

CITY OF GIG HARBOR
RESOLUTION NO. 663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT WITH DONKEY CREEK HOLDINGS LLC FOR PROPOSED WETLAND MITIGATION, AS REQUIRED BY GIG HARBOR MUNICIPAL CODE SECTION.

WHEREAS, the Gig Harbor Municipal Code requires that proposed alterations to wetland buffers be mitigated and that a memorandum of agreement be recorded against the property identifying the required mitigation; and

WHEREAS, Donkey Creek Holdings LLC applied for a permit for filling, grading and construction of a rock wall; and

WHEREAS, Donkey Creek Holdings LLC has agreed to execute the Development Agreement attached hereto as Exhibit A as a condition of receiving the permit; and

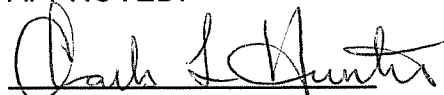
WHEREAS, on March 13, 2006, the Gig Harbor City Council held a public hearing on the Development Agreement, and voted to authorize the Mayor to sign the Development Agreement on behalf of the City; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

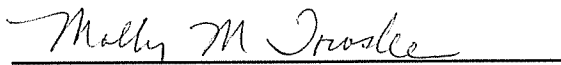
Section 1. The City Council hereby authorizes the Mayor to sign the Development Agreement attached hereto as Exhibit A, on behalf of the City of Gig Harbor.

RESOLVED by the City Council this 13th day of March, 2006.

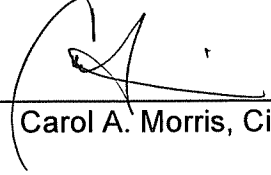
APPROVED:


Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:


Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY:  _____
Carol A. Morris, City Attorney

Filed with the City Clerk: 3/8/06
Passed by the City Council: 3/13/06
Resolution No. 663

EXHIBIT 'A'

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND DONKEY CREEK HOLDINGS LLC FOR
THE PERFORMANCE OF WETLAND MITIGATION**

THIS DEVELOPMENT AGREEMENT is made and entered into this 6 day of March, 2006, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Donkey Creek Holdings LLC, a limited liability corporation organized under the laws of the State of Washington, hereinafter the "Developer."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, the Developer has received a clearing and grading permit from the City, and as a condition of such permit, is required to perform certain wetland mitigation on the property, as defined in the document entitled "Wetland Mitigation Concept and Goals," which is attached hereto as Exhibit A; and

WHEREAS, on March 13, 2006, the City Council held a public hearing on this Development Agreement, and authorized the Mayor to sign this Development Agreement with the Developer; Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is commonly known as the "Burnham Drive Commercial Park, Lot 6, which involves the development and use of the Property, consisting of 10 acres in the City of Gig Harbor, commonly known as 10515 Burnham Drive. The Developer applied for clearing and grading permits for Lot 6 of the Project, in the vicinity of a wetland buffer. The Developer is proposing to reduce the wetland buffer of a Category I wetland from 100 feet to 75 feet, through mitigation, which requires enhancement of the currently degraded wetland buffer. Gig Harbor Municipal Code Section 18.08.150(A)(4) requires that such mitigation be required through an Agreement, which is then recorded against the Property, to ensure performance.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *The Wetland Mitigation Concept and Goals.* The Developer agrees to perform all of the wetland mitigation on the Property, as described in the document

entitled: "Wetland Mitigation Concept and Goals, attached hereto and incorporated herein by this reference as Exhibit B. Completion of all wetland mitigation described in Exhibit A shall be performed on or before December 31, 2009.

Section 4. *Covenant Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibit A shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer and every subsequent purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

Section 6. *Enforcement.* If the Developer does not perform as required under this Agreement on or before the date set forth in Section 3, the City may commence a code enforcement action as described in chapter 17.07 GHMC, or as such chapter may be amended in the future, and such action may involve imposition of penalties as well as a demand for other legal and equitable relief when civil or criminal penalties are inadequate to effect compliance.

Section 7. *Effective Date and Termination.* This Agreement shall commence upon the date it is executed by both parties, and shall continue in force for a period of 4 years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect.

Termination of this Agreement may occur earlier if the Developer completes all wetland mitigation described in Exhibit A before the date set forth in Section 3. Termination shall not affect any of the Developer's obligations to comply with the terms and conditions or any applicable zoning code(s) or subdivision map or other land use permits or approvals granted with respect to the Property, or any other conditions of the Project, which are specified as continuing after the termination of this Agreement.

Section 8. **Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 9. **Integration, Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement and the documents referenced herein, include the understandings and agreements of the parties regarding the subject matter described herein. There are no verbal or other communications which modify the terms of this Agreement. This Agreement may be amended by mutual consent of all of the parties,

provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200).

Section 10. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as set forth below. Notice to the City shall be to the attention of both the Community Development Director and the City Attorney. Notices to the Developer or any subsequent purchasers of the property described in Exhibit A shall be required to be given by the City only for those purchasers who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands, correspondence or refunds.

DONKEY CREEK HOLDINGS, LLC
PO Box 245,
Gig Harbor, WA 98335

CITY OF GIG HARBOR
Attn: Gig Harbor Administrator
3510 Grandview Street
Gig Harbor, WA 98335

City Attorney, Carol Morris
P.O. Box 948
Seabeck, WA 98380

Section 11. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 12. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

MAR 06 2006

COMMUNITY
DEVELOPMENT

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNER/DEVELOPER:

CITY OF GIG HARBOR

By [Signature]
Its MEMBER MAY
Print Name: WYNNE PERROW

By _____
Its Community Development Director

By _____
Its Mayor

Developer DOWNEY CREEK HOLDINGS, LLC
Address: P.O. Box 245
Gig Harbor, WA. 98335

ATTEST:

Phone: (253) 851-9300

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Attn: Community Development Director

RECEIVED
CITY OF GIG HARBOR

MAR 06 2006

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

COMMUNITY
DEVELOPMENT

I certify that I know or have satisfactory evidence that Wade Perrow 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 acknowledged it as the Managing member of Donkey Creek Holdings LLC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 6, 2006

Bonnie Melchior

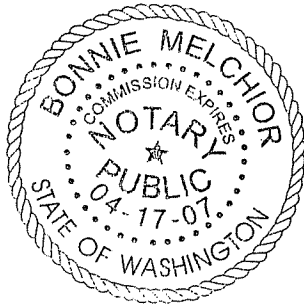
Bonnie Melchior

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

Pierce County

My Commission expires: 4-11-07



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 acknowledged it as the Mayor of Gig Harbor 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 John Vodopich, AICP 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 acknowledged it as the Community Development Director of Gig Harbor 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 Parcel #02223120335

THE NORTH 330 FEET, AS MEASURED ALONG THE WEST LINE OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, LYING NORTHERLY AND EASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF GIG HARBOR LONGBRANCH PURDY KITSAP COUNTY ROAD, AND WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE CITY OF TACOMA'S LAKE CUSHMAN POWERLINE.

EXCEPT FROM SAID ABOVE NORTH 330 FEET THE NORTH 60 FEET THEREOF

Exhibit B

1.0 WETLAND MITIGATION CONCEPT AND GOALS

1.1.0 MITIGATION CONCEPT

The Burnham Commercial Park Shell #6 project includes one Category 1 wetland and its associated buffer located on the west side of the site. Due to the degraded existing condition of the standard 100 foot Category 1 wetland buffer and the proposed site plan, the buffer will be reduced 25% to a 75 foot width. To compensate for the reduced buffer width, the remaining 75 foot buffer will be enhanced through removal of debris as well as installation of native plant material. Native trees and shrubs commonly found in undisturbed areas of buffer surrounding this wetland have been chosen for this enhancement.

The buffer along the east side of the wetland, downslope from the proposed site development and grass biofilter, will be heavily planted with a combination of deciduous and evergreen native trees and shrubs to provide screening and shelter next to areas of high human activity.

Additional mitigation measures include removal of asphalt and sheetrock debris along the wetland edge, installation of sensitive area signage, routine maintenance, and three years of monitoring over a three year period.

This Wetland Buffer Enhancement Plan has been prepared using the revised wetland delineation and base map supplied by AHBL.

1.2.0 MITIGATION GOALS

1.2.1 Restore and enhance 16,820ft² of existing wetland buffer. The goal will be to increase vegetation species richness in the wetland buffer from the existing, disturbed, low species richness condition. This will be attained through removal of debris and trash as well as a planting five (5) different deciduous and coniferous native trees (total of 49 trees), nine (9) different species of native shrubs (total of 197 shrubs), and a groundcover of two (2) species of native grasses.

1.2.2 Enhance the wildlife habitat function of the wetland buffer through installation of native plantings in the remaining 16,820ft² of buffer. Currently the buffer has little if any habitat for wildlife due to the highly disturbed condition. This buffer enhancement planting will provide food, shelter and a protected corridor from human intrusion for those species utilizing the wetland and its buffer.

1.2.3 Remove invasive and exotic plants from 16,820ft² of the buffer and replace with native species when exotics (reed canary grass, blackberry, scotch broom, etc.) exceed 5% of the total mitigation area.

1.2.4 Protect the mitigation area by installing sensitive areas signage at 25 foot intervals along the edge of the buffer.

2.0 CONSTRUCTION SEQUENCE

The construction sequence of this project will be implemented as follows:

- 2.1 Pre-construction meeting
- 2.2 Construction staking
- 2.3 Construction fencing and erosion control
- 2.4 Clearing and grading
- 2.5 Stabilization of mitigation areas
- 2.6 Plant material installation
- 2.7 Construction inspection
- 2.8 Agency approval
- 2.9 Monitoring inspection and reporting
- 2.10 Silt fence removal
- 2.11 Project completion

2.1 Pre-construction Meeting

A pre-construction meeting will be held on-site prior to commencement of construction, to include the biologist, the contractor, owner and City of Gig Harbor. The approved plans and specifications will be reviewed to ensure that all parties involved understand the intent of the construction documents, specifications, site environmental constraints, and sequences.

2.2 Construction Staking

The limits of clearing and grading will be marked in the field by a licensed professional land surveyor prior to commencement of construction activities.

2.3 Construction Fencing & Erosion Control

All erosion control measures adjacent to the enhancement area, including silt fencing and orange construction fencing will be installed outside of the wetland buffer. Erosion control fencing will remain around the enhancement area, outside of the wetland buffer, until clearing, grading and hydroseeding are complete.

2.4 Clearing & Grading

Clearing, grading and retaining wall installation, per approved "Burnham Commercial Park Shell #6 Grading Plan" by AHBL.

2.5 Stabilization of Mitigation Area

All graded areas will be stabilized with hydroseeding or mulched per 3.4.2 upon completion of grading. Orange construction fencing and erosion control fences will be restored and placed around the restoration area.

2.6 Plant Material Installation

Plant material will be planted by hand per detail and Construction and Planting Notes. The Enhancement Plan specifies the required size, species, quantity, and location of plant materials to be installed. The contractor will re-seed or over-seed all hydroseeded areas disturbed during the planting process with the specified native seed mix. Upon

completion of the planting, the orange construction fencing and erosion control fencing will be restored and repaired.

2.7 Construction Inspection

Upon completion of planting, if installation or materials vary significantly from the Enhancement Plan, the contractor will submit a reproducible "as-built" drawing to owner and B-twelve. The wetland specialist will confirm "as-built" conditions and then submit the "as-built" to the County.

Upon completion of the installation, the Owner will conduct an inspection to confirm proper implementation of the Enhancement Plan. Any corrections, substitutes or missing items will be identified in a "punch list".

2.8 Agency Approval

Following acceptance of the installation, a letter will be prepared to City of Gig Harbor requesting approval of the installation.

2.9 Monitoring Inspection and Reporting

The monitoring program will start approximately six (6) months following installation approval. The subsequent monitoring inspections will be conducted in accordance with Section 5.0 of this Plan.

2.10 Silt Fence Removal

Erosion control fencing adjacent to the enhancement area will remain in place until all areas adjacent to the enhancement area have been stabilized.

2.11 Project Completion

If after the final year of monitoring (year 3), the project has satisfied the objectives and goals of the approved Enhancement Plan, a letter will be prepared to City of Gig Harbor requesting final approval and release of the bond.

3.0 CONSTRUCTION AND PLANTING NOTES

3.1.0 SITE PREPARATION

3.1.1 Contractor will approve existing conditions of subgrade prior to initiation of any enhancement installation work. Contractor will inform Owner of any discrepancies between the approved construction document and existing conditions.

3.1.2 Contractor will flag the limits of clearing with orange construction fencing and will observe these limits during construction. No natural features or vegetation will be disturbed beyond the designated "limits of clearing".

3.1.3 Contractor will hand grub all weedy species including Scotch Broom, reed canary grass, Blackberry varieties, Thistles and/or any other weed designated to be removed by the Enhancement plan. Grubbing of weeds, including root stock, will be completed without the use of chemicals. Weed debris will be disposed off site.

3.14 Contractor will remove by hand all asphalt and sheetrock debris in areas of the buffer indicated on the Enhancement Plan. This debris will be disposed of outside of the enhancement area at an approved solid waste facility.

3.2.0 PLANT MATERIALS

3.2.1 All plant materials will be as specified in the plant schedule. Only vigorous plants free of defects, diseases and infestation are acceptable for installation.

3.2.2 All plant materials will conform to the standards and size requirements of ANSI Z60.1 "American Standard for Nursery Stock". All plant materials will be native to the northwest, and preferably the Puget Sound Region. Plant materials will be propagated from native stock; no cultivars or horticultural varieties will be allowed. All plant materials will be grown from nursery stock unless otherwise approved.

3.2.3 All nursery grown plant materials will be in containers or balled and burlapped. Bare root plantings will be subject to approval.

3.2.4 All plant materials stored on-site longer than two (2) weeks will be organized in rows and maintained by the contractor at no additional cost to the owner. Plant materials temporarily stored will be subject to inspection and approval prior to installation.

3.2.5 Substitution requests must be submitted in writing to the Owner and approved in writing prior to delivery to site.

3.2.6 Dig, pack, transport and handle all plant materials with care to ensure protection from injury. Heel in topsoil or sawdust, all plant materials to be stored on site more than 24 hours. Take precautionary measures to ensure plant materials do not dry out before planting. Wetland plants are to be shaded and saturated until time of installation. Immediately after installation the Enhancement planting area will be saturated to avoid capillary stress.

3.2.7 The contractor will verify all plant materials, quantities shown on the planting plan, and the plant schedule. The quantity of plant materials shown on the plan takes precedent over the quantity on the plant list.

3.3.0 PLANT MATERIAL INSTALLATION

3.3.1 All plant materials must be inspected prior to installation to verify conformance of the materials with the plant schedule including size, quality and quantity. Any plant materials deemed unsatisfactory will be rejected.

3.3.2 Plant materials delivered and accepted should be planted immediately. Plant materials not planted within 24 hours will be heeled-in per note 3.2.6. Plant materials stored under temporary conditions will be the sole responsibility of the contractor. Plants will be protected at all times to prevent the root ball from drying out before, during, or after planting.

3.3.3 Planting pits will be circular with vertical sides, and will be filled with approved soils. If native soils are determined to not be acceptable, pit soils will be amended with Cedar Grove mulch or equivalent.

3.3.4 No fertilizers will be used within the wetland. In buffer areas only, install "Agriform", or equal plant fertilizer to all planting pits as specified by manufacturer. Fertilizers are allowed only below grade in the planting pits in the buffer areas. No sewage sludge fertilizer ("SteerCo" or "Growco") is allowed in the Enhancement area.

3.3.5 Containerized plant materials will be removed from their containers carefully to prevent damage to the plant and its roots. Plants removed from their containers will be planted immediately.

3.3.6 Plant materials will be placed as shown on the approved Enhancement plan. If the final installation varies from the approved Enhancement plan, the contractor will provide a reproducible mylar as-built of the installed conditions. All plant material will be flagged by the contractor.

3.3.7 All conifer trees will be staked per the detail on the Enhancement plan. All deciduous trees 1" caliper and larger will be staked per the detail on the Enhancement plan. Remove tree staking and guy wires from all trees after one year. Cut guy wires away from trees and remove wire and tree stakes from site.

3.4.0 PLANTING SCHEDULE AND WARRANTY

3.4.1 A fall-winter installation schedule (October 1st – March 15th) is preferred for lower mortality rates of new plantings. If plant installation occurs during the spring or summer (March 15 – Oct. 1st) the plantings will be irrigated with a temporary automatic irrigation system throughout the summer months. The automatic irrigation system will provide head to head coverage of the entire planting area. The automatic controller will be scheduled for a minimum of thirty (30) minutes every other day until fall rains can provide adequate rainfall to support the plant material. The enhancement plantings will be watered twice a day for thirty (30) minutes for the first week.

3.4.2 All disturbed areas will be mulched or seeded with the native seed mix of Idaho fescue and Redtop as specified on the plans as soon as the Enhancement area grading is complete. The hydroseed must be germinated and a grass cover established by October 1st. If the cover is not adequately established by October 1st, exposed soils will be covered with approved erosion control material and contractor will notify Owner in writing of alternative soil stabilization method used. If these grasses (or colonizing grasses and forbs) are observed to be shading out installed plant material, mowing within the dripline *only* of these individuals will be conducted on a regular basis.

3.4.3 The contractor will warranty all plant materials to remain healthy and alive for a period of one year after final acceptance. The contractor will replace all dead or unhealthy plant materials per the approved plans and specifications.

3.5.0 SITE CONDITIONS

3.5.1 Contractor will coordinate with Owner for construction scheduling.

3.5.2 Landscape installation will begin after City of Gig Harbor acceptance of grading and construction plans for the site. There will be no major grading within the mitigation area, although debris and trash will be removed. Contractor will notify Owner of acceptance of final grading.

3.5.3 Silt fences are to be installed outside the enhancement area as shown on the Erosion and Sediment Control and Grading Plan. The contractor is responsible for repair and replacement of silt fences disturbed during plant installation. No equipment or soils are to be stored inside the silt fences.

3.5.4 After clearing and grading is complete in the Enhancement area, exposed soils will be hydroseeded or mulched. Orange construction fence will be placed around the Enhancement area to prohibit equipment and personnel in the Enhancement area.

3.5.5 Soils in the Enhancement area are sandy and offer a relatively poor growing medium. Therefore, 2"-4" of topsoil will be added to the Enhancement area following weedy species removal and prior to plant material installation.

3.5.6 All plant material will be pocket planted with suitable soils per planting details. Soils from planting holes will be exported outside the area unless specifically authorized for spoil in the Enhancement area by the approved Enhancement plan.

4.0 MAINTENANCE PROGRAM

This Maintenance Program outlines the program, procedures and goals for Enhancement of the wetland resource at the Burnham Commercial Park Shell #6 Enhancement site.

This maintenance program will be the responsibility of the project owner through the duration of its ownership of the Enhancement area, or throughout the duration of the monitoring period, whichever is longer. The maintenance contractor will complete the work as outlined below.

4.1.0 MAINTENANCE WORK SCOPE

4.1.1 The primary goals of the Enhancement plan are to enhance the existing wetland buffer, preserve the hydrology and water quality of the wetland and enhance the native plant community typically found around undisturbed wetlands. To accomplish this goal, normal landscaping methods must be modified to include:

a. No mowing or trimming of ground cover or vegetation in the Enhancement area except as noted in Section 3.4.2.

b. No placement of fertilizers in the Enhancement area.

c. No placement of bark mulch or equivalent in the Enhancement area, except as noted in the planting details.

d. No placement of grass clippings, landscape debris, fill or ornamental plant materials in the Enhancement area.

4.1.2 Work to be included in each site visit:

a. Remove all litter including paper, plastic, bottles, construction debris, yard debris, etc.

b. Remove all non-native, invasive and noxious vegetation including blackberry varieties, thistles, tansy ragwort, scotch broom, reed canary grass, etc. All removal of vegetation is to be conducted by hand without the use of pesticides or chemicals. All debris is to be removed from site and disposed in an approved landfill. Refer to agency list of noxious weeds for further information.

c. Repair silt fencing and signage as needed.

4.1.3 Work to be completed on an annual basis includes:

a. Replace dead or failed plant materials. Replacement plantings are to be of same species, size and location as original plantings. Plantings are to be installed during the dormant period.

b. Remove tree staking and guy wires from all trees after one year. Cut guy wires away from trees and remove wire and tree stakes from site.

4.2.0 MAINTENANCE SCHEDULE

Conduct all items listed in the Maintenance Work Scope on an annual basis. Additional work may be required per the Monitoring Report and as approved by City of Gig Harbor. Additional work may include removal of the grasses around each shrub and tree, installation of wood chips at each shrub and tree base, reseeding the Enhancement area, restaking existing trees and erosion control protection.

4.3.0 WATERING REQUIREMENTS

4.3.1 If plantings are installed within the dormant period throughout the winter months (October through March 15) watering is not required. If plantings are installed during the summer months (March through October 1st) a temporary irrigation system will be required. The temporary irrigation system may be removed after the first year providing the plantings are established and acclimated to on-site conditions per Construction and Plantings Notes Sect. 4.0.

4.3.2 Irrigation will continue from initiation through October 1, or between June 1 and Oct. 1 for any subsequent year. Irrigation, if required, will provide head to head coverage for 30 minutes per day every other day.

4.4.0 CLOSEOUT OF THREE YEAR MONITORING PROGRAM

Upon completion of the monitoring program and acceptance of the wetland buffer enhancement by City of Gig Harbor, the maintenance of the project will be reduced to include removal of litter and debris, repair of signage, removal of noxious weeds and undesirable vegetation, and repair of vandalized areas.

5.0 WETLAND AND BUFFER MONITORING PROGRAM

The enhanced buffer will be monitored three times over a three year period. Monitoring will be conducted using the techniques and procedures described below to quantify the survival, relative health and growth of plant material as well as the successful creation of an early successional forested buffer. A monitoring report submitted following each monitoring visit will describe and quantify the status of the Enhancement at that time.

The monitoring schedule is as follows:

- 1) At time of construction.
- 2) Thirty days after planting.
- 3) Early in the growing season of the first year.
- 4) End of the growing season of the first year.
- 5) Twice the second year.
- 6) Annual inspection the third and final year.

5.1 SAMPLING METHODOLOGY

5.1.1 Vegetation

The vegetation monitoring consists of two (2) distinct tasks. The first is the inspection of the planted material to determine the health and vigor of the installation. All the planted material should be inspected during each monitoring visit to determine the level of survival of the installation.

The second task will be the sampling of the enhanced buffer to determine vegetative coverage's. Since the enhancement site will be in the early stages of forest succession, the shrub and tree species will be monitored using the Line Intercept method as described by Canfield (1941). Two transects will be randomly located in the buffer and will be sampled using the Line Intercept technique. A table documenting linear density index, relative density, frequency, relative frequency, linear coverage, relative coverage and importance value for each species in the shrub/tree strata will be produced. The herb strata will be sampled using a 0.25m² rectangular quadrant randomly located along the transects and permanently marked with a wooden hub within the buffer. Twenty (20) sample points will be sampled and coverage classes based upon Daubenmire (1959) will

be recorded. A table documenting frequency, relative frequency, coverage, relative coverage and importance value for each species in the herb strata will be produced.

5.1.2 Wildlife

Visual observations of all wildlife species observed during the monitoring will be recorded. Identify and record all visual observations of birds, mammals, fish, amphibians, reptiles, and invertebrates found on-site. Note any breeding or nesting activity in the Enhancement area. Observations will be limited to the annual monitoring inspections.

5.1.3 Water Quality

Visually monitor water quality in the wetland. Unacceptable water quality will include evidence of erosion within the Enhancement and evidence of sedimentation.

5.1.4 Photo Documentation

Permanent photo-points will be established at the enhancement site in order to obtain representative photographs of the project. Photo-points will be established to document buffer vegetation success. Photos will be taken from the same locations yearly to document the project appearance and progress.

5.1.5 Enhancement Success

The monitoring results shall be compared to the Standards of Success in order to determine the success of the project. If, as a result of special or annual monitoring site visits, the Owner is notified of a significant problem with the Enhancement success, the Owner will work with a wetland specialist to develop a proposal for a contingency plan to be submitted to City of Gig Harbor.

The Burnham Commercial Park Shell #6 Enhancement requirements will have been met when the wetland Enhancement is deemed successful by the City of Gig Harbor.

5.2.0 STANDARDS OF SUCCESS

5.2.1 Success of the Enhancement in regards to species richness, and enhancement of wildlife habitat will be based upon 80% survival rate for each species of planted tree and shrub vegetation at the end of year 3.

5.2.2 Volunteer native, non-invasive species will be included as acceptable components of the Enhancement.

5.2.3 Success of the buffer vegetation and habitat enhancement will be determined by a cover of:

STRATA MONITORING PERIOD PERCENT COVERAGE

Tree/Shrub strata	Year 1	20%-30%
	Year 3	30%-45%

Herbaceous strata	Year 3	50%
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5.24 Less than or equal to 5% cover of undesirable vegetation to include blackberry varieties, thistles, tansy ragwort, scotch broom, reed canary grass, etc.

5.2.5 All wetland buffer signs should be in place at 25 foot intervals along the edge of the buffer.

5.3 CONTINGENCY PLAN

A contingency plan can be implemented if necessary. Contingency plans can include regrading, additional plant installation, erosion control, additional water quality facilities, modifications to hydrology, and plant substitutions including type, size, and location.

If the monitoring results indicate that any of the performance standards are not being met, it may be necessary to implement all or part of the contingency plan. Careful attention to maintenance is essential in ensuring that problems do not arise. Should any portion of the site fail to meet the success criteria, a contingency plan will be developed and implemented with City of Gig Harbor approval. Such plans are prepared on a case-by-case basis to reflect the failed enhancement characteristics.

Contingency/maintenance activities will include, but are not limited to:

- Replacing all plants lost to vandalism, drought, or disease, as necessary.
- Replacing any plant species with a 20 percent or greater mortality rate after two growing seasons with the same species or similar species approved by the County.
- Irrigating the buffer area only as necessary during dry weather if plants appear to be too dry, with a minimal quantity of water.
- Reseeding buffer areas with an approved grass mixture as necessary if erosion/sedimentation occurs.
- Removing all trash or undesirable debris from the wetland and buffer areas as necessary per 4.0 Maintenance Program.

6.0 REFERENCES

Canfield, R.H. 1941. Application of the Line Interception Method of Sampling Range Vegetation. *Journal of Forestry* 39:388-394.

Daubenmire, R. 1959. A canopy-coverage method of vegetational analysis. *Northwest Science* 33:43-64.

APPROVAL BLOCK

1. The applicant will post an Enhancement Performance Bond based upon the cost of the installation and three years (years 1, 2 & 3) of monitoring, in the amount of \$18,731 with The City of Gig Harbor. This amount is based upon the following costs multiplied by 125%:

- Topsoil for mitigation area = Total cost \$650
- Installed plant material cost = Total cost \$5,745
- Hydroseeding of site = Total cost \$1,090
- Monitoring and maintenance of Enhancement Area = Total cost \$7,500

2. Final inspection shall be performed by B-12 Wetland Consulting, Inc. Installation will be completed per Wetland Buffer Enhancement Plan by B-12 Wetland Consulting, Inc. dated *August 13, 1996* or, as subsequently revised by proper authority. The plan is not approved for construction unless noted in this approval block.

3. Upon notification of project completion, B-12 Wetland Consulting, Inc. will prepare a final inspection report. Upon acceptance of the project, a letter requesting the conversion of the Enhancement Performance bond to a Maintenance Bond will be sent to City of Gig Harbor.

4. B-12 Wetland Consulting will conduct a three year monitoring program. The site will be evaluated once every year using standardized tests and procedures as noted on these plans. A report will be prepared and submitted to the City of Gig Harbor for review and approval prior to October 15 of each year monitored during the three year cycle. Upon approval of the final monitoring report or when the Enhancement is deemed successful, whichever is later, The City of Gig Harbor will release the Maintenance Bond.

APPROVED AS DESIGNED _____

DATE _____

Reduced plan attached—full size copy on file with Planning Department

