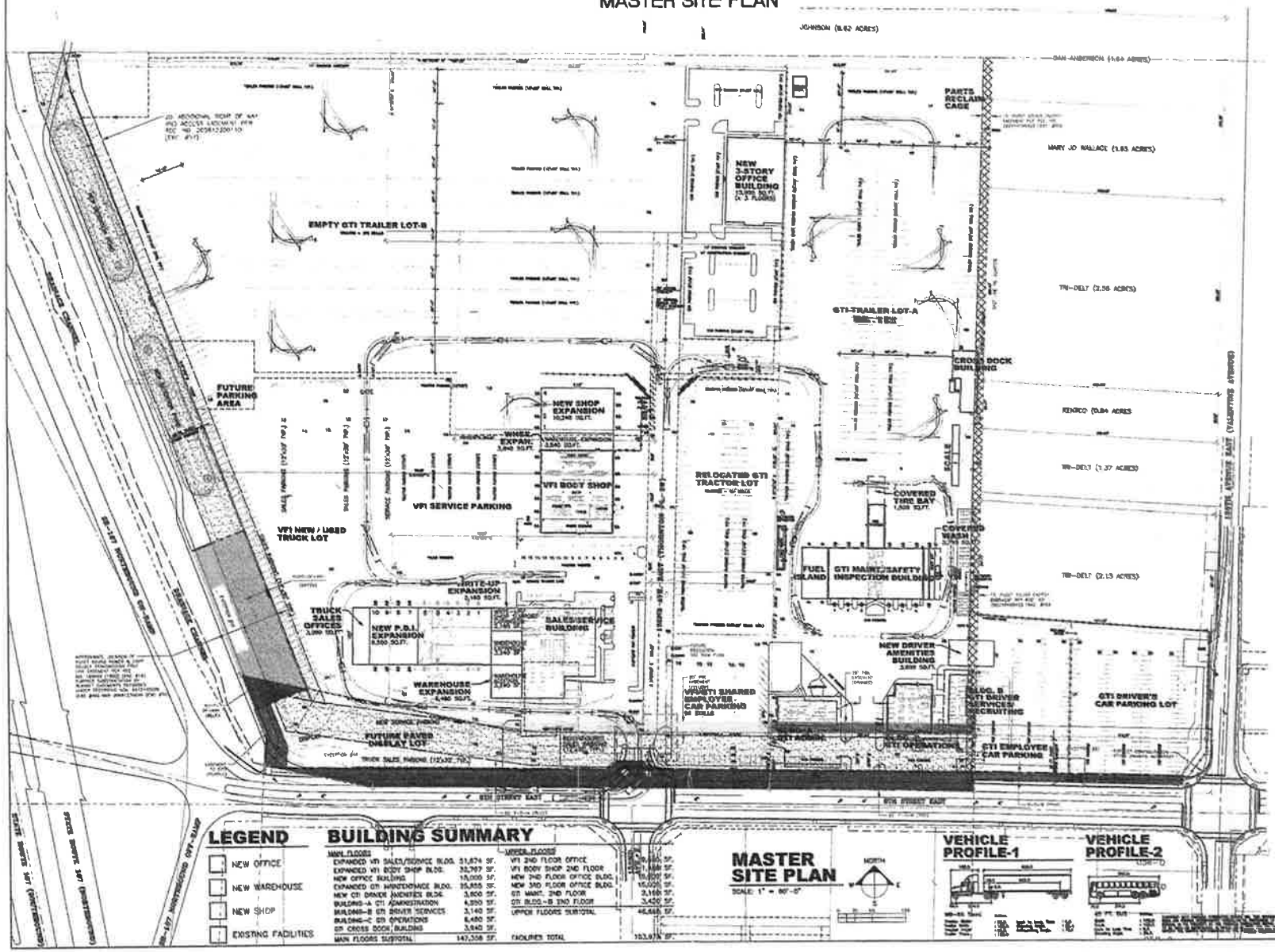
9. PSE does not own the land within the Easement Area. If you are not the Owner of such lands, you must acquire rights for such use from the landowner.

10. Owner/Requestor must notify PSE's First Response Engineer at 1-888-225-5773 at least 48 hours prior to beginning any construction activities.

11. The terms and conditions herein shall be binding upon the parties and their respective successors and assigns.

Approved:	Agreed to and Accepted:
PUGET SOUND ENERGY, INC.	City of Pacific _____
By: _____ Supervisor Real Estate	By: _____ Leanne Guier, Mayor
Date: _____	Date: _____

10 YEAR SITE DEVELOPMENT PLAN
MASTER SITE PLAN



10 YEAR SITE DEVELOPMENT PLAN
MASTER SITE PLAN

For: GORDON TRUCKING INC.
101 STEWART STREET
PACIFIC, WASHINGTON 98047-2009

1075 TAD MOLE STREET
KENT, WA 98031
(253)251-4922
(253)251-4962 FAX
ONE SHORELINE WAY
SEATTLE, WASHINGTON 98133

1671

AGENDA ITEM NO. 4Q

Agenda Bill No. 14-106

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: May 27, 2014

SUBJECT: Contract with Parametrix – 51st Ave S Survey

ATTACHMENTS: Resolution 2014-170

Previous Council Review Date: N/A

Summary: The property owners along 51st Avenue S have experienced significant storm water intrusion onto their property as a result of in-sufficient City storm water facilities. The City Engineer is prepared to begin design of improvements that would correct the system deficiencies. As an entry to this effort, the Engineer will need accurate survey data of the area. Parametrix has submitted a price for the survey work, as a part of our on-call agreement.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-170.

Motion for Consideration: Move to approve Resolution No. 2014-170, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, EXPENDITURE WITH PARAMETRIX FOR SURVEY WORK ASSOCIATED WITH THE 51St AVENUE S STORMWATER PROJECT.

Budget Impact: The cost for this service is $10,000 and shall be paid from the Stormwater Professional Services Funds.

Alternatives: None.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014 -170

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXPENDITURE WITH PARAMETRIX FOR SURVEY WORK ASSOCIATED WITH THE 51st AVENUE S STORMWATER PROJECT

WHEREAS the City of Pacific is responsible for the operations and maintenance of stormwater facilities within the corporate limits; and

WHEREAS some of the property owners on the West Hill adjacent to 51st Avenue S have expressed concerns about the encroachment of stormwater on to their property; and

WHEREAS prior to initiating the engineering work, it is imperative to obtain an accurate survey of the right of way; and

WHEREAS the City Engineer has solicited quotes and is recommending an expenditure with Parametrix for completion of this project at $10,000,

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

Section 1. The Pacific City Council hereby authorizes expenditure with Parametrix, Inc. for survey work on 51st Avenue S in the amount of $10,000.

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

CITY OF PACIFIC

_____
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

_____
AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

_____
KENYON LUCE, CITY ATTORNEY

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

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

AGENDA ITEM NO. 4R

Agenda Bill No. 14-107

TO: Mayor Guier and City Council Members

FROM: Public Works

MEETING DATE: May 27, 2014

SUBJECT: Puget Sound Energy Relocation Agreement

ATTACHMENTS: Resolution

Previous Council Review Date: Public Works Committee

Summary: The City has been working to construct needed improvements to the Valentine Avenue corridor. A critical element of the project is the relocation of PSE power lines in the corridor. This agreement approves the payment to PSE for costs associated with the design and construction of the necessary power line relocation.

Recommendation/Action: Staff recommends Council approve Resolution No. 2014-171.

Motion for Consideration: Move to approve Resolution No. 2014-171, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING A THE PUGET SOUND ENERGY FACILITY RELOCATION AGREEMENT FOR THE VALENTINE AVENUE CORRIDOR.

Budget Impact: The City will receive a pro rata share of the funds from a variety of funding sources for the project.

Alternatives: This agreement is one more element allowing the City to finalize the Valentine Avenue project.

CITY OF PACIFIC
WASHINGTON

RESOLUTION NO. 2014 - 171

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, APPROVING A THE PUGET SOUND ENERGY FACILITY RELOCATION AGREEMENT FOR THE VALENTINE AVENUE CORRIDOR.

WHEREAS, Puget Sound Energy (PSE) owns and operates overhead distribution power lines in easements in the Valentine Avenue corridor on property owned by numerous property owners, and

WHEREAS, the City of Pacific is acquiring a portion of the properties encumbered by the operational easements where the PSE distribution lines and operational rights exist for the purposes of widening Valentine Avenue, and

WHEREAS, Puget Sound Energy will need to design and relocate their existing distribution lines to other areas within the new rights-of-ways and easements, at a cost which is to be borne by the City,

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

Section 1. The Pacific City Council hereby authorizes the expenditure and appropriation of funds in the total amount of approximately $175,000 which constitutes reimbursement of funds for the implementation of the Facilities Relocation Agreement. A copy of said contract is attached and incorporated hereto and designated Exhibit "A" and incorporated by reference herein.

Section 2. The Mayor of the City of Pacific is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

CITY OF PACIFIC

_____
LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

_____
AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

_____
KENYON LUCE, CITY ATTORNEY

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

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