

Gig Harbor City Council Meeting

**September 12, 2011
5:30 p.m.**



**REVISED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, September 12, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 25, 2011.
2. Correspondence / Proclamations: a) Constitution Week; b) National Preparedness Month;
3. Liquor License Action: a) Special Occasion – Knights of Columbus; b) Renewals: Moctezumas, Hot Iron, Java & Clay Café, and Forza Coffee; c) Cancellation – Moctezumas.
4. Resolution No. 867 – Surplus Property.
5. Re-appointments to Design Review Board.
6. Canterwood Sewer Manhole Rehabilitation Project – Public Works Contract Award.
7. 2011 Water Main Improvement and Replacement Project – Escrow Agreement for Retainage.
8. Skansie Netshed Proposed Tenant Use.
9. Shoreline Master Program – Consultant Services Contract Amendment No. 3 / ESA.
10. Water Reclamation - Reuse Site Evaluations, and Study – Consultant Services Contract.
11. Twawelkax Trail Wetland Review Amended Contract – Grette.
12. Resolution – Material Purchase from Sole Source Supplier – Maritime Pier Parking Lot Storm Drain Structure.
13. Resolution to Set Public Hearing – Street Vacation / Prentice Ave. and Sutherland St. – Alvin & Renee Brown.
14. Resolution to Set Public Hearing – Street Vacation / Harborview Drive for Viewpoint Short Plat.
15. 2011 Water Main Improvement and Replacement Project – Change Order No. 1.
16. Maritime Pier Parking Project – Construction Contract Award & Maritime Pier Parking Project – Materials Testing Contract.
17. Resolution – Rejecting Bid from CMC Development, Inc. for the Maritime Pier Parking Project.
18. Approval of Payment of Bills for August 8, 2011: Checks #67527 through #67621 in the amount of \$236,741.77.
19. Approval of Payment of Bills for August 22, 2011: Checks #67622 through #67715 in the amount of \$414,261.42.
20. Approval of Payment of Bills for Sep. 12, 2011: Checks #67716 through #67863 in the amount of \$641,364.44.
21. Approval of Payroll for the month of July: Checks #6290 through #6316 in the amount of \$466,879.99.
22. Approval of Payroll for the months of August: Checks #6317 through #6338 in the amount of \$303,280.43.

PRESENTATIONS:

1. Proclamation – Constitution Week, Kati Grulke - Elizabeth Forey Chapter Regent.
2. Public Art Donation at Maritime Pier – Virginia Abbott.

OLD BUSINESS:

1. Resolution - Development Agreement for Chapel Hill Church's Westside Expansion.
2. Donkey Creek Project Update.

NEW BUSINESS:

1. First Reading of Ordinance – Fire Sprinkler Code Amendment.
2. Proposed Zoning Code Text Amendment – Performance-Based Height Exceptions for Private Schools.

STAFF REPORT:

Council Retreat Draft Agenda.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee - Thu. Sep 15th at 3:00 p.m.
2. Finance / Safety Committee – Mon. Sep 19th at 4:00 p.m.
3. Council Worksession on Shoreline Master Program – Mon. Sep 19th at 5:30 p.m.
4. Council Retreat – Fri. Sep 23rd at 8:30 a.m.

EXECUTIVE SESSION: For the purpose of discussion pending and potential litigation per RCW 42.30.110(1)(i) and property acquisition per RCW 42.30.110(b).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – July 25, 2011

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Malich, Payne, Kadzik and Mayor Hunter.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 11, 2011.
2. Liquor License Action: a) Renewals: Morso; JW Restaurant; Gig Harbor Yacht Club; Mizu Japanese Steakhouse; The Wine Studio; Bartell Drug; and Galaxy Uptown; b) Tanglewood – Added Privilege; and c) Liquor Store Manager Recruitment Letter.
3. Receive and File: a) 2011 2nd Quarter Financial Statements; b) Park & Street Donation Program; and c) Finance / Safety Committee Minutes July 20, 2011.
4. McCormick Creek Project Quit Claim Deed – Harbor Hill LLC.
5. Resolution – Surplus Equipment.
6. Assigned Counsel Contract Amendment.
7. Approval of Payment of Bills for July 25, 2011: Checks #67422 through #67526 in the amount of \$379,167.08.

MOTION: Move to adopt the Consent Agenda as presented.
Young / Payne - unanimously approved.

PRESENTATIONS: Update from Senator Derek Kilmer.

Senator Kilmer hadn't arrived at this time and so the Mayor continued the meeting with Old Business.

OLD BUSINESS:

1. Second Reading of Ordinance – 2011 Comprehensive Plan Amendments. Senior Planner Jennifer Kester presented this ordinance for two proposed comprehensive plan amendments: Electric Vehicle Infrastructure Policies and Gig Harbor Bay UGA Expansion.

MOTION: Move to adopt Ordinance No. 1219 as presented.
Payne / Young – unanimously approved.

2. Second Reading of Ordinance – Electric Vehicle Infrastructure Zoning Regulations. Ms. Kester then presented this ordinance to allow electric vehicle infrastructure including battery charging and battery exchange stations is to ensure consistency throughout the region and provide for some local control.

MOTION: Move to adopt Ordinance No. 1220 as presented.
Kadzik / Conan – unanimously approved.

Mayor Hunter introduced Senator Derek Kilmer, who presented an update on the latest legislative session. He addressed several issues including the state Operating Budget, a new mechanical engineering degree program, the technical amendment to the HBZ Law recently implemented, support for the Maritime Pier and Cushman Trail, and indemnity language for the Narrow Bridge Tolling to protect citizens. He offered to answer any questions.

Councilmembers Young and Payne voiced appreciation for the work Senator Kilmer has done for Gig Harbor in this session, pointing out that the HBZ means millions to the city for the next 20-30 years.

3. Second Reading of Ordinance – Amendments to Special Events Permit.

Marketing Director Lauren Lund gave an overview of this ordinance that would allow for certain commercially organized special events.

MOTION: Move to adopt Ordinance No. 1221 as presented.
Malich / Payne – unanimously approved.

4. Donkey Creek Project: Austin / N. Harborview Drive Road Alignment. City Administrator Rob Karlinsey presented a re-cap of information up to this point. He then explained that the Fish and Wildlife Grant has been extended to Sept. 2013 and there is new information on a bid alternate for continuing a 22' fish-friendly culvert under North Harborview Drive. He asked for a decision on the road configuration tonight.

Shannon Thompson, Parametrix, addressed Council questions regarding the 22' culvert.

Frank Ruffo - 2767 Holly Bluff Court. Mr. Ruffo spoke on behalf of the Gig Harbor History Museum in saying they have had a positive relationship in partnering with the city on this project. He explained that in exchange for additional easement, they would like the city to pay for certain improvements including landscaping and parking for the pocket park. He then explained that they are now taking a position on the road configuration, which is for the city to build the proposed roundabout at some point in the future.

Mayor Hunter responded that these issues that are going to need further workup by staff. Mr. Karlinsey further clarified that the History Museum has certain development permit requirements that they are hoping to exchange for the easement. The cost of the improvements verses the value of the easement needs to be determined. This information will come back to Council in September.

Wade Perrow – 9119 No. Harborview Drive. Mr. Perrow spoke of the importance of preserving this watershed as stated in the mission put forth in the 2009 RFQ. He said

that the key objectives for this project are traffic, fish habitat and museum connectivity. He addressed some concerns with the previous designs and then proposed a one-way bridge design that could be used for driving in Phase I and as a pedestrian bridge in future phases. He presented information on the design, construction and cost of the proposal which he said meets all three of the project goals. He addressed Council questions and offered to work with Parametrix on the design.

After further discussion of this proposal, Council asked staff determine the feasibility of Mr. Perrow's proposal and to come back at the September 12th meeting with the information.

Jennifer Kilmer – Gig Harbor History Museum. Ms. Kilmer said she wanted to clarify statements that the museum is asking for consideration for landscaping and parking. She explained that in regards to the agreement with the city, there are two small areas that remain to be landscaped and the museum is to provide ten public parking spaces. She said that if the city is going to be opening the Austin Estuary, it makes sense to have a single entity do the complete restoration to the back of the property to ensure a natural transition between the stream and the surrounding landscape. In addition, she said that the project has changed to include a public park and there should be consideration for access and parking for this use. The work that they are asking the city to consider is less than \$40,000 and based upon how the project has changed and the economies of scale for having one entity handle the work.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said he was strongly opposed to doing anything to Harborview Drive, but this new proposal is the best design he has seen. He spoke against the roundabout because of the adjacent, high bluff. He said he thinks Mr. Perrow's plan is realistic and in the end, would look great.

After further discussion staff was asked to look at the feasibility of the proposed bridge plan and to come back and the September 12th meeting with information. Parametrix was given the go-ahead to work on the design with a contract to come back on the 12th for ratification.

NEW BUSINESS:

1. Public Hearing and Resolution - Development Agreement for Chapel Hill Church's Westside Expansion.

Rob Karlinsey recused himself from the meeting at this time.

Associate Planner Kristin Moerler, presented the background on this development agreement to extend the approval of the proposed Chapel Hill Westside Expansion improvements for a duration of seven years, allowing an addition four years to submit permits to construct the improvements. She stressed that the matter before Council is solely on vesting.

Councilmembers Payne and Conan disclosed that they are members of Chapel Hill Church. Both said they had not been involved with the project.

A member of the audience stood and respectfully asked that they remove themselves.

City Attorney Angela Belbeck explained that this is a legislative action and the Appearance of Fairness Doctrine does not apply. She further explained that solely being a member of the congregation would not qualify for the doctrine.

Councilmember Ekberg pointed out that it has been past practice for a Councilmember to identify any involvement with a project but they have never been excluded from participation.

Mayor Hunter opened the public hearing at 7:18 p.m.

Eva Hill – 2020 Squak Mountain Loup. Ms. Hill presented a brief history of the application and described the project. She explained that the development agreement only asks for a period of seven years to implement the phased plan and encouraged Council to follow the Hearing Examiner's recommendation for approval.

Stephanie Ward – 7887 Beardsley Avenue. Ms. Ward said she is the one who gathered signatures from the Harbor Heights neighbors and cited several of their concerns. She explained that it's the neighbors' request that Chapel Hill be required to install irrigation because they haven't kept up the existing landscaping. Ms. Ward continued to say the Harbor Heights consensus is that this not be approved based on city code. She said the Hearing Examiner's decision is based on the lack of ability to regulate a church; they should be held to the same standards as anyone else. She explained that her property lies behind the proposed 122 stall parking lot adding that this area has been used by students who go there to smoke. She also voiced concern with pedestrian safety from vehicles existing onto Rosedale.

There were no others signed up to speak and the Mayor closed the public hearing at 7:29 p.m.

Council asked Ms. Moerler several questions regarding the project and how it relates to current code. There was discussion on the policy to discourage non-conformity and whether Chapel Hill should submit a new wetland delineation or whether a simple review of the current study would suffice. Councilmembers agreed that the applicant should address the six conditions requested by the neighbors.

Eva Hill responded to the six conditions by saying: 1) they will work meet city standards to minimize obtrusive lighting; 2) they will densely reforest the buffer areas after construction; 3) the parking lot will be gated at all times except during functions; 4) the parking lot will be routinely patrolled; 5) the North Creek exit will meet all frontage requirements; and 6) they haven't had a chance to address lighting improvements along North Creek because this is new information.

After further discussion Staff was asked to coordinate a meeting with the applicant and neighbors to mitigate concerns, determine whether a review of the wetland delineation is needed, and then bring an amended Development Agreement to the September 12th meeting.

Ms. Ward asked if the city is concerned that the parking lot doesn't meet code because it is detached. Councilmember Young responded that being adjacent to a building is not a requirement and so this lot is allowed by our code. She then voiced concern that the current lot encroaches into a wetland that runs over in the winter and comes into the neighbor's back yards; trees have been lost because of this.

Mayor Hunter encouraged the neighbors to meet with Chapel Hill representatives to work out these concerns.

Staff was asked to carefully consider the stormwater issues in this area and to consider compliance with our current standards.

Another member of the audience began to speak and the City Attorney reminded him that the public hearing had closed.

The Mayor asked for a brief recess at 8:13 p.m. The meeting began again at 8:18 p.m. Rob Karlinsey rejoined the meeting.

2. Public Hearing and Adoption of Ordinance - Medical Cannabis Collective Gardens Interim Regulations. City Attorney Angela Belbeck explained that this public hearing is to accept public testimony relating to the interim zoning adopted on July 11th and to possibly incorporate additional findings into the proposed ordinance. Council also has the option to adopt it as is at this first reading upon affirmative vote of a majority plus one of the whole membership.

Mayor Hunter opened the public hearing at 8:20 p.m.

Jared Allaway – 35810 16th Ave. So. F-303, Federal Way. Mr. Allaway presented his educational background. He urged Council to read *Marijuana is Safer so Why Are We Driving People to Drink* by Steve Fox, Paul Armentano, and Mason Tvert with foreword by retired Seattle Police Chief Norm Stamper. He asked Council to take the book into consideration with these new rules. He said Council should give the same consideration to the to the California Police Chief's report as Nixon gave the Schaffer Report.

Skye Kilbury – 4553 Pt. Fosdick Dr.. Mr. Kilbury said the regulations zone the collectives to one area off Burnham without much consideration for people with handicaps or on limited incomes because there is no bus service to this area. He said that the area should be expanded. He then said that the purpose of the collective gardens is to save expenses so he doesn't understand why it's not allowed in residential zones.

Sarah Urquhart – 6105 No. 16th St. N-106, Tacoma. Ms. Urquhart shared her story of living with a debilitating nerve disease and how medical marijuana has helped her. She explained that she can't grow her own so the collective garden is the only way for her to have access.

Troy Barber 18611 10th Ave NE, Poulsbo, WA 98370. Mr. Barber, advocate for the legalization of marijuana with Sensible Washington, asked Councilmembers to consider the potential bias of the information from the law enforcement community being used as a resource. He said that the medical marijuana has been approved for Veterans by the Veteran's Administration in states that allow usage. He also said that patients need safe and affordable access to their medicine; medicine which is proven non-toxic and safer to use.

Robert Hill – 2522 Proctor Street, Tacoma, WA. Mr. Hill, candidate for Tacoma City Council position #3 explained that he is the author of Initiative 1 that makes cannabis possession low priority. Mr. Hill made several comments to support postponing the moratorium and in favor of allowing medical cannabis: it's a plant put here by God; not many dispensaries per population; could charge sales tax; the need for greater access to locations; and phone numbers on ordinance resource exhibit are obsolete. He suggested using data from the local Chamber of Commerce, Health Department, and Planning Staff as guidance.

Mayor Hunter began to close the public hearing at 8:30 p.m. Another member of the public came forward and asked to speak and the hearing remained open.

Sarah Short – 250 West Thunderbird Dr., Elma Washington. Ms. Short voiced concern that Gig Harbor isn't going to allow patients safe access to their medicine and asked that Council keep an open mind. She shared her own medical story and urged Council to approve this for people in Gig Harbor who are sick.

There were no further public comments and the hearing closed at 8:34 p.m. A motion came forward and there was brief Council discussion. Legal Counsel Angela Belbeck clarified that the moratorium would be in place for nine months; enough time for Planning Commission consideration and further public input. Staff was asked to notify members of the audience who spoke during the public hearing of upcoming hearings.

MOTION: Move to adopt Ordinance No. 1222 at this first reading.
Conan / Kadzik – unanimously approved.

3. Eddon Boat Park Design – Consultant Services Contract/Anchor QEA, LLC. City Administrator Rob Karlinsey presented the background for this contract to design improvements to the Eddon Boat Park and responded to Council questions. Staff was asked to include the kayak club in the design.

MOTION: Move to authorize the Mayor to award a contract with Anchor QEA for the design, permitting and construction support for the Eddon Boat Beach Restoration Project in an amount not to exceed \$38,450.00.
Ekberg / Kadzik – six voted in favor. Councilmember Franich voted no.

4. Resolution in Opposition of Reducing the Number of County Councilmembers. Councilmember Derek Young explained that on August 9th, the County Council will consider action to forward a recommendation to the voters to reduce the council from seven to five members. He said this would add approximately 45,000 residents to our Council District. The impetus is to save money but it could possibly impact our representation. He asked Council to consider a resolution opposing the reduction.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich spoke against the resolution citing several reasons. He talked about the cost to employ each council member and their staff, saying he'd rather reduce the number to five members and use the savings to put more deputies on the streets.

Councilmembers debated the merit of the resolution.

MOTION: Move to call for the question.
Ekberg / Franich – unanimously approved.

MOTION: Move to adopt Resolution No. 867 as presented.
Young / Malich – roll call vote:

Ekberg – yes; Young – yes; Franich – no; Conan – no; Malich – yes; Payne – no; Kadzik – yes. Motion carried four to three.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Intergovernmental Affairs Committee Special Meeting: Tue. Jul 26th at 3:30 p.m.
2. Planning and Building Committee Special Meeting: Mon. Aug 1st at 5:15 p.m.
3. Lodging Tax Advisory Committee: Wed. Aug. 3rd at 8:30 a.m.
4. No City Council Meetings on August 8th or 22nd.
5. Operations Committee: Thu. Aug. 18th **CANCELLED.**
6. Special Council Meeting: Mon. Aug. 29th at 5:30 p.m. – Bid Awards.

ADJOURN:

MOTION: Move to adjourn at 9:05 p.m.
Ekberg / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1037

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2011 marks the two hundred twenty-fourth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of September, 2011.

Charles L. Hunter, Mayor

Date



Subject: National Preparedness Month Proclamation

Proposed Council Action: Pass the National Preparedness Month Proclamation as presented.

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower

For Agenda of: Sept. 12, 2011

Exhibits: National Preparedness Month Proclamation.

Initial & Date

Concurred by Mayor:

CLH

Approved by City Administrator:

RBK

Approved as to form by City Atty:

DR 8/9/11

Approved by Finance Director:

DB 8/5/11

Approved by Department Head:

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Emergency preparedness is an important community-wide responsibility shared by the public, private, and non-governmental organizations alike. To promote emergency preparedness the U.S. Department of Homeland Security, Federal Emergency Management Agency has named September, 2011 as National Preparedness Month (NPM). This proclamation recognizes NPM in the City of Gig Harbor and encourages our citizens to prepare their families, homes and businesses for the emergencies and disasters that may affect the Gig Harbor area.

FISCAL CONSIDERATION

There is no fiscal note for this proclamation

BOARD OR COMMITTEE RECOMMENDATION

No board or committee recommendation was sought

RECOMMENDATION / MOTION

Move to: Proclaim September, 2011 as National Preparedness Month in the City of Gig Harbor.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, "National Preparedness Month" creates an important opportunity for every resident of Gig Harbor to prepare their homes, businesses, and communities for any type of emergency including natural disasters and potential terrorist attacks; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation in our communities and in our nation; and

WHEREAS, the Federal Emergency Management Agency's *Ready* Campaign, Citizen Corps and other federal, state, local, tribal, territorial, private, and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

WHEREAS, emergency preparedness is the responsibility of every citizen of Gig Harbor and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type; and

WHEREAS, all citizens of Gig Harbor are encouraged to participate in citizen preparedness activities and asked to review the *Ready* campaign's websites at Ready.gov or Listo.gov (in Spanish) and become more prepared.

NOW, THEREFORE, BE IT RESOLVED that the Gig Harbor City Council hereby proclaims September, 2011 as

National Preparedness Month

and encourages all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.

Charles L. Hunter, Mayor, City of Gig Harbor

Date

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: CITY OF GIG HARBOR

August 22, 2011

SPECIAL OCCASION # 091574

KNIGHTS OF COLUMBUS # 9238
3510 ROSEDALE ST NW
GIG HARBOR WA 98335

DATE: OCTOBER 16, 2011

TIME: NOON TO 6 PM

PLACE: KNIGHT OF COLUMBUS BUILDING- 3510 ROSEDALE ST. NW . GIG HARBOR

CONTACT: JAMES WAINWRIGHT

253-857-4465

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>		
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

Consent Agenda - 3b

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 08/06/2011

**LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20111130**

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. MOCTEZUMAS GIG HARBOR, INC.	MOCTEZUMAS - GIG HARBOR POINT FOSDICK SQ SHOPPING CTR GIG HARBOR WA 98332 0000	077699	SPIRITS/BR/WN REST LOUNGE +
2. HOT IRON GIG HARBOR LLC	HOT IRON 5500 OLYMPIC DR NW STE A-109 GIG HARBOR WA 98335 1489	400916	BEER/WINE REST - BEER/WINE
3. JAVA & CLAY CAFE, LLC	JAVA & CLAY CAFE 3210 HARBORVIEW DR GIG HARBOR WA 98335 2101	407583	BEER/WINE REST - BEER/WINE OFF PREMISES
4. HARBOR BEANS, LLC	FORZA COFFEE COMPANY 5275 OLYMPIC DR NW STE 101 GIG HARBOR WA 98335 2306	404390	BEER/WINE REST - BEER/WINE OFF PREMISES



**Washington State
Liquor Control Board**

Licensing and Regulation
PO Box 43098, 3000 Pacific Ave SE
Olympia WA 98504-3098
Phone – (360) 664-1600
Fax – (360) 753-2710

August 26, 2011

TO: MAYOR OF GIG HARBOR

This is to notify you that:

MOCTEZUMAS - GIG HARBOR
POINT FOSDICK SQ SHOPPING CTR
GIG HARBOR, WA 98332
LICENSE #077699 - 1U
UBI 601-426-874-001-0001

discontinued sales and service of liquor at the above location on AUGUST 23, 2011.

This is for your information and records.

Terri Wheeler

Licensing and Regulation Division
tew@liq.wa.gov
(360) 664-9898

cc: Belinda Verona, Tacoma Enforcement Office



Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 867 declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Public Works-Operations

Prepared by: Marco Malich *MM*
Public Works Supervisor

For Agenda of: September 12, 2011

Exhibits: Resolution No. 867

Initial & Date

Concurred by Mayor:

CLH

Approved by City Administrator:

ROK

Approved as to form by City Atty:

/

Approved by Finance Director:

/

Approved by Department Head:

/

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	\$0	Required	\$0

INFORMATION / BACKGROUND

Staff requests authorization to surplus the following equipment: One Wacker Tamper, One Berkley Water Pump, One Watts Backflow Tester, and One 39" x 48" Garden Cart.

This equipment is obsolete and/or replacements parts are unavailable for repair.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the General Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 867 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 867

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR DISPOSITION.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Wacker Tamper	1	755102922 Asset #00150	BS 600
Berkley Water Pump	1	1157668	B3TPM 20 HP
Watts Backflow Tester	1	Asset #00203	TK99E
Garden Cart - 39" x 48"	1	N/A	45-01773

PASSED ON THIS 12th day of September, 2011.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 867



Subject: RE-APPOINTMENTS TO DESIGN REVIEW BOARD

Proposed Council Action:

A motion for the re-appointment of John Jernejcic and David Fisher to serve another four-year term on the Design Review Board

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: Sept. 12, 2011

Exhibits: Letters of Interest

Initial & Date

Concurred by Mayor: CLH

Approved by City Administrator: PK

Approved as to form by City Atty: N/A

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	\$0	Required	\$0

INFORMATION / BACKGROUND

The terms for three positions on the Design Review Board expired in July. John Jernejcic and David Fisher submitted letters asking to be re-appointed. Warren Balfany was unable to commit to another term.

An ad for the Design Review Board CLG historic position has been running continuously on the city's webpage and ads in the Gateway and Gig Harbor Life were placed. No one has submitted a letter of interest to date, and so the position will remain open until filled.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Councilmembers Kadzik, Ekberg and Franich concur with the re-appointments of Mr. Jernejcic and Mr. Fisher

RECOMMENDATION / MOTION

Move to: Re-appoint John Jernejcic and David Fisher to serve another four-year term on the Design Review Board.

JOHN JERNEJCIC

3110 Judson St., #144, Gig Harbor, WA (253) 225-0006

jtwo@centurytel.net

31 July 2011

Chuck Hunter, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Design Review Board Re-appointment

Dear Chuck:

As you are aware, I have been serving on the Design Review Board since being appointed in January of 2006. I was reappointed in July of 2009 to a two-year term, which ends this month. I have enjoyed being a part of the DRB and serving the Gig Harbor community in what I believe to be a very important endeavor. Therefore, at this time I would like to be considered for re-appointment to my DRB position, so that I might continue to assist in its important work.

Thank you for your consideration in this matter.

Sincerely,

John Jernejcic

RECEIVED
AUG - 1 2011
CITY OF GIG HARBOR



July 13, 2011

City of Gig Harbor –DRB Re- Application Cover Letter

It has been three years since being appointed to the Design Review Board of Gig Harbor and it has been enlightening and a pleasure serving. I feel I bring positive in-depth comments and ideas to each meeting and I would like to continue.

I have been a licensed architect in the State of Washington since 1987. Since 1984 I have designed hundreds of homes in and around Gig Harbor. One notable home I have completed recently is the Gartland Residence down from the Tides near the Harbor entrance, Nixon Residence located in the Historic District at Ross and Dorotich. I designed all 32 homes in "Canterwoods Forest Village" which is a high density courtyard development with single level living for active adults. I have also designed numerous commercial buildings and projects in the city limits: Olympic Square Mixed use development with retail –office – townhouses, Park Plaza Professional Office building, 5801 Soundview Professional office building, Northwest Corporate Park at Rosedale and Skansie, and Tanglewood Restaurant.

I have worked with the Cities Development staff for over 27 years and have seen many changes in the management of growth. I was one of the first applicants to go before the Design Review Board when I presented Northwest Corporate Park over 10 years ago. I have an in depth knowledge of the Design Review Manual, Municipal Code and International Building Codes.

As a resident in the city limits of Gig Harbor I have a sincere interest in quality growth of the Gig Harbor area. Since February of 2008 I started my own Architectural Firm called Fisher Architects, which is independent of North Pacific Design. You can see my work on my WEB site www.DKFisherArchitects.com

I consider the Design Review Manual a legal minimum standard that applicants either conform to or they present and offer the public a project design that is equal or better. I have been on the applicants 'side of the table' and I would like the opportunity to help on the public review 'side of the table'.

Thank You for your consideration in renewing my board position!

David K. Fisher, AIA - Architect



ADMINISTRATION

CITY OF GIG HARBOR DESIGN REVIEW BOARD OPENING

The City currently has an opening on the Design Review Board for an Historic Preservation Position. Applicants must be able to read and interpret site plans and elevation drawings and have a background in historic preservation or a record of avocational involvement in historic preservation studies or activities.

Persons interested in serving must submit a completed application to the Mayor, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335. Application may be obtained online at www.cityofgigharbor.net, at the Civic Center, or by calling 851-6170. This a volunteer position not subject to compensation. Application must be submitted by Wed. August 31, 2011.



Subject: Canterwood Sewer Manhole Rehabilitation Project (CSSP-1013)
-- Public Works Contract Award

Proposed Council Action: Award and authorize the Mayor to execute a Public Works Contract with Realm, Inc. for the Canterwood Sewer Manhole Rehabilitation Project in an amount not exceed \$86,720.00 for the award of Bid Schedules A, B, and C of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$8,000 to cover any cost increases that may result from contract change orders.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: September 12, 2011

Exhibits: Public Works Contract

	Initial & Date
Concurred by Mayor:	<u>CLH</u>
Approved by City Administrator:	<u>RJK</u>
Approved as to form by City Atty:	<u>by email 8/10/11</u>
Approved by Finance Director:	<u>BR 9/6</u>
Approved by Department Head:	<u>9/11/11</u>

Expenditure Required	\$86,720.00	Amount Budgeted	See Fiscal Considerations below	Appropriation Required	\$ 0
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INFORMATION / BACKGROUND

This contract provides for the interior recoating for the rehabilitation work of several deteriorated sanitary sewer manholes, located along Canterwood Boulevard, Burnham Drive and Soundview Drive. The majority of the manholes have deteriorated over time, especially on Canterwood Boulevard due the discharge of the effluent into the City sewer system from the Canterwood Step System. Work includes surface preparation and surface repair, application of manhole protective coatings and coating testing, temporary traffic control and flow bypass measures.

BID RESULTS

Using the Public Work bidding process, the Engineer's Opinion of Probable Costs for the Base Bid and Additive Bids was \$121,000. The following are the bid results for each bidder for Schedules A, B and C:

BIDDER	TOTAL BID AMOUNT
1. Realm, Inc.	\$86,720.00
2. NWCW, LLC	\$92,918.31
3. Long Painting Company	\$104,636.35
4. Ceccanti, Inc.	\$107,858.00
5. Garcia Tucker Associates, LLC	\$112,261.33

FISCAL CONSIDERATION

The 2011 City of Gig Harbor Budget includes \$30,000 funding for this work in the Wastewater Division Capital Budget. Staff recommends the residual Wastewater Treatment Plant Budget savings in excess of \$122,000 to fund the cost of this construction project.

2011 Budget for Wastewater Division – Capital, Objective No. 5: \$30,000 and WWTP Phase 1 Project Budget Savings: \$122,000	\$152,000.00
Anticipated 2011 Expenses:	
Schedule A – Canterwood Phase 1 & Soundview Manhole Rehabilitation	\$43,034.80
Schedule B – Burnham Drive Manhole Rehabilitation	\$10,731.60
Schedule C – Canterwood Phase 2 Manhole Rehabilitation	\$32,953.60
Change Order Authority for Public Works Contract	\$ 8,000.00
Design & Limited Inspection Services Contract w/ Parametrix (Awarded May 2011)	\$16,466.63
Total Anticipated Project Expenses	111,186.63

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Award and authorize the Mayor to execute a Public Works Contract with Realm, Inc. for the Canterwood Sewer Manhole Rehabilitation Project in an amount not exceed \$86,720.00 for the award of Bid Schedules A, B, and C of the Contract Documents and authorize the City Engineer to approve additional expenditures up to \$8,000 to cover any cost increases that may result from contract change orders.

Canterwood Sewer Manhole Rehabilitation Project
CSSP-1013

THIS AGREEMENT, made and entered into, this ____ day of _____, 2011, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Realm, Inc., a corporation organized under the laws of the State of Washington, located and doing business at P.O. Box 580, DuPont, WA 98327 hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to rehabilitate sewer manholes. Rehabilitation work to include manhole surface preparation, manhole surface repair, application of manhole protective coatings, manhole coating testing, temporary traffic control, and flow bypass measures, all in accordance with the Contract Documents (CSSP-1013), the City of Gig Harbor Public Works Standards (most current version) and the Standard Specifications (most current version and as amended) which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Eighty-six Thousand Seven Hundred Twenty Dollars and Zero Cents (\$86,720.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be issued by the Contracting Agency and the Contractor agrees to commence work in accordance with Section 1-08.4 of the Special Provisions. Contract time shall begin on the first "working day" following the date of the Notice to Proceed, or as amended. Work shall be physically completed within the total number of working days established in accordance with Section 1-08.5 of the Special Provisions.
2. The Contractor agrees to pay the City calculated liquidated damages for failure to complete the physical work of the Contract on time for each and every calendar day in which work remains uncompleted as liquidated damages in accordance with Standard Specification 1-08.9 and as revised and supplemented by the Special Provisions.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions.
5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.

- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 City of Gig Harbor
 Date:

 Print Name: _____
 Print Title: _____
 Date:

ATTEST:

 City Clerk

APPROVED FOR FORM:

 City Attorney



Subject: 2011 Water Main Improvement and Replacement Project -- Escrow Agreement for Retainage

Proposed Council Action: Authorize the Mayor to execute the Escrow Agreement with Wm. Dickson Co. and Key Bank

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm, P.E. Senior Engineer *JL*

For Agenda of: September 12, 2011

Exhibits: Escrow Agreement

Initial & Date

Concurred by Mayor: CLH

Approved by City Administrator: PK

Approved as to form by City Atty: by email 9/1/11

Approved by Finance Director: PK 9/6/11

Approved by Department Head: 9/1/11

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Wm. Dickson Co., Inc. was awarded the construction contract in the amount of \$890,997.84 for the 2011 Water Main Improvement and Replacement Project at the June 27, 2011 council meeting. Wm. Dickson Co. has requested that their retainage be placed in an escrow account with Key Bank. Key Bank is certified as a public depository by the Washington Public Deposit Protection Commission. Exhibit A of the agreement limits investments to those allowed by the State of Washington and the City's investment policy.

FISCAL CONSIDERATION

The retained percentage is 5% of each progress payment.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the Escrow Agreement with Wm. Dickson Co., and Key Bank.

Project No.: 2011 Water Main Improvement
Project Name: CWP-1101
Escrow No.: 479683029165

ESCROW AGREEMENT

TO: Bank Name: KeyBank
Branch: Commercial Banking
Address: 1101 Pacific Ave, 2nd Fl.
City, State Zip: Tacoma, WA 98402
Phone: 253-305-7387

The undersigned, Wm Dickson Co., hereinafter referred to as Contractor, has directed the City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this Agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the Agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.
4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this Agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this Agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.
5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this Agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instruction, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, not required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is not caused by your failure to perform as required under this instrument, and for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as give above governing the administration of this escrow and do hereby execute this Agreement on this _____ day of _____, 2002011.

BANK: KeyBank
Branch: Commercial Banking
Address: 1101 Pacific Ave. 2nd FL
City, State Zip: Tacoma, WA 98402
Phone: 253-305-7387
FAX No.: 253-305-7385

By: [Signature]
Authorized Signature

Title: Vice President
479683029145
Escrow Account No.

Contractor: Wm. Dickson Co.
Address: 3315 South Pine St.
City, State Zip: Tacoma, WA 98409
Phone: 253-472-4489
FAX No.: 253-472-4521

By: [Signature]
Authorized Signature

Print Name: Wm. B. Dickson
Title: PRES.

The above escrow instructions received and accepted this _____ day of _____, 2002011.

CITY OF GIG HARBOR

Title: Mayor

Exhibit "A"

List of Type of Bonds or Securities that are Approved
by the City of Gig Harbor

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Please indicate which type of Bonds or Securities that have been selected by circling the appropriate number above.



Subject: Skansie Net Shed Use Proposal

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *AS*
Historic Preservation Coordinator

Proposed Council Action:

Approve the proposed use of Skansie Net Shed as presented by Coastal Heritage Alliance and direct staff to prepare a formal lease agreement for Council consideration.

For Agenda of: September 12, 2011

Exhibits: CHA proposal

	Initial & Date
Concurred by Mayor:	<u><i>CLH</i></u>
Approved by City Administrator:	<u><i>RJK</i></u>
Approved as to form by City Atty:	<u><i>by email 9-6-11</i></u>
Approved by Finance Director:	_____
Approved by Department Head:	_____

Expenditure		Amount		Appropriation	
Required	\$ n/a	Budgeted	\$ n/a	Required	\$ n/a

INFORMATION / BACKGROUND

When Skansie Brothers Park was purchased in 2004, the City made a commitment to preserve the structures. This year, the historic home and net shed were added to the local and state Register of Historic Places. We expect approval of our National Listing application within the next few weeks.

In June of 2011, the City issued a Request for Proposals (RFQ) for prospective tenants to lease the Skansie Net Shed. Much like the owner-tenant agreement established at the Eddon Boat Building, the intent is to maintain the net shed's traditional use by providing a public benefit in the form of programs, events, lectures, demonstrations and activities that preserve and promote the City's maritime heritage.

One submittal was received. Coastal Heritage Alliance is a non-profit established in 2003 that is dedicated to the preservation, sustainability and advancement of commercial fishing. Their first involvement with the Skansie Net Shed was in 2008 with completion of the Skansie Net Shed Inventory Project whereby over 1,000 objects were cleaned, documented, photographed, removed, and stored in preparation of the structural improvements that will begin this next month.

Since its inception in 2003, CHA has provided services to the Smithsonian Institution, Seattle Parks and Recreation, 4Culture, Washington State History Museum, National Park Service and the Chesapeake Bay Museum. The organization is well-established as an educational organization with extensive experience in curation and preservation. CHA's proposal and background information are attached. Once the City determines the appropriate tenant for the net shed, a formal lease agreement will be negotiated and forwarded to City Council for final approval.

FISCAL CONSIDERATION

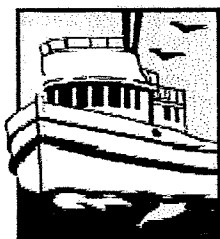
None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve the proposed use of Skansie Net Shed as presented by Coastal Heritage Alliance and direct staff to prepare a formal lease agreement for Council consideration.



**COASTAL
HERITAGE
ALLIANCE**

P.O. BOX 313
ST. MICHAELS, MD 21663
253-820-7292
www.coastalheritage.org

July 10, 2011
Consent Agenda - 8
Page 3 of 13
RECEIVED

JUL 11 2011

CITY OF GIG HARBOR
zpm/llb

City of Gig Harbor
Attn: Mayor Chuck Hunter
3510 Grandview St.
Gig Harbor, WA. 98335

Dear Mayor Hunter,

The Coastal Heritage Alliance (CHA), a Washington State not-for-profit corporation, is pleased to offer its services in response to the City of Gig Harbor's Skansie Net Shed Request for Proposals.

For several years CHA has supported and promoted the City's vision for the Skansie property with a particular interest in the net shed and its contents. The Skansie Net Shed has tremendous historic value to the local community, the Puget Sound region and the entire nation. It is, and should remain, a cultural marker that helps to affirm Gig Harbor's past and current connection to commercial fishing, traditional boat building and the seafaring way of life. The Skansie Net Shed's future use as a hub for educational programming, interpretation and other experiential activities will only increase the significance of the entire Skansie Park site. Based upon CHA's substantial hands-on experience at the net shed, and our singular mission of sustaining fishing family cultural heritage, I believe that the Coastal Heritage Alliance is the organization best suited to manage the net shed on behalf of the City of Gig Harbor and the community at large.

This RFP-RFQ packet includes the following enclosures:

- CHA Mission, Vision, and Case Statement
- Strategic Approach and Overview of Clients/Project Partners
- Background: CHA and the Skansie Site
- CHA Draft Program Plan
- CHA Capacity
- Additional Support Materials: Letters of Support, Photo Documentation

Thank you for considering this proposal.

Sincerely,

Michael Vlahovich
Founding Director
Coastal Heritage Alliance

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

ORGANIZATIONAL MISSION

Coastal Heritage Alliance is dedicated to the preservation, sustainability and advancement of commercial fishing family cultural heritage as it still exists in the persons, vessels, skills and stories of a rapidly vanishing industry once prevalent among and vital to the socio-economic life of communities along the shores of North America.

ORGANIZATIONAL VISION

Coastal Heritage Alliance will become a pivotal and guiding advocate for the maintenance of commercial fishing family heritage through the design, development and implementation of innovative and effective research projects, documentation techniques and public programming both at sea and within the coastal communities of North America.

CASE STATEMENT (why CHA was founded)

For centuries, the harvest of the seas has provided food, income and a distinct cultural heritage for individual fishers, their families and communities. From First Nation peoples and European settlers- to modern day immigrants and North America's current coastal population, commercial fishing families have contributed greatly to economic growth, technological advancement, social stability and cultural diversity. The positive socio-economic elements that these families have contributed cannot be denied; yet, at the beginning of the 21st century, the fishing industry and its heritage have become severely threatened. This ongoing loss of seafaring folk culture, commercial fishing livelihood, maritime skills and historically significant working watercraft has reached a crisis point nationwide. Diminishing fish stocks, environmental degradation, unchecked coastal development, inadequate resource protection, global economic recession and the onset of corporate fish farming worldwide are just some of the conditions responsible for this rapid decline. With the elimination of the industry, fishing family cultural heritage will be lost and forgotten unless immediate steps are taken to protect and sustain what remains intact today along the coastal regions of North America.

Consequently, Coastal Heritage Alliance was launched in 2003 to sound the alarm, rally support and lead efforts to save what remains of our maritime cultural treasures.

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

STRATEGIC APPROACH

Since its inception, Coastal Heritage Alliance (CHA) has worked diligently to develop programming portal sites at various North American coastal locations where commercial fishing family traditions still exist. The primary focus of CHA at these established portal sites is to assist fishing families in passing on their heritage to new generations within their own community, as well as to a broader public audience. To date, CHA has delivered programming services to fishing communities in the states of Washington, Maryland, Virginia, Alaska and California. Much of CHA's work has been accomplished through collaborative efforts with municipalities and organizations that share similar goals of sustaining the fishing industry while also preserving its unique cultural heritage. Program partners have included entities such as maritime and history museums, non-profit foundations, educational institutions, public charities, commercial fishing associations, state natural resource departments, civic clubs, conservation and environmental groups, state and county tourism offices, state and national park services, city parks and recreation departments, arts and heritage funding organizations and others. CHA continually seeks opportunities to align itself with existing community efforts in order to highlight local cultural resources and to maximize public benefit.

OVERVIEW OF CLIENTS/PROJECT PARTNERS

Washington State History Museum; Tacoma, WA
4 CULTURE; arts and heritage funding wing of King County; Seattle, WA
Harbor History Museum; Gig Harbor, WA
Smithsonian Institution; Washington DC
Port of Tacoma; Tacoma, WA
Heritage Bank; Tacoma, WA
Seattle Parks and Recreation; Seattle, WA
City of Gig Harbor; Gig Harbor, WA
Gig Harbor Chamber of Commerce; Gig Harbor, WA
Chesapeake Bay Foundation; Annapolis, MD
Chesapeake Bay Maritime Museum; St. Michaels, MD
Maryland Dept of Natural Resources; Annapolis, MD
Richardson Museum; Cambridge, MD
National Trust for Historic Preservation; Washington DC
Maryland Historic Trust; Baltimore, MD
Maryland State Arts Council; Baltimore, MD

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

BACKGROUND: CHA AND THE SKANSIE SITE

For several years the Coastal Heritage Alliance has expressed interest in playing a significant role in both the historic restoration and the cultural programming of the Skansie Park site. The organization identified the Skansie property as the most likely location to establish its Pacific Northwest regional portal site as far back as 2003. At that time, this concept was merely a long-range goal for CHA. Since then however, the Alliance has played a modest, but undoubtedly important role in demonstrating how Gig Harbor's fishing family heritage can be presented to the general public at the Skansie location through the Maritime Gig Festival and at other sites throughout the City.

In a more significant way perhaps, our organization has also provided professional documentation services to the City of Gig Harbor by performing an *Inventory of Objects* for the numerous fishing artifacts left in the net shed by the Skansie brothers. In 2008, CHA cleaned, documented, removed and stored over 1000 objects that were recorded in the final *Inventory of Objects* publication. CHA also created a photo exhibit detailing the interior of the net shed in its "as was" condition prior to the removal of all the contents. This exhibit was then presented to the City as a gift in hopes of keeping our dream alive that the shed could once again function as a center for authentic fishing family cultural activities. Since then, the photo exhibit has been used to educate the public about the Inventory Project, with the intent of returning many of the objects to the Skansie Net Shed following the building's restoration.

CHA is producing a documentary which will tell the story of Gig Harbor's past and present with one of the major themes being that of 'Skansie family fishing and boatbuilding'. We are also currently restoring one of the few remaining Skansie-built purse seiners, the *Commencement*, which will operate in Gig Harbor and provide both dockside and at-sea heritage-based education for the general public.

CHA's on-going dedication to this historic site demonstrates the interest and investment that the Alliance has made towards the long-term success of the Skansie Net Shed revitalization. It is this ongoing commitment on behalf of CHA that makes the organization well-suited to provide public benefit programming at the site.

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

DRAFT PROGRAM PLAN

If selected to become the tenant, the Skansie Net Shed would become a CHA regional portal site, "opening a door" for the general public into the world of Gig Harbor commercial fishing family heritage, both past and present. The emphasis would be upon the authentic interpretation of the vessels, skills and stories of this unique local culture.

CHA envisions that the stabilized net shed would provide opportunities for experiential education activities, including:

- Many of the shed objects that were removed during the 2009 Skansie net shed Inventory Project would be reinstalled. These would be confined to the machine shop, the rafters and the two work benches running down the East and West walls. This exhibitry would provide visitors with a sense of the original space. Some of these objects would also be incorporated into skilled demonstrations prompting hands-on experiences and supporting cultural storytelling.
- The middle section of the shed would remain open and available as a multi-use area to repair and construct nets and other related commercial fishing equipment. This area could also serve as a meeting space and narrative stage for cultural conversation, interviews and guest presenters.
- All programming occurring in the net shed would have the potential to "spill out" into the park and the adjoining public dock and float facility at Jerisich Park, thereby enhancing the historic Skansie family theme throughout the property and its structures.

The tidal grid and mooring pilings will offer a visual link to the past while serving a practical educational function. Some of the envisioned functions are:

- The mooring of the CHA flagship *Commencement*, a Skansie-built purse seine vessel circa 1926. These mooring pilings would enhance CHA's potential to provide fishing heritage harbor tours.
- The tidal grid would be used for the out-of-water display and interpretation of Gig Harbor fishing vessels, including the CHA flagship *Commencement*. This will provide the opportunity for an occasional dry land vessel exhibit.

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

DRAFT PROGRAM PLAN CONT

Gig Harbor's commercial fishing community has the potential to offer the public a contemporary look into the world of fishing. It is envisioned that all phases of Skansie net shed programming would be greatly enhanced through the direct involvement of local fishing families. Efforts to forge partnerships with the Gig Harbor Fishermen's Civic Club would continue to be a priority of CHA. Potential areas for program collaboration include:

- Design and implement authentic interpretation of the Skansie net shed and its historic objects to visitors to Gig Harbor.
- Offer skilled repair and construction of nets and other fishing related equipment performed in full public view.
- Incorporation of fishing families in programs and activities such as narrative stages, folklife festivals, ethnic cooking demonstrations, family genealogies and other culturally unique activities.
- Provide ongoing occasions to interview, record and document oral histories.
- Assist in developing opportunities for apprentices, interns and other students to learn maritime seafaring skills from fishing professionals.
- Support and participate in venues for discussions, meetings and presentations regarding the commercial fishing industry.
- Volunteer to help maintain the net shed structure and to promote its activities.
- Work jointly to fund raise in support of fishing heritage preservation.
- Create mini traveling exhibits with some of the shed's historic objects which would be used to take Gig Harbor's fishing story beyond the City's borders.
- Network with other regional fishing industry partners to promote the sustainability of the culture.

By establishing the Skansie Brothers Net Shed as a Cultural Learning Center, the current life of Gig Harbor fishing families and their contributions to the early development of the community will preserve Gig Harbor's identity as an authentic Maritime City that the public can experience first-hand. All educational efforts will be managed and enhanced by CHA professional folklore and cultural sustainability practitioners that will assist and encourage fishing families to identify, document and deliver their local traditions to Gig Harbor residents and visitors.

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

ORGANIZATIONAL CAPACITY

FINANCIAL:

Coastal Heritage Alliance is a 501(c) (3) tax exempt organization which received its IRS public charity status in 2004. It was incorporated in the State of Washington in November of 2003 and received foreign non-profit incorporation status soon thereafter in the State of Maryland. CHA maintains part time programming in both locations and has used its national connections and experience to enhance its effectiveness in the maritime preservation field.

The organization has remained small and nimble by design. It is project/program based with a focus upon providing services and activities instead of maintaining extensive facilities requiring a large staff with substantial overhead. To date, this has allowed CHA to remain true to its singular mission as opposed to continually fund raising in support of an elaborate infrastructure.

Per the end on the organization's last fiscal year (November 30, 2010), CHA had total assets amounting to \$215,000.00. Operational expenses in F/Y 09/10 totaled \$148,000.00, with total revenues of \$182,000.00. The organization carries no long term debt and currently has two primary funding sources in the State of Washington. One is a grant from the Washington State Heritage Capital Projects Fund which is helping to support a series of upgrades to CHA's historic seine boat *Commencement*. The other revenue source is a pledge in the monthly amount of \$2,000.00 from the H.S. Whitney Foundation. This contribution in part is used to support a fully outfitted restoration/education shop located in the Gig Harbor area. Other revenue has been generated through CHA's *SAVING WHAT MATTERS* mobile restoration van which provides consulting and hands-on preservation services to maritime non-profits throughout the Puget Sound region.

Once the upgrade work is complete the CHA vessel *Commencement*, educational charter opportunities will be offered for a fee to help offset operational costs. It is anticipated that this phase of operations will begin in Gig Harbor during the summer of 2012 as a compliment to net shed programming. Direct funding for net shed activities however, will require additional fund raising through corporate contributions and foundation grants. CHA does have staff experience in donor cultivation and grant writing.

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

ORGANIZATIONAL CAPACITY CONT.

PROJECT EXPERIENCE

One of CHA's strengths is its versatility and national reputation in the field of historic preservation, cultural conservation and heritage education. A few examples representative of the organization's unique ability and accomplishments are as follows:

- Presently the Coastal Heritage Alliance is coordinating an educational project which is federally funded by way a fishermen's disaster grant provided to the State of Maryland. This innovative program is designed to train up to 100 underemployed and adversely effected Chesapeake Bay commercial fishermen and their family members to become heritage tour guides within their communities and along the Captain John Smith National Historic Water Trail. CHA is in its second year of providing these services within the remote coastal communities of Maryland. Coastal Heritage Alliance was commissioned to design the curriculum and implement the training in conjunction with state and county tourism offices.
- Coastal Heritage Alliance managed the documentation and stabilization of the historic Skansie purse seine vessel *Shenandoah* for the Harbor History Museum in 2006/2007. These efforts were based upon the initial Restoration and Program Plan which CHA created for the Museum in 2004. The project incorporated a team of preservation apprentices and several Gig Harbor volunteers, some of which were both active and retired local fishermen.
- In 2005 CHA was commissioned to perform a feasibility study and to create an extensive business plan regarding maritime organizations and the historic vessels they owned at South Lake Union Park in Seattle, WA. The end result was a comprehensive document detailing the creation of the Seattle Heritage Shipyard. The project was underwritten by 4-Culture, the arts and heritage funding arm of King County. The finished document included sections on Shipyard Management & Daily Operations, Financial Plans and Budgeting, Marketing Procedures, Program Options, Architectural Drawings, Artistic Conceptual Renderings and Professional Recommendations.

SKANSIE NET SHED PROPOSAL
RESPONSE TO RFP/RFQ
COASTAL HERITAGE ALLIANCE

ORGANIZATIONAL CAPACITY CONT.

PROJECT EXPERIENCE CONT.

- Coastal Heritage Alliance has experience in the design and installation of museum quality exhibits. In 2006 CHA acquired a complete set of ship's caulking tools which belonged to a local salmon fisherman. With sponsorship from Heritage Bank and the Washington State History Museum, these tools, along with photos and interpretive signage, were incorporated into a unique traveling exhibit which to this day is still being installed in museums and at maritime folk festivals nationwide. As part of the exhibit, CHA staff and volunteers have provided skill demonstrations and educational opportunities for the public in Gig Harbor; Tacoma; Seattle, Baltimore, MD.; St. Michaels, MD.; Richmond, VA. and Washington DC.

DIRECTOR'S QUALIFICATIONS

CHA's current director, Michael Vlahovich, is also the founder of the organization. His connection to the commercial fishing and wood boatbuilding profession go back several generations. Michael began his salmon fishing career in Gig Harbor in 1965 with his cousin Captain Martin Skrivanich, and continued to crew and captain purse seine vessels based out of Gig Harbor and Tacoma for several years. His steadfast dedication and appreciation for the fishing culture attracted him to the field of cultural preservation in the early 1990's when he co-founded the Working Waterfront Museum in Tacoma (now the Foss Waterway Seaport). He was also the originator and primary underwriter of the first Commencement Bay Maritime Festival in 1993 which featured the fish boat parade from Gig Harbor to Tacoma.

Since those early days of promoting the Puget Sound fishing culture to the general public, Mike Vlahovich went on to assist the commercial fishing fleet of the Chesapeake Bay as Special Projects Manager at the Chesapeake Bay Maritime Museum where he instituted an apprentice program to restore the historic oyster dredging skipjack sailing fleet. His museum experience prompted him to create Coastal Heritage Alliance where he now devotes countless hours assisting fishing communities to sustain their valued traditions. Michael views the Skansie Net Shed Project as an opportunity for him to give back to the community and the culture of his ancestors who so generously shared their skills and stories with him.

HISTORIC VESSEL PRESERVATION

Consent Agenda 8
Page 12 of 13

RESTORATION • SKILL TRAINING • PUBLIC EDUCATION

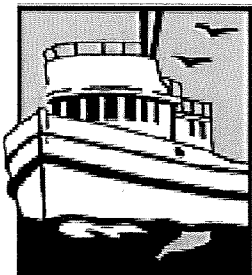
Saving what matters...



on land & at sea!

Saving What Matters is a pilot program of Coastal Heritage Alliance designed to deliver professional preservation experience, skills, training and equipment to active commercial fishing communities of the Puget Sound region. Working beyond museum walls, this project has acquired and operates mobile units addressing restoration and maintenance needs of culturally significant fishing vessels, while providing training and heritage education to the general public on land and at sea.

Major funding for this project has been provided by Cherrywood Development, LLC and in part by a grant from the National Trust for Historic Preservation through the Bartus Trew Providence Preservation Fund. Other supporters include the Whitney Foundation, Port of Tacoma, Heritage Bank, and the Michael and Paula Vlahovich family.



COASTAL
HERITAGE
ALLIANCE

Coastal Heritage Alliance is a non-profit organization founded to preserve threatened aspects of commercial fishing family cultural heritage.

For more information, contact Founding Director Mike Vlahovich at 253-820-7292 or email mikev@coastalheritage.org. Please visit us online at www.coastalheritage.org.

We welcome your support and involvement!



NATIONAL TRUST
for HISTORIC PRESERVATION

John R. Moist
3313 Harborview Drive
Gig Harbor, WA 98332

July 7, 2011

"Friends of Skansie Net Shed"

The Honorable Chuck Hunter
Mayor, City of Gig Harbor, WA
3510 Grandview St.
Gig Harbor, WA 98335

Dear Mayor Hunter,

As you are aware, I have been an advocate for the preservation and use of the Skansie Brothers Net Shed as the site for public educational and practical programming designed to preserve this historic structure as well as our local fishing family heritage. I believe that the Skansie net shed should have the same opportunities as did Eddon Boat to excel as a fine example of a lasting and meaningful public-private partnership between the City and a quality, qualified non-profit organization dedicated to the preservation of our heritage as well as offering contemporary training in such crafts as net mending, mechanical equipment repair and shipwright apprentice training. In addition, I would like to see a collection of the artifacts displayed as a diorama for public education and edification.

I have worked with Mr. Michael Vlahovich, founding director of Coastal Heritage Alliance (CHA), since 2008 to showcase the net shed during festivals and other celebrations in order to display our diamond in the rough to the general public as well as generate overwhelming interest in the heritage behind the building and its builders, the Skansie Brothers. Additionally, as the Net Shed is now listed as a Historic Building leasing it to CHA will ensure that we move forward to ensure its complete restoration.

Mr. Vlahovich has been in "all the way" along with Miss. Lita Dawn Stanton and the "Friends of Skansie Net Shed" taking the lead to develop quality displays and demonstrations during the past three Maritime Gig Festivals and the 100 year Anniversary celebration which resulted in an award of \$100,000.00 for piling replacement. It was Mr. Vlahovich that undertook the inventory, photographing, cataloging and careful storage of the net shed's artifacts.

An added benefit to vesting CHA will be that Mr. Vlahovich's converted purse seiner the "Commencement", built by the Skansie brothers, will be tied up to the Skansie Brothers net shed as part of the learning experience.

I strongly encourage the City to enter into an agreement and sign a lease with CHA. I know that from my experience with Mr. Vlahovich and through his success on the Chesapeake Bay with similar programming his credentials are impeccable and his desire to turn the net shed into a quality and meaningful experience for all concerned is above reproach.

Very truly yours,



John R. Moist



**Subject: Shoreline Master Program Update
Consultant Services Contract -
Third Amendment**

**Proposed Council Action:
Approve contract amendment with ESA
Associates, Inc. (formerly ESA Adolfson)**

Dept. Origin: Planning

Prepared by: Tom Dolan 

For Agenda of: September 12, 2011

Exhibits: Contract

Initial & Date

Concurred by Mayor:

CLH

Approved by City Administrator:

FOK

Approved as to form by City Atty:

by e-mail

Approved by Finance Director:

CR 9/6

Approved by Department Head:

TD 9/1/11

Expenditure		Amount		Appropriation	
Required	\$16,028	Budgeted	\$16,028	Required	0

INFORMATION / BACKGROUND

In May of 2008 the City entered into a consultant contract with ESA Adolfson for consulting services associated with the State mandated update to the City's Shoreline Master Program. That contract was for a maximum of \$86,592 with funding provided by the city's General Fund. \$47,000 of that budget allocation was expended when in August, 2009, the city received a grant of \$93,000 from the Washington State Department of Ecology (Ecology) to complete the master program update. Receipt of the grant funding required the preparation of a first amendment to the original contract with ESA.

The city was subsequently selected by Ecology for an additional \$9,000 to assist in the update of master program. The funding was required to be spent by the end of the State's 2009-2011 biennium on June 30, 2011. The additional funding allowed the city to expand the update effort through the preparation of information handouts to assist the public in understanding the requirements of the updated shoreline master program. All grant funding has been expended and no further funding is available from the state to assist the city in the shoreline master program update effort.

The city has now received Ecology's comments on the April, 2011 Planning Commission draft master program and needs additional consultant services to assist in responding to several of the issues, revising existing graphics and developing new graphics for the document and

revising the draft Cumulative Impact Analysis Report required by Ecology for the update effort.
The cost of the additional services is \$16,028.

FISCAL CONSIDERATION

The funding identified will be provided by savings accumulated to date in the Planning Department's 2011 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Third Amendment to the contract with ESA for consulting services associated with the State mandated update to the City of Gig Harbor's Shoreline Master Program.

**THIRD AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ESA ASSOCIATES, INC.**

THIS THIRD AMENDMENT to that certain Consultant Services Contract dated May 13, 2008 (the "Agreement"), is entered into by and between the CITY OF GIG HARBOR, a Washington municipal corporation (hereinafter the "City"), and ESA ASSOCIATES, Inc. (formerly ESA ADOLFSON, INC.), a corporation organized under the laws of the State of Washington, located and doing business at 5309 Shilshole Avenue NW, Seattle, Washington (hereinafter the "Consultant").

WHEREAS, the City engaged Consultant to perform services in connection with the City's Shoreline Master Program update; and

WHEREAS, the City has expended all grant funding from the Washington State Department of Ecology and desires that Consultant provide additional consultant services in connection with the Shoreline Master Program update; and

WHEREAS, the parties desire to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant to incorporate additional services, to increase the amount of compensation accordingly, and to increase the duration of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all additional work described in **Exhibit A**, attached to this Amendment and incorporated herein.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for all work under the Agreement in the amount not to exceed Sixteen Thousand and Twenty-Eight Dollars (\$16,028), as set forth on **Exhibit B**, attached hereto and incorporated herein.

Section 3. Duration of Work. Section IV of the Agreement is amended to agree that all work will be performed in accordance with **Exhibit A** immediately upon execution of this Agreement and the parties agree that all work described in **Exhibit A** shall be completed by January 30, 2012.

EXCEPT AS EXPRESSLY MODIFIED BY THIS THIRD AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

ESA ASSOCIATES, Inc.

THE CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A
City of Gig Harbor Shoreline Master Program Update
SCOPE OF SERVICES

Contract Amendment 3

ESA

Project Title: City of Gig Harbor Shoreline Master Program Update
Description: This scope of work describes additional services and a cost estimate to assist the City in responding to City Council review of the Planning Commission Recommended Draft SMP and delivering a locally adopted SMP to Ecology.

Scope of Services

While the hours within the tasks identified on Exhibit B (Schedule of Rates and Cost Estimate) may fluctuate, ESA's level of effort will be limited to the budget specified in the contract, unless otherwise amended by the City.

YEAR 3 (July 2011 – June 2012)

Phase 5: Local SMP Adoption Process

Task 5.1a Revise Cumulative Impact Analysis

ESA will revise the March 2011 Draft Cumulative Impact Analysis memorandum and accompanying appendices to reflect both the changes made by the City Council to the Planning Commission Recommended Draft SMP and the Ecology comments per July 12, 2011 memorandum.

Assumptions: The City of Gig Harbor staff will conduct additional foreseeable development analysis in response to Ecology's comments. Additional GIS analyses or data evaluation will not be required as part of this next revision of the CIA.

Deliverables: Draft (city review) and Final (Ecology submittal) Cumulative Impact Analysis memorandum.

Due Date: Winter 2011/2012

Task 5.1b Draft SMP Support

ESA will assist City staff in responding to the following Ecology comments per letter dated July 5, 2011:

1. Consider incorporating the Ecology publication *Wetland & CAO Updates: Guidance for Small Cities*.
2. Assess the allowance to remove up to 30 percent of the vegetation in the Vegetation Conservation Strip or critical area buffer.

City of Gig Harbor Shoreline Master Program Update Contract Amendment 3
Exhibit A - Scope of Services

3. Ecology comments on Sections 6.2.3.2 Marine Vegetation Conservation Strip and 6.2.3.3 Marine Vegetation Conservation Strip Modifications.
4. Ecology comments on Section 7.3 Aquaculture regarding the prohibition on net pens and the new geoduck aquaculture regulations.

ESA will assess the pros and cons of incorporating Ecology guidance per comment #1 by reviewing the Ecology publication, draft SMP Section 6.2.4 Critical Areas - Wetlands, and related comments in the Ecology letter dated July 5, 2011.

ESA will provide two alternatives to the 30 percent removal allowance per comment #2 for consideration by City staff and the City Council.

ESA will assist the City in responding to the Ecology comments per comments #3 and #4.

Assumptions: City staff will revise the draft SMP per City Council direction. If there is remaining budget in this task after comments 1-4 are addressed, ESA will provide the City with additional assistance in preparing the Draft SMP for local adoption, up to the total budgeted amount.

Deliverables: One technical memorandum with attached example regulatory language and up to two graphic examples addressing comment #2 above. Assistance in PowerPoint presentations as requested by City staff.

Due Date: Fall 2011

Task 5.1c Revise graphic materials and format locally adopted SMP

ESA will revise three (3) graphics in the Draft SMP per Ecology comments in letter dated July 5, 2011. ESA will format the revised SMP for formal adoption by the City Council and delivery to Ecology.

Assumptions: City of Gig Harbor staff will address Ecology comments on Chapter 5 graphics.

Deliverables: Final jpeg images of graphics incorporated into draft SMP. Final SMP formatted for delivery to Ecology.

Due Date: Winter 2011/2012

Task 5.1d City Council meeting support

ESA will assist City staff in responding to requests from the City Council that are analytical or technical in nature by providing tech memos, data analysis, and scientific literature.

Assumptions: ESA staff will spend up to 18 hours on this task.

Deliverables: Tech memos, data tables, copies of scientific reports, assistance in PowerPoint presentations, etc. as requested by City Staff.

Due Date: Fall and Winter 2011

Task 5.1e Attend City Council public meetings

ESA staff will support City staff during the local adoption phase by attending up to 2 City Council meetings.

Assumptions: This scope assumes the project manager will attend one meeting and a scientist will attend a second meeting. Each meeting will involve 8 hours of ESA time (including 2.5 hours of travel and 5.5 hours of ancillary support). City staff will print and copy graphics, maps, and other materials for distribution at City Council meetings. ESA will assist City staff develop presentations and other materials for distribution.

City of Gig Harbor Shoreline Master Program Update Contract Amendment 3
Exhibit B - Schedule of Rates and Cost Estimate

EXHIBIT B

Schedule of Rates and Cost Estimate

ESA

Schedule of Rates

Job Classification	Hourly Billing Range		
Principal Scientist/Planner/Engineer	\$ 167.50	to	\$ 279.00
Senior Project Manager	\$ 123.00	to	\$ 204.50
Project Manager	\$ 104.50	to	\$ 167.50
Senior Engineer	\$ 126.50	to	\$ 193.50
Project Engineer	\$ 100.50	to	\$ 149.00
Staff Engineer	\$ 78.50	to	\$ 123.00
Landscape Architect	\$ 119.00	to	\$ 156.50
Senior Scientist	\$ 100.50	to	\$ 141.50
Project Scientist	\$ 71.00	to	\$ 119.00
Staff Scientist	\$ 56.00	to	\$ 89.50
Senior Planner	\$ 104.50	to	\$ 152.50
Project Planner	\$ 78.50	to	\$ 123.00
Staff Planner	\$ 59.50	to	\$ 104.50
Technical Editor	\$ 82.00	to	\$ 115.50
Senior Graphics/GIS Specialist	\$ 74.50	to	\$ 160.00
Graphics/GIS Specialist	\$ 59.50	to	\$ 130.50
Sr. Project Administrator	\$ 78.50	to	\$ 119.00
Project Administrator	\$ 59.50	to	\$ 93.00
Office/Project Assistant	\$ 56.00	to	\$ 78.50

Cost Estimate

Task	Task Totals
Task 5.1a. Revise Cumulative Impact Analysis	\$3,753
Task 5.1b Draft SMP Support	\$7,190
Task 5.1c Revise graphic materials and format locally adopted SMP	\$925
Task 5.1d City Council meeting support	\$1,952
Task 5.1e Attend City Council public meetings	\$2,208
Total	\$16,028



**Business of the City Council
City of Gig Harbor, WA**

Subject: Water Reclamation/Reuse Site Evaluations and Study – Consultant Services Contract (HDR Engineering, Inc.)

Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with HDR Engineering, Inc., for an amount not to exceed \$50,000.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *JL*

For Agenda of: September 12, 2011

Exhibits: Consultant Services Contract, Scope of Services, and Schedule of Charges

	Initial & Date
Concurred by Mayor:	<u>CLH</u>
Approved by City Administrator:	<u>RJK</u>
Approved as to form by City Atty:	<u>VIA EMAIL 9/1/11</u>
Approved by Finance Director:	<u>JOB 9/6</u>
Approved by Department Head:	<u>9/2/11</u>

Expenditure Required	\$50,000	Amount Budgeted	\$50,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City of Gig Harbor has identified in the 2009 Wastewater Comprehensive Plan and the 2008 Water System Plan a need to investigate the potential for creating reclaimed water from the City's wastewater infrastructure. In July 2011 the City requested qualifications from consultants to perform a water reclamation and reuse site evaluation study.

The intent of the Study is to provide preliminary suggestions and recommendations for locating a reclaimed water treatment plant. The Study should provide the City with a direction on how and where to develop reclaimed water for the purposes of reducing treatment demand at the centralized treatment plant while providing possible mitigation of water rights through aquifer recharge and reclaimed water for use in future irrigation and "purple pipe" systems.

In terms of reclaimed water production, there are generally two options available to the City: centralized versus decentralized facilities. The City has identified in the Wastewater Comprehensive Plan multiple potential satellite locations for the production of reclaimed water. The City has also allowed for future filtration or MBR facilities to be added to the recently improved wastewater treatment plant.

Although there are no current plans for specific capital improvements related to reclaimed water, the City desires to consider the costs and benefits of various types of reclaimed water programs and how they may best fit within the City's water resource management strategy.

After an evaluation of qualifications from consultants on the City's consultant roster Staff found HDR Engineering to be the most qualified firm. The attached scope and fee from HDR identifies the specific tasks that will be performed by HDR and includes a listing of the anticipated deliverables.

FISCAL CONSIDERATION

Funding for this project was originally budgeted in 2010. However, due to time limitations, this project was a carried-over item from the City's 2010 Budget. The 2011 Water Capital Fund allocated the following for this project:

2011 Budget for Reuse and Reclaimed Water, Water Capital, Objective No. 4	\$ 50,000
Anticipated 2011 Expenses:	
HDR Consultant Services Contract – Water Reclamation/Reuse Study	\$ (50,000)
Estimated Remaining 2011 Budget =	\$ 0

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with HDR Engineering, Inc., for an amount not to exceed \$50,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a Corporation organized under the laws of the State of Washington located and doing business at 626 Columbia St. NW, Suite 2A, Olympia, WA 98501 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Water Reclamation and Reuse Site Evaluations and Study and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 18, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifty Thousand Dollars and zero Cents (\$50,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 28, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records

and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done

at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
HDR Engineering, Inc.
ATTN: Jeff Hansen, P.E., Project Manager
626 Columbia St. NW, Suite 2A
Olympia, WA, 98501
(360) 570-4400

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

EXHIBIT A
SCOPE OF SERVICES
CITY OF GIG HARBOR
WATER RECLAMATION AND REUSE SITE EVALUATIONS AND STUDY

BACKGROUND

The City of Gig Harbor (City) has identified in the 2009 Wastewater Comprehensive Plan and the 2008 Water System Plan a need to investigate the potential for creating reclaimed water from the City's wastewater infrastructure. It is the City's intent to have a water reclamation and reuse site evaluation study performed to provide preliminary suggestions and recommendations for locating a reclaimed water treatment plant and implementing a reclaimed water system. The intent of this study is to provide the City with a direction on how and where to develop reclaimed water for the purposes of reducing treatment demand at the centralized treatment plant while providing possible mitigation of water rights through aquifer recharge and reclaimed water for use in future irrigation and "purple pipe" systems.

HDR Engineering, Inc. (HDR) has been retained by the City to assist in this analysis. This study represents the initial step in the City's evaluation of reclaimed water system feasibility, and is envisioned to serve as a foundation for next steps which may include further study and implementation.

A detailed scope of services is provided below.

SCOPE OF SERVICES

TASK 1 – REFINE RECLAIMED WATER PROGRAM OBJECTIVES

Objective. Confirm and clarify the key objectives desired to be achieved by a reclaimed water program.

Approach. The following subtasks will be conducted:

Subtask 1.1. Kickoff meeting and objectives confirmation. HDR will meet with key City staff to launch the project. This discussion will focus on: 1) clarifying the desired outcome of the project, and 2) identifying the key objectives the City envisions a reclaimed water program supporting/achieving. Previously defined objectives include extension of existing wastewater treatment plant capacity, reducing potable water demands, and support of water rights mitigation. Each of these will be discussed, and other potential objectives will be explored. A relative sense of priority amongst objectives will be established.

Subtask 1.2. Refine water rights mitigation objectives. HDR will meet with key City staff and the City's water rights attorney to discuss the City's future water rights needs, pending applications, and anticipated mitigation requirements.

City Responsibilities.

- Participate in two meetings.
- Support participation of legal counsel in water right discussion.

Assumptions.

- The City project manager will schedule the meetings.
- Three HDR staff (project manager, project principal, project engineer) will be present at the kickoff meeting.
- Two HDR staff (project manager, water rights specialist) will be present at the water rights meeting.

Deliverables.

- One meeting minutes document, summarizing the discussion at both meetings.

TASK 2 – EVALUATE WATER RIGHTS MITIGATION POTENTIAL

Objective. Evaluate the feasibility of utilizing reclaimed water in the context of water rights mitigation.

Approach. The following subtasks will be conducted:

- Subtask 2.1. Meeting with Ecology.** HDR will meet with key City staff and State Department of Ecology (Ecology) staff to discuss the potential for using reclaimed water to support a water rights mitigation plan. Potential options will be discussed, along with identification of study requirements that will be needed to support implementation.
- Subtask 2.2. Identify potential water rights mitigation sites.** Following the meeting with Ecology, HDR will identify potentially favorable mitigation sites, based on findings of the Subtask 2.1 meeting and a subregional analysis of soils, hydrology, geology, and wellhead data. A Mitigation Site Interim Technical Memorandum will be prepared and discussed at a review meeting. The City will select up to three sites for further evaluation in Subtasks 2.3 through 2.6.
- Subtask 2.3. Site visit.** Visit up to three potential groundwater recharge sites, and up to three potential surface water augmentation sites, to perform field reconnaissance of site development potential for water rights mitigation. The sites visited will be based on those identified in Subtask 2.2.
- Subtask 2.4. Evaluate groundwater recharge potential.** Conduct a conceptual-level evaluation of the feasibility of recharging groundwater with reclaimed water (most likely through surface percolation) at up to three sites. This will involve a review of existing, available geologic, hydrologic, soils, and wellhead protection area data. No field work is proposed. Ranges of effective infiltration rates will be

estimated if possible from existing data. Constraints and challenges regarding implementation will be identified, along with recommended next steps in further evaluating this option.

Subtask 2.5. Evaluate surface water augmentation potential. Conduct a conceptual-level evaluation of the feasibility of augmenting surface water with reclaimed water at up to three sites. This will involve a review of existing, available hydrologic, fish and other aquatic species presence, and surface water quality data. Potential ranges of surface water augmentation flow will be estimated if possible from existing data. Constraints and challenges regarding implementation and permitting will be identified, along with recommended next steps in further evaluating this option.

Subtask 2.6. Task 2 Technical Memorandum. A brief Task 2 Technical Memorandum will be prepared summarizing the findings of this task.

City Responsibilities.

- The City project manager will schedule the Ecology meeting and site visit.
- Provide available groundwater and surface water data held by the City.
- Review Mitigation Site Interim Technical Memorandum (Subtask 2.2).
- Review Draft Task 2 Technical Memorandum (Subtask 2.6).

Assumptions.

- Two HDR staff (project manager, water rights specialist) will be present at the Ecology meeting.
- Two HDR staff (project manager, environmental scientist) will be present at the potential site identification meeting (interim review meeting).
- Four consultant staff (project manager, project engineer, environmental scientist, hydrogeologist subconsultant) will attend the site visit.
- No field work, aside from the site visit, is included in this task.
- Draft Technical Memoranda review comments by multiple City staff will be consolidated by the City into one complete set of comments.
- The Draft Technical Memoranda will not be finalized. Any revisions based on City feedback will be incorporated into the Final Report (Task 5).

Deliverables.

- Draft Mitigation Site Interim Technical Memorandum (anticipated to be no more than five pages in length).
- Draft Task 2 Technical Memorandum (anticipated to be no more than 30 pages in length).

TASK 3 – IDENTIFY RECLAIMED WATER USES

Objective. Confirm and refine potential reclaimed water uses and associated demands.

Approach. The following subtasks will be conducted:

Subtask 3.1. Refine previous analyses. The City has previously identified potential reclaimed water uses, as documented in the 2009 Wastewater Comprehensive Plan and the 2008 Water System Plan. HDR will review this work and update as necessary. HDR will review City billing records and maps to identify other potential uses that may not have been previously identified.

Subtask 3.2. Refine demand projections. HDR will refine the previously-developed reclaimed water demand projections. The updated analysis will include development of demand projections on an annual, seasonal, average day in maximum month, and instantaneous basis, so as to support conceptual-level facility sizing.

Subtask 3.3. Task 3 Technical Memorandum. A brief technical memorandum, consisting primarily of a table and map, will be prepared summarizing this analysis.

Subtask 3.4. Review meeting. HDR will meet with City staff to review the Draft Technical Memorandum.

City Responsibilities.

- Provide past three years of water consumption (billing system data) for largest 20 customers.
- Review Draft Task 3 Technical Memorandum.

Assumptions.

- No site visits or customer/end user interactions are included.
- Two HDR staff (project manager, project engineer) will be present at the review meeting.
- Draft Technical Memorandum review comments by multiple City staff will be consolidated by the City into one complete set of comments.
- The Draft Technical Memorandum will not be finalized. Any revisions based on City feedback will be incorporated into the Final Report (Task 5).

Deliverables.

- Draft Task 3 Technical Memorandum (anticipated to be no more than 10 pages in length).

TASK 4 – DEVELOP RECLAIMED WATER SYSTEM CONFIGURATION OPTIONS

Objective. Identify up to three alternative reclaimed water system configuration options for comparison.

Approach. The following subtasks will be conducted:

Subtask 4.1. Identify reclaimed water production options. The City has previously analyzed options for reclaimed water production. These will be reviewed and updated as appropriate, based on the analysis conducted in Tasks 1-3. Likely options include:

1. Centralized. Upgrading the City's wastewater treatment plant to produce Class A reclaimed water. The additional unit processes needed to support this will be identified.
2. Decentralized. This refers to the installation of smaller, "satellite" facilities located at strategic locations upstream of the WWTP, which would intercept raw wastewater flows, converting them to reclaimed water for use at sites in proximity to the production facilities. Up to three potential sites will be identified. The previously-identified sites (Lift Stations 1, 8A, and 12) will be reviewed. If other sites appear more feasible, based on a review of projected raw wastewater flows and site development considerations, these may be replaced.

Potential treatment technologies will be identified that may be suitable for the decentralized approach. General ranges of costs, and a summary of advantages and disadvantages will be developed.

A map will be prepared identifying potential decentralized production sites and potential corridors for conveyance infrastructure back to the WWTP, since it is likely that the WWTP will be considered an emergency discharge location for reclaimed water produced as satellite facilities. The map will be included in the Task 4 Technical Memorandum.

Subtask 4.2. Develop reclaimed water system configurations. Given the results of Tasks 2, 3, and 4.1, up to three reclaimed water system configurations will be developed. These configurations will consider the following key elements:

- Site and volume of potential reclaimed water production.
- Location and volume of potential reclaimed water uses.
- Pumping, piping, and storage needs.

Conceptual-level sizing and routing of facilities will be provided.

Subtask 4.3. Prepare Opinions of Probable Cost. HDR will prepare capital, annual operating and maintenance, and 20-year present worth opinions of probable cost for the alternative configurations.

Subtask 4.4. Identify evaluation criteria. Proposed evaluation criteria to be used in the benefit/cost analysis (Task 5) will be identified and described. These are likely to include cost, environmental benefits, permitting needs and other regulatory requirements, public reaction/acceptance, and site aesthetics.

Subtask 4.5. Task 4 Technical Memorandum. A brief technical memorandum will be prepared summarizing the Task 4 analysis.

Subtask 4.6. Review meeting. HDR will meet with City staff to review the Draft Technical Memorandum.

City Responsibilities.

- Review Draft Task 4 Technical Memorandum.

Assumptions.

- HDR will visit the WWTP and up to three potential decentralized production sites, to aid in assessing feasibility.
- The budget accounts for the development of up to three reclaimed water system configurations. If budget allows, an additional two configurations may be explored.
- Two HDR staff (project manager, project engineer) will be present at the review meeting.
- Draft Technical Memorandum review comments by multiple City staff will be consolidated by the City into one complete set of comments.
- The Draft Technical Memorandum will not be finalized. Any revisions based on City feedback will be incorporated into the Final Report (Task 5).

Deliverables.

- Draft Task 4 Technical Memorandum (anticipated to be no more than 20 pages in length).

TASK 5 – BENEFIT COST ANALYSIS AND REPORT

Objective. Prepare a benefit cost analysis and summarize the feasibility study in a report.

Approach. The following subtasks will be conducted:

Subtask 5.1. Prepare benefit cost analysis. A benefit cost analysis will be prepared that identifies a range of potential benefits and costs associated with each alternative reclaimed water system configuration identified in Task 4. Two parts of the analysis will be conducted, as follows:

1. Quantitative. This will involve those costs and benefits that can be readily monetized, including capital and O&M costs, and benefits such as potential reclaimed water revenues and decreased fertilizer costs.

2. Qualitative. This will capture those costs and benefits that cannot be readily monetized, but that may be significant, including environmental benefits, support of water rights mitigation, public reaction/acceptance, and site aesthetics.

Subtask 5.2. Develop Draft Report. A Draft Report will be prepared that includes the following:

- The results/findings documented in meeting minutes and Technical Memoranda developed in Tasks 1-4.
- The benefit cost analysis summary.
- Recommendations of next steps. These may include identified follow-on analyses that are required to further explore feasibility of certain options, public input/informational processes, timing of future steps, etc.

Subtask 5.3. Review Meeting. HDR will meet with City staff to review the Draft Report.

Subtask 5.4. Presentation to Council and Committee. HDR will assist City staff in presenting the findings at two meetings to the appropriate bodies (e.g., Council and OPP Committee).

Subtask 5.5. Develop Final Report. The Draft Report will be revised based upon the Review Meeting discussion and results of the presentation.

City Responsibilities.

- Review Draft Report.
- The City project manager will schedule the Review Meeting and Presentation.

Assumptions.

- Three HDR staff (project manager, project principal, project engineer) will be present at the Review Meeting.
- One HDR staff (project manager) will be present at the Presentations. The budget for this task assumes HDR will attend only two Presentations.
- Draft Report review comments by multiple City staff will be consolidated by the City into one complete set of comments.

Deliverables.

- Draft and Final Reports.

SCHEUDLE

Key milestone (completion) dates are listed below.

Key Milestone	Date (weeks after NTP) *
TASK 1 – Refine Reclaimed Water Program Objectives	4 weeks
TASK 2 – Evaluate Water Rights Mitigation Potential	10 weeks
TASK 3 – Identify Reclaimed Water Uses	12 weeks
TASK 4 – Develop Reclaimed Water System Configuration Options	16 weeks
TASK 5 – Benefit Cost Analysis and Report	20 weeks

*Noted as amount of time after Notice-to-Proceed (NTP).

FEE

The fee breakdown is provided in Exhibit B. Payment will be on a time-and-materials basis, not to exceed \$50,000.

**EXHIBIT B
FEE BREAKDOWN**

Task No.	Task Description	HDR Labor Hours											HDR Labor Fee	HDR Expenses	Sub-consultant Fee	Total Fee		
		Project Principal	Project Manager	QC Review	Project Eng. 1	Water Rights Specialist	Cost Estimator	Environmental Scientist	Project Eng. 2	Project Controller	Project Assist.							
	Billing Rate->	\$190	\$148	\$215	\$133	\$162	\$129	\$134	\$91	\$111	\$72							
1	Refine Reclaimed Water Program Objectives	2	10	0	2	4	0	0	0	2	1				\$3,068	\$50		\$3,118
2	Evaluate Water Rights Mitigation Potential	1	14	1	8	6	0	38	0	3	1				\$10,010	\$118	\$7,500	\$17,628
3	Identify Reclaimed Water Uses	1	8	1	12	0	0	0	16	2	1				\$4,935	\$35		\$4,970
4	Develop Reclaimed Water System Configuration Options	2	26	4	24	0	12	0	38	3	1				\$13,691	\$35		\$13,726
5	Benefit Cost Analysis and Report	4	30	3	14	0	0	0	26	2	2				\$10,439	\$119		\$10,558
	TOTAL	10	88	9	60	10	12	38	80	12	6				\$42,143	\$357	\$7,500	\$50,000

RECOMMENDATION / MOTION

Move to: Approve an amended contract in the amount of \$5,586 with Grette Associates LLC for delineation of wetlands associated with the Twawelkax Trail.

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES LLC**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated December 14, 2010 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates, LLC, a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Twawelkax Trail Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Five Thousand Five Hundred and Eighty-Six Dollars (\$5,586.00), as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to October 3, 2011.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this First Amendment on this _____ day of _____, 2011.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



To: Rob Karlinsey
City Administrator
3510 Grandview Street
Gig Harbor, WA 98335

Phone: 253-851-6127
Fax:
E-Mail: karlinseyr@cityofgigharbor.net

Date: August 8, 2011
Project #: 250.008
Project Name: Trail Extension

Project Manager: Scott Maharry
Client File No.: 250.000

SENT VIA:

- Mail Hand Delivered
 Fax Email

DESCRIPTION OF WORK:

Task 300 – Trail Extension Additional Field Effort

Grette Associates will assist with the City of Gig Harbor with the proposed alignment of a trail connecting the Cushman Trail and Harborview Drive. A Grette Associates’ biologist will conduct wetland delineation(s) of the slope wetland areas adjacent to the proposed trail alignment, in accordance with the Gig Harbor Municipal Code (GHMC) Chapter 18.08, and will place buffer boundary flags to mark the extent of the associated buffer(s). Surveying of buffer boundary flags would be the responsibility of a separate contractor.

Where wetlands or streams are observed, they will be visually evaluated and rated using Ecology’s *Revised Wetland Rating System for Western Washington* (Hruby 2004) and the GHMC.

An estimated budget for Task 300 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$120.00	1	\$120.00
Biologist 2	\$90.00	18	\$1,620.00
Mileage		60	\$36.00
Administrative	\$70.00	1	\$70.00
TOTAL TASK 300			\$1,846.00

Task 400 – Mitigation and Monitoring Plan

If required, Grette Associates will prepare a Mitigation and Monitoring Plan for the project that complies with the requirements of the current GHMC. The Plan will address potential impacts to the functions of the wetland and/or wetland buffers present on the site, and will describe in detail how those impacts will be compensated for. The Plan will also describe the required monitoring activities to be conducted to ensure success of the mitigation actions.

Deliverables: Draft Mitigation and Monitoring Plan for City review; Final Mitigation and Monitoring Plan

250.008 Trail Extension
08/08/2011

An estimated budget for Task 400 is as follows:

Staff	Rate	Units	Total
Principle	\$190.00	1	\$ 190.00
Biologist 5	\$120.00	5	\$600.00
Biologist 2	\$90.00	32	\$2,880.00
Administrative	\$70.00	1	\$70.00
TOTAL TASK 400			\$3,740.00

- TIME AND EXPENSE
- FIXED FEE
- RETAINER

Estimated Amount: \$5,586.00

Fee Amount:

Retainer Amount



Subject: Resolution – Material Purchase for Sole Source Provider – Maritime Pier Parking Lot Storm Drain Structure

Proposed Council Action: Authorize the Resolution waiving competitive bidding for the purchase of a bio-retention filtration unit from Filterra, the sole source supplier, and authorize the Mayor to execute a purchase order necessary to purchase the filtration unit.

Dept. Origin: Engineering
Prepared by: Marcos McGraw *MM*
 Project Engineer
For Agenda of: September 12, 2011

Exhibits: Resolution

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<i>RJK</i>
Approved as to form by City Atty:	<i>Email 9/2/11</i>
Approved by Finance Director:	<i>JOB 9/7</i>
Approved by Department Head:	<i>J 9/6/11</i>

Expenditure	Amount	Appropriation
Required \$10,135.40	Budgeted \$258,000.00	Required \$0

INFORMATION / BACKGROUND

Due to the long lead fabrication time, of up to six weeks, for this essential rain garden component, advance procurement of this unit is required at this time in order to maintain the project schedule of constructing the Maritime Pier parking lot improvements this fall. There is no known industry equal to substitute for this unit. Filterra® is the sole source supplier of the product, as there is no known equal.

FISCAL CONSIDERATION

The cost for this Filterra® unit is \$10,135.40 including sales tax, which will be funded by the 2011 Budget amount for the Maritime Pier.

The 2011 City of Gig Harbor Budget includes funding for this work in the Parks Development Division. The budget summary for this item is provided in the table below:

2011 Maritime Pier Parking Lot Budget for Parks Development, Obj. No.2	\$258,000.00
2011 Expenses to Date:	
Permitting	\$ 9,355.00
Environmental	\$ 2,040.30
Materials Testing Contract	\$ 3,290.00
Sitts & Hill Design Contract	\$ 37,005.00
Filterra Rain Garden Unit	\$10,135.40
TOTAL	\$61,825.70

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize Resolution No. ___ waiving competitive bidding for the purchase of a bio-retention filtration unit from Filterra®, the sole source supplier, and authorize the Mayor to execute the contract or purchase order necessary to purchase the filtration unit.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS FOR PURCHASE OF A BIO-RETENTION FILTRATION UNIT FOR THE MARITIME PIER PARKING PROJECT FROM FILTERRA®.

WHEREAS, the City of Gig Harbor will build a public parking lot on City right-of-way located at 3003 Harborview Drive as a part of its Maritime Pier Parking project (CPP1007); and

WHEREAS, the project design includes a bio-retention filtration unit as one of the storm water treatment facilities; and

WHEREAS, the bio-retention filtration unit is appropriate and necessary for the site due to the proximity of the bulkhead, as other options for low impact development storm water systems would allow storm water to saturate the soils negatively impacting the bulkhead; and

WHEREAS, Filterra®, a division of Americast, is the sole source supplier for this product; and

WHEREAS, the City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier; Now, therefore,

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

Section 1. Waiver of Competitive Bidding. As authorized by Section 2 of Resolution No. 593, competitive bidding is hereby waived for the purchase of the

Filtterra® bio-retention filtration unit to be installed during construction of the capital improvement project Maritime Pier Parking (CPP1007) as Filtterra® is the sole supplier of the product.

RESOLVED this _____ day of _____, 2011.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Sutherland Street and Prentice Avenue Street Vacation – Alvin and Renee Brown

Proposed Council Action:

Move to adopt the Resolution setting a public hearing for the vacation of a portion of Sutherland Street and Prentice Avenue.

Dept. Origin: Public Works

Prepared by: Willy Hendrickson, Engineering Technician *WH*

For Agenda of September 12, 2011

Exhibits: Resolution
Letter of Request
Legal Description and Survey
Location and Vicinity Maps
Checklist dated Sept. 12, 2011
Initial & Date

Concurred by Mayor: *CLH*
Approved by City Administrator: *POK*
Approved as to form by City Atty: Via email
Approved by Finance Director: N/A
Approved by Department Head: *sc 9/2/11*

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City received a letter from Thornton Surveying representing Mr. Alvin M. Brown and Renee A. Proctor-Brown, owner of 9416 Peacock Ave. NW, Gig Harbor WA (parcel no. 9815000041), petitioning the City to vacate a 32 foot wide portion of Sutherland Street and a 33 foot wide portion of Prentice Avenue in accordance with GHMC 12.14.002.

The Right-of-Way proposed for vacation along Sutherland Street and Prentice Ave. is situated in the Woodworth's Addition Plat recorded August 22, 1890. This portion of Sutherland Street and Prentice Ave. lies within a Non-User Statute area as described in GHMC 12.14.018C. All City departments have reviewed the proposed street vacation. No City utility easements will be required.

POLICY CONSIDERATIONS

Any policy considerations will be provided at the public hearing. In addition, a checklist for vacation of streets and alleys along with supporting documents and maps will also be provided at the public hearing.

FISCAL CONSIDERATION

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

Move to adopt the Resolution setting a public hearing for the vacation of a portion of Sutherland Street and Prentice Avenue.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SETTING A PUBLIC HEARING FOR THE VACATION OF A PORTION OF SUTHERLAND STREET AND PRENTICE AVENUE.

WHEREAS, Alvin M. Brown and Renee A. Proctor-Brown desire to initiate the procedure for the vacation of a portion of Sutherland Street and Prentice Avenue, a portion of the original plat of the Woodworth's Addition to Gig Harbor:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, October 10, 2011 at 5:30 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this 12th day of September, 2011.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK: 09/12/11
PASSED BY THE CITY COUNCIL: 09/12/11
RESOLUTION NO. _____



T H O R N T O N
L A N D S U R V E Y I N G , I N C .

8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

04 March, 2011

Mr. Willie Hendrickson
Engineering Technician
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of portion of Prentice Avenue (Chester Street) & Sutherland Street (White Street) right-of-way

Dear Mr. Hendrickson,

This letter serves as an official request to vacate a 33-foot wide strip of Prentice Avenue and 32-foot wide strip of Sutherland Street abutting my property at 9416 Peacock Hill Avenue NW in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "Woodworth's addition to gig harbor" in book 5 of plats at page 66 in Pierce County, Washington. These portions of Prentice Avenue & Sutherland Street abutting my property at parcel number 9815000041 have never been used as street, nor has it been constructed.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Prentice Avenue & Sutherland Street right-of-way's abutting my parcel has adversely, by operation of law, become mine legally since these right-of-way's were never opened nor used for their original purpose.

In light of this information, I wish to request those portions of the Prentice Avenue & Sutherland Street abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Prentice Avenue & Sutherland Street right-of-way's in relation to my parcel.

Thank you for your assistance.

Sincerely,

Renee Proctor-Brown

A handwritten signature in black ink that reads "Renee Proctor-Brown".

A handwritten signature in black ink that reads "Alvin".

Mark Brown

A handwritten signature in black ink that reads "Alvin Marcus Brown".



T H O R N T O N
LAND SURVEYING, INC.

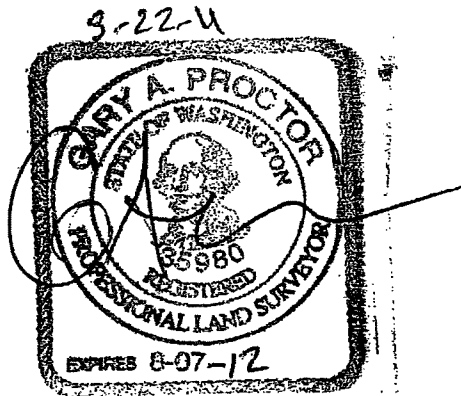
8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

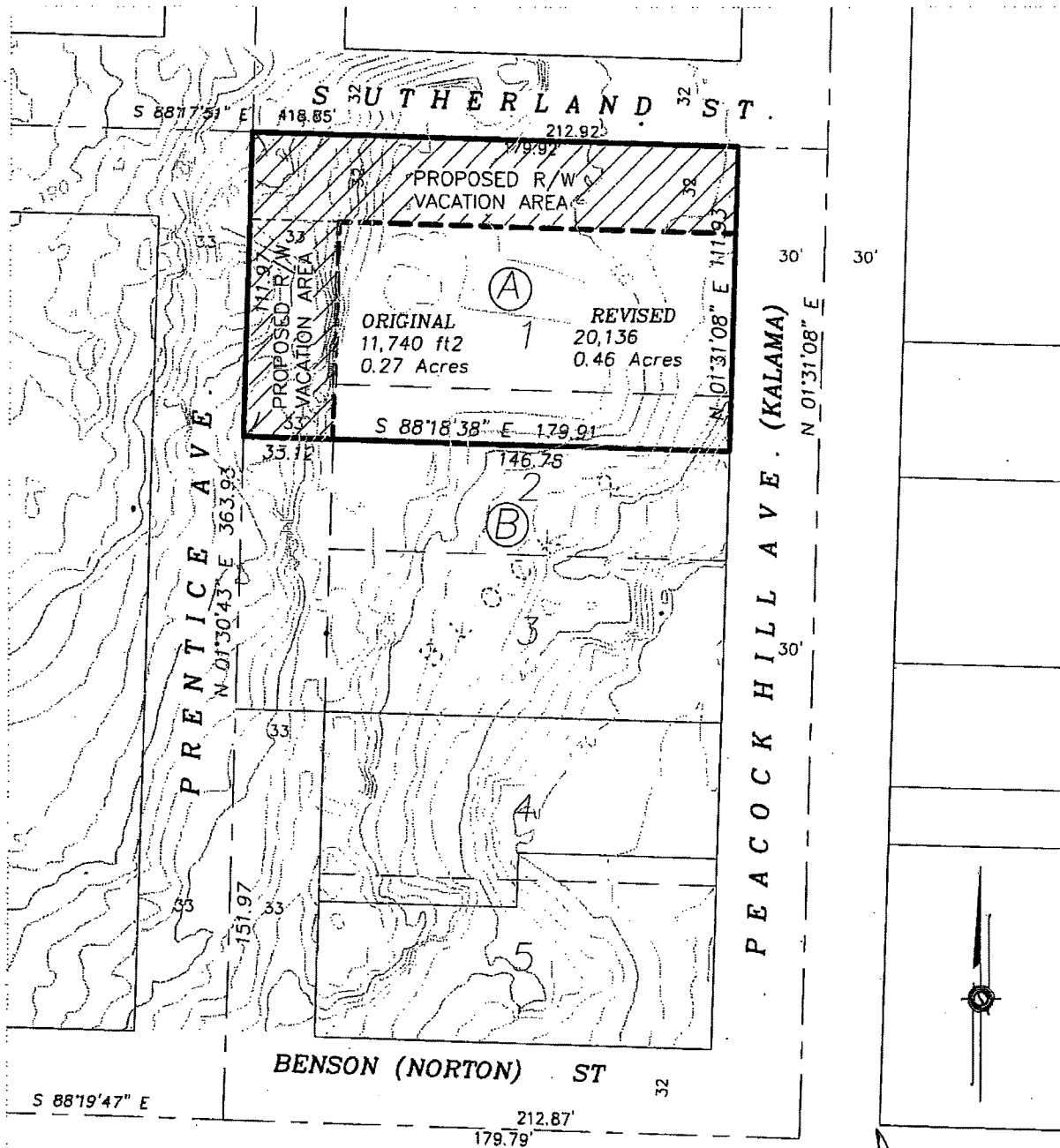
PROPOSED
LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO PROCTOR-BROWN ADJOINER FOLLOWING VACATION OF A PORTION OF PRENTICE AVENUE, AND A PORTION OF SUTHERLAND STREET, GIG HARBOR, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF SUTHERLAND STREET (FORMERLY WHITE STREET) PER THE PLAT OF WOODWORTHS ADDITION TO GIG HARBOR, RECORDED IN VOLUME 5 OF PLATS AT PAGE 66, UNDER AUDITOR'S FILE NUMBER 38968, RECORDS OF PIERCE COUNTY, WASHINGTON, ADJACENT TO AND ABUTTING LOT 1, BLOCK 2 OF SAID PLAT, EXTENDING TO THE CENTERLINE INTERSECTION OF SUTHERLAND STREET AND PRENTICE AVENUE PER SAID PLAT;

AND THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) PER SAID PLAT, LYING BETWEEN THE WESTERN EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 2, BLOCK 2 OF SAID PLAT AND THE SOUTH MARGIN OF SUTHERLAND STREET PER SAID PLAT.





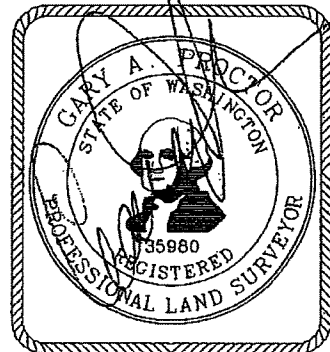
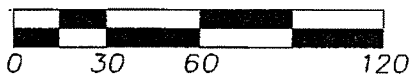
PARCEL/LOT INFORMATION:

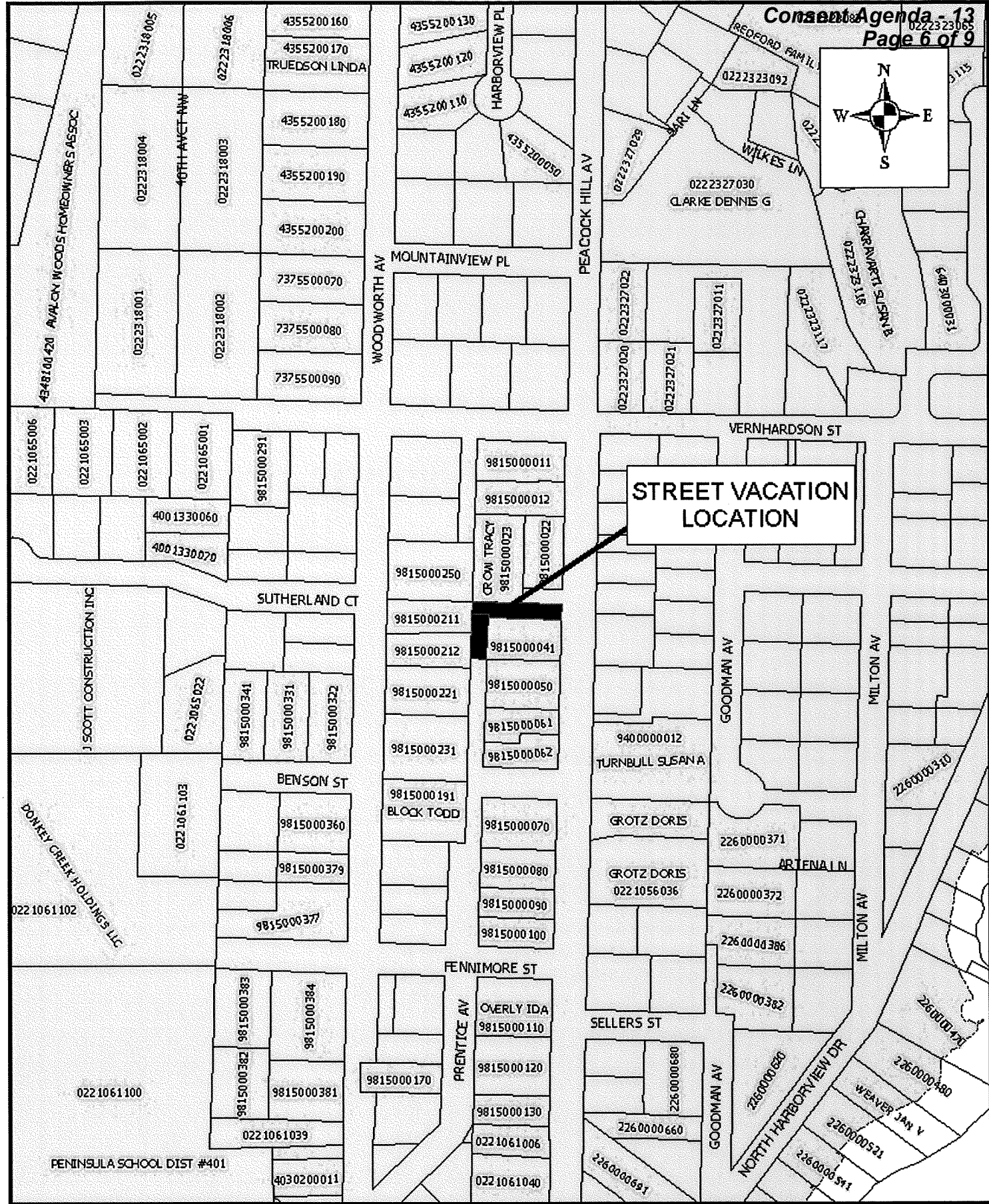
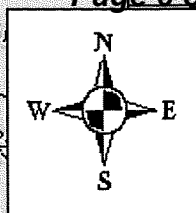
LOT	PARCEL NO.	ADDRESS	OWNER
A	9815000041	9416 PEACOCK HILL AVE	PROCTOR-BROWN
B	9815000050	9404 PEACOCK HILL AVE	PAGE

AREA OF STREET VACATION

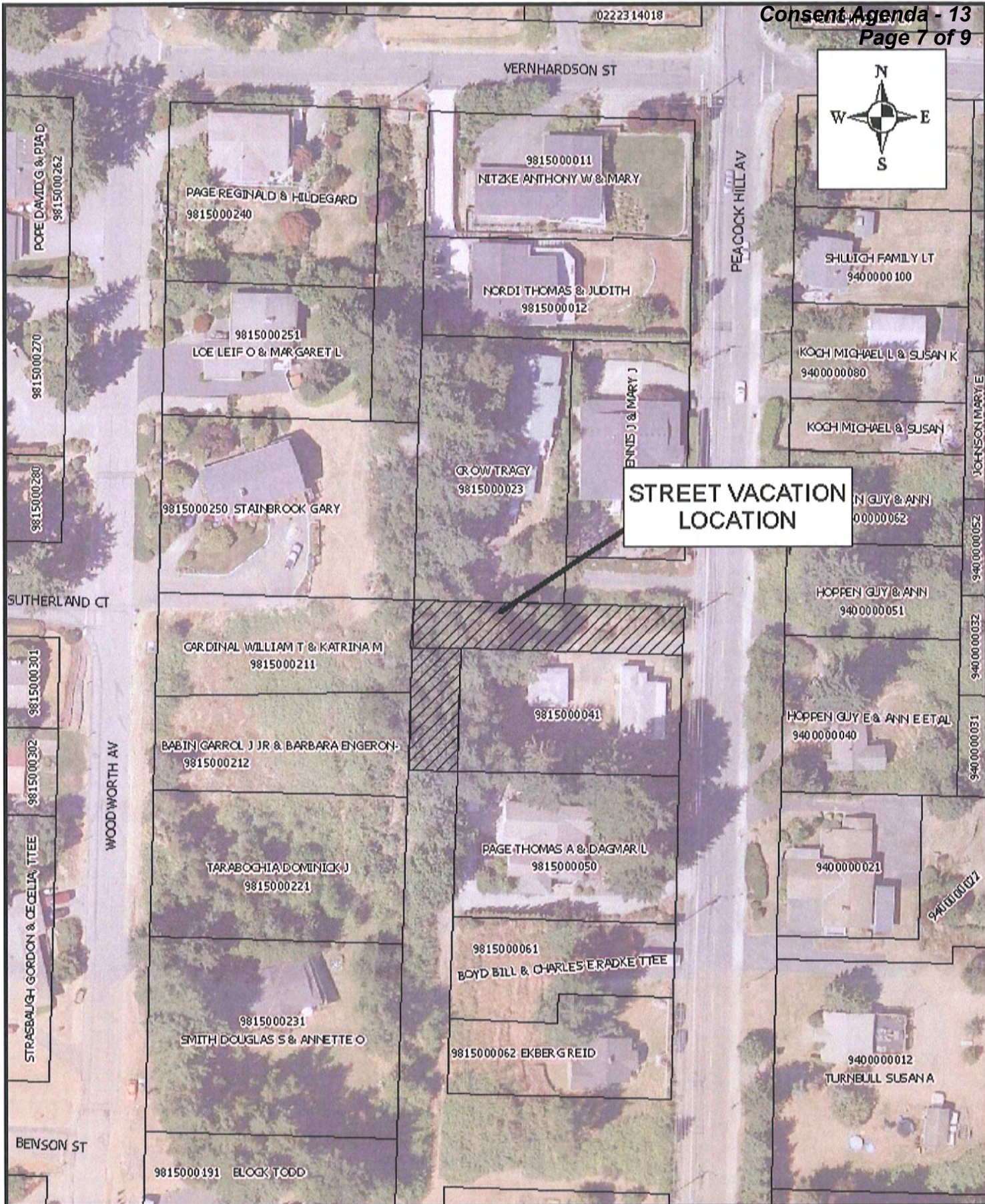
PRENTICE AVE 2,639 ft² SUTHERLAND ST 5,757 ft²

SCALE: 1"=60 FEET





SUTHERLAND STREET AND PRETICE AVENUE STREET VACATION VICINITY MAP



**STREET VACATION
LOCATION**

**SUTHERLAND STREET AND PRETICE AVENUE STREET VACATION
LOCATION MAP**



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: Alvin M. Brown and Renee A. Proctor-Brown Date: September 12, 2011

Site address: 9416 Peacock Ave. NW

Phone Number: 253 – 858 – 8106 (Thornton Land Surveying) Parcel Number: 9815000041

OWNER REQUIREMENTS

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)]. **Received**
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)]. **Received**
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)]. **Received**
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers. **Received**
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information. **Received**
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **N/A**
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **N/A**

CITY REVIEW

- Determine Non-user Statute application. **Qualifies as Non-user Statute**
- Verify all information provided in the petition, legal description, location map, and site map. **OK**
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. **Driveway access to property on Sutherland - Trees on Prentice**
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. **None**
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). **N/A**
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. **No easements required**
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. **None required**

**VACATION OF STREETS AND ALLEYS
GIG HARBOR MUNICIPAL CODE CHAPTER 12.14
PAGE 2**

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **Woodworth's Addition Plat recorded August 22, 1890**
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **N/A**
- Verify payment of pre-hearing \$150 fee and \$500 appraisal fee. **\$150 paid - receipt no. 0143450**
- Prepare aerial vicinity map. **Completed**
- Prepare Council Resolution. **Completed**
- Post notices of Public Hearing. **Upon approval of Resolution for Public Hearing Date**
- Determine hearing date. **October 10, 2011**
- Legal Review **Approved via email**



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Harborview Drive Street Vacation – View Point Development LLC.

Proposed Council Action:
Move to adopt the Resolution setting a public hearing for the vacation of a portion of Harborview Drive.

Dept. Origin: Public Works

Prepared by: Willy Hendrickson, Engineering Technician *WJH*

For Agenda of: September 12, 2011

Exhibits: Resolution
Letter of Request dated July 14, 2011
Legal Description and Survey dated March 10, 2011
Location and Vicinity Maps Checklist dated Sept. 12, 2011
Short Plat Requested Street Vacation

	Initial & Date
Concurred by Mayor:	<u> </u> <i>CLH</i>
Approved by City Administrator:	<u> </u> <i>PK</i>
Approved as to form by City Atty:	Via email
Approved by Finance Director:	<u> </u> <i>N/A</i>
Approved by Department Head:	<u> </u> <i>9/12/11</i>

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The City received a letter from Carl Halsan representing View Point Development LLC, the owner of vacant land (Parcel No. 2360000010) adjacent to 3810 Harborview Dr., petitioning the City to vacate a portion of Harborview Drive in accordance with GHMC 12.14.002.

The proposed Right-of-Way area does not contain any public utilities and will not require any City easements. If necessary, It will be the responsibility of the property owner to obtain any private utility easements and provide the City with a copy of any such easements for future record. The applicant needs this additional square footage in order to comply with the City’s Short Plat requirements. The attached exhibit depicts the proposed short plat configuration. The City’s Planning Dept. commented that the applicant will need to submit a new Short Plat Application. All other City depts. had no comments or conditions on the proposed street vacation.

FISCAL CONSIDERATION

The processing fee has been paid in accordance with GHMC 12.14.004 .

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION/MOTION

Move to adopt the Resolution setting a public hearing for the vacation of a portion of Harborview Drive.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SETTING A PUBLIC HEARING FOR THE VACATION OF A PORTION OF HARBORVIEW DRIVE.

WHEREAS, View Point Development LLC desires to initiate the procedure for the vacation of 6,849 square feet of Harborview Drive, originally created in the plat called Bay Ridge 1st Addition, recorded on October 15, 1963 Record of Plats in Pierce County, Washington (AFN 236000);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor City Hall on Monday, October 10th, 2011, at 5:30 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this 12th day of September, 2011.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK: 09/12/11
PASSED BY THE CITY COUNCIL: 09/12/11
RESOLUTION NO. _____

HALSAN FREY, L.L.C.
REAL ESTATE DEVELOPMENT & CONSULTING SERVICES

July 14, 2011

Willy Hendrickson
City of Gig Harbor
Public Works Department
3510 Grandview Street
Gig Harbor, WA 98335

RECEIVED
CITY OF GIG HARBOR
JUL 14 2011
COMMUNITY
DEVELOPMENT

**RE: PROPOSED ROAD VACATION
HARBORVIEW DRIVE**

Dear Public Works:

As agent for the property owner, View Point Development LLC, we are formally requesting the City vacate the excess portion of Harborview Drive adjacent to our client's property as shown on the attached exhibits. Through our due diligence work, city staff determined that the long-term right-of-way needs along this portion of Harborview calls for a half street right-of-way width of 35'. The existing right-of-way in this location is nearly double that at 70' just on my client's side of the road. We are asking the City to consider vacating this area back to my client. This vacation area totals about 6,850 square feet.

Approval of the vacation will add a larger, flatter portion of property to the site which will facilitate better building sites and result in an area for access requiring less steep driveways onto and off of Harborview Drive.

Please call me with any questions at (253) 307-1922 or email me carl@halsanfrey.com.

Sincerely,



Carl E. Halsan
Member

**EXHIBIT "A" – PAGE 1
VACATION DESCRIPTION**

A portion of Harborview Drive described as follows:

Beginning at the most Northerly Northeast corner of Lot 1 of Bay Ridge 1st Addition to Gig Harbor, Washington, according to the plat recorded in Book 25 of Plats at Page 41, in Gig Harbor, Washington, said corner being coincident with an angle point on the existing West right of way line of Harborview Drive and lying 65 feet from the centerline of said right of way; thence perpendicular to said centerline North 44°06'49" East, 30.00 feet to a point lying 35.00 feet from said centerline; thence 35.00 feet westerly of, when measured at right angles, and parallel to said centerline, 283.59 feet on the arc of a 374.30 foot radius non tangent curve to the right, whose central angle is 43°24'38" and chord bears South 24°10'52" East, 276.86 feet to a point on the East line of said Lot 1, being coincident with the existing West right of way line of Harborview Drive; thence on said East line of Lot 1 and existing West right of way line, North 26°01'21" West, 121.22 feet; thence continuing on said lines, 147.70 feet, on the arc of a 344.30 foot radius non-tangent curve to the left, whose central angle is 24°34'47" and chord bears North 33°35'48" West, 146.57 feet to the point of beginning. All lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, Pierce County, Washington, and containing 6,849 square feet, more or less.

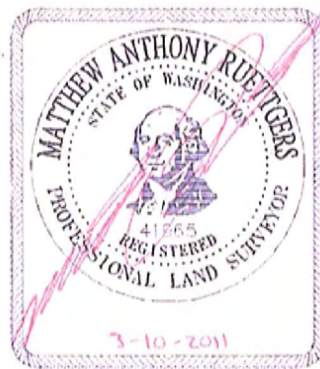
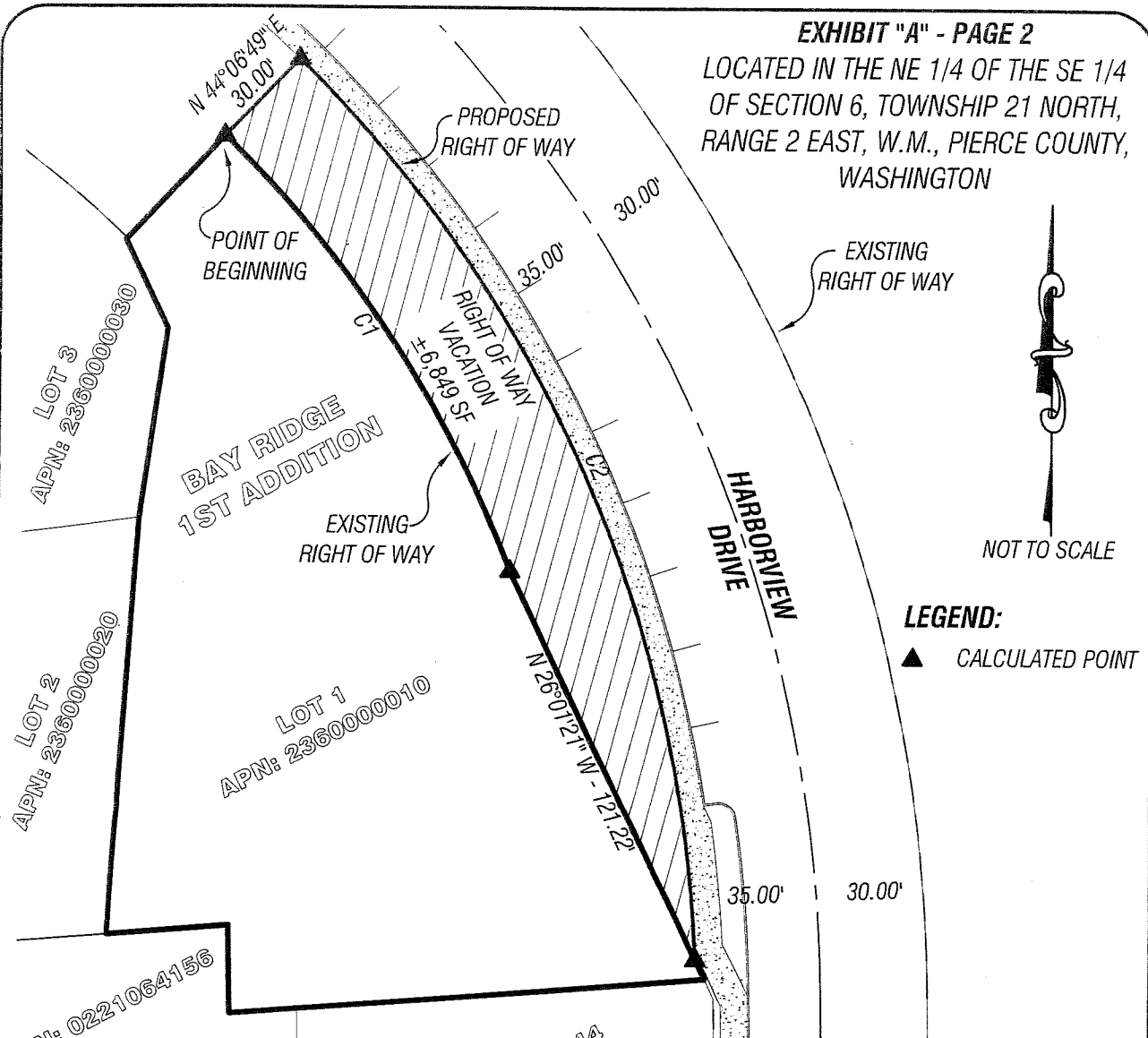


EXHIBIT "A" - PAGE 2
LOCATED IN THE NE 1/4 OF THE SE 1/4
OF SECTION 6, TOWNSHIP 21 NORTH,
RANGE 2 EAST, W.M., PIERCE COUNTY,
WASHINGTON

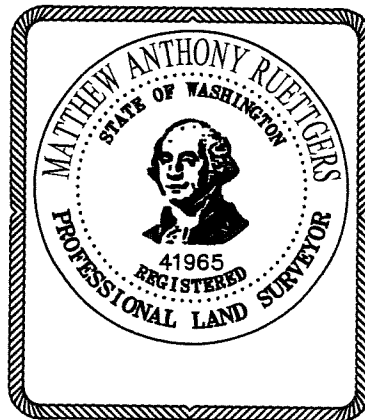


LEGEND:

▲ CALCULATED POINT

CURVE TABLE:

- C1 - D=24°34'47"
L=147.70'
R=344.30'
CH=N 33°35'48" W - 146.57'
- C2 - D=43°24'38"
L=283.59'
R=374.30'
CH=S 24°10'52" E - 276.86'



PacWest ENGINEERING, LLC
10209 Bridgeport Way SW, Suite C-1
Lakewood, WA 98499
Phone (253) 830-5960
Fax (253) 830-5999

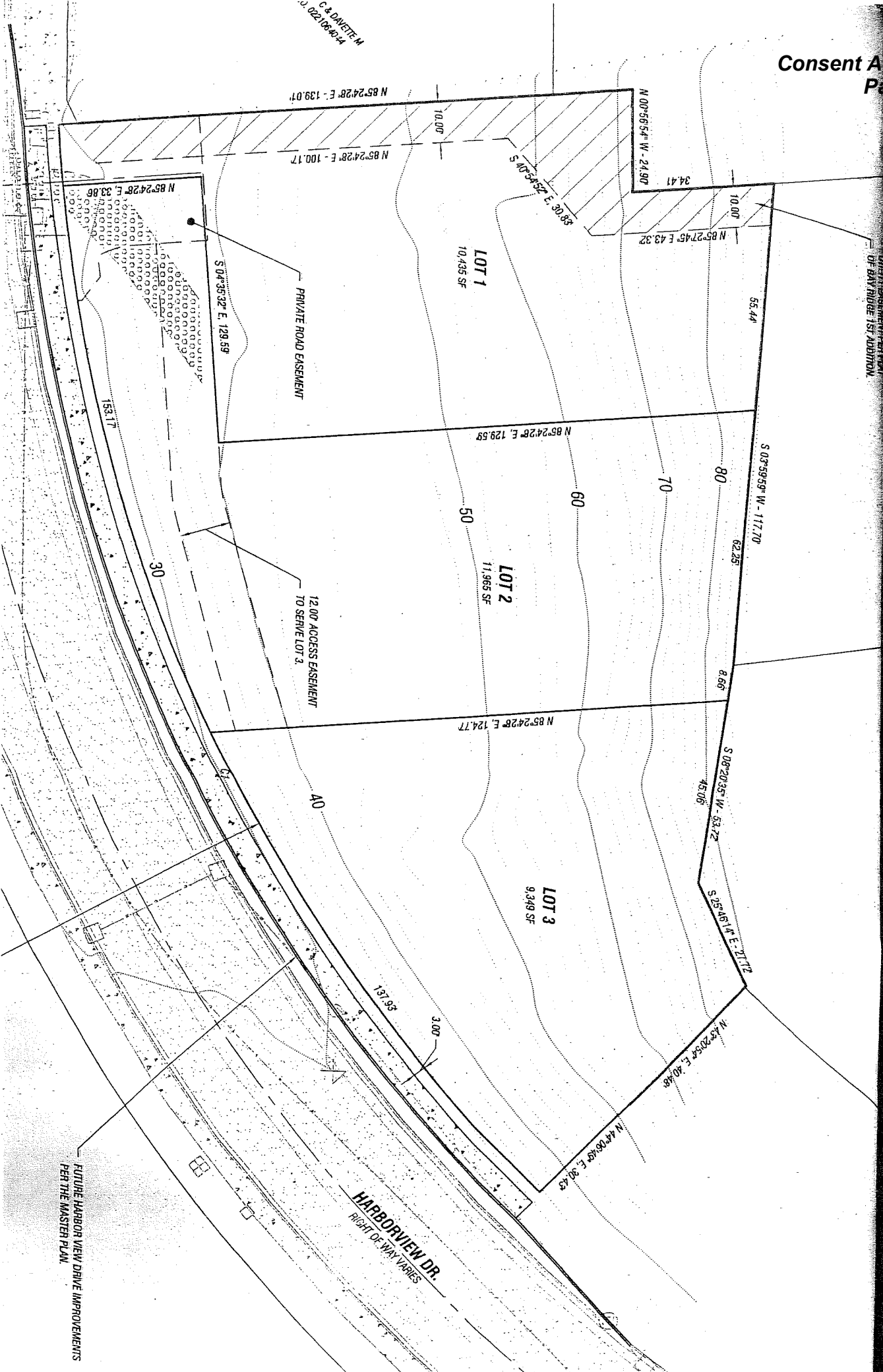
DWG: 06-578 ROW VAC.DWG

DATE: 3-10-2011

PROJECT: 06-578

RECEIVED
PLANNING DEPARTMENT
CITY OF GIG HARBOR
MAY 7 2011

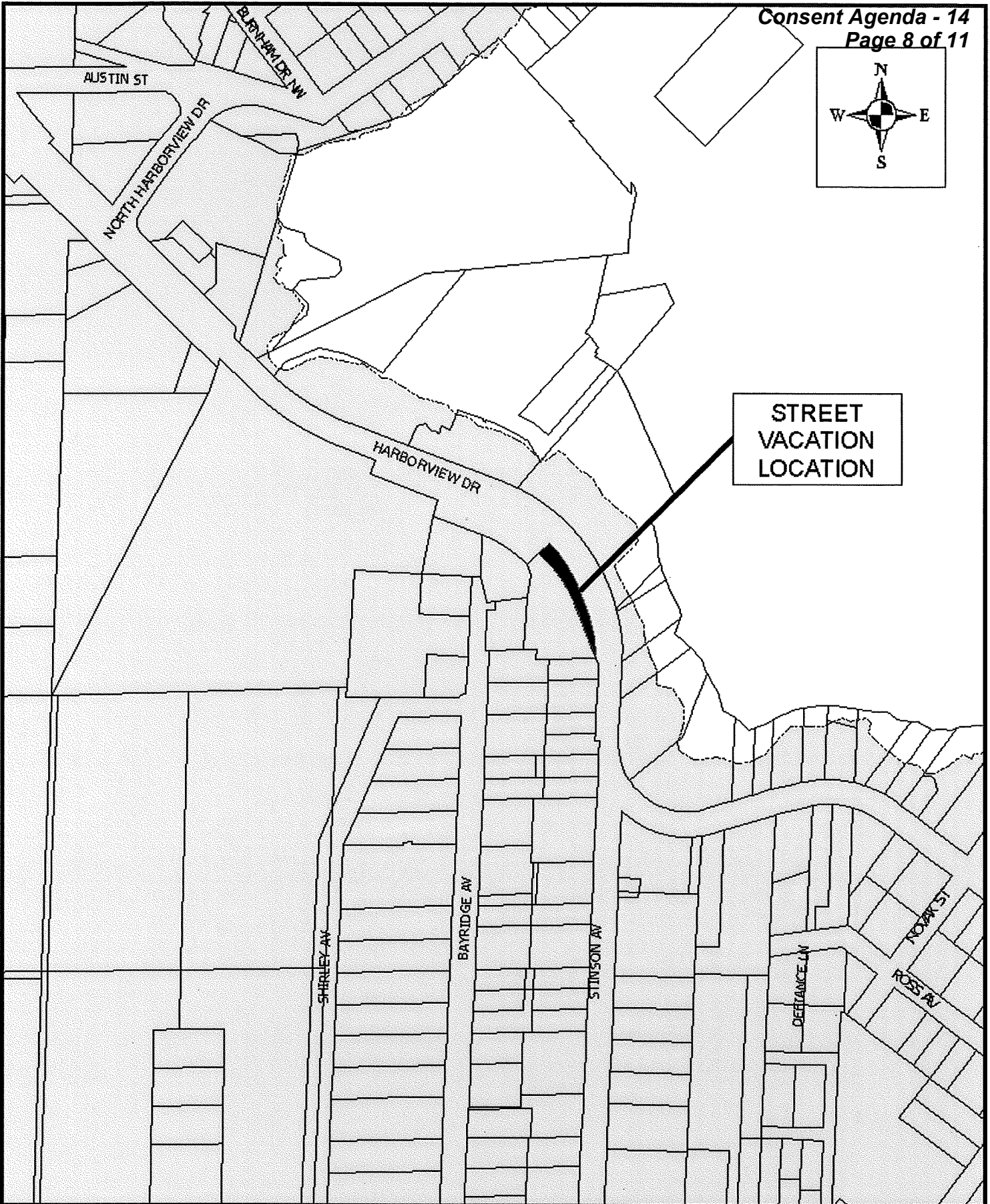
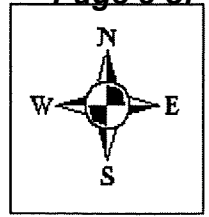
C. & DANETTE M
J. 02210640



OF BAY BRIDGE 1ST ALBERTON

FUTURE HARBOR VIEW DRIVE IMPROVEMENTS
PER THE MASTER PLAN

HARBORVIEW DR.
RIGHT OF WAY



VIEW POINT DEVELOPMENT STREET VACATION
VICINITY MAP

3815 HARBORVIEW DR
0221054099 JAM MARINE LLC



**STREET
VACATION
AREA**

2360000030
SKANSI NICK B & PATRICIA A
8415 BAYRIDGE AV

2360000020
VOIGT JOHN G & ALVERNAZ ANA

2360000010
VIEW POINT DEVELOPMENT LLC
XXX HARBORVIEW DR

JERKOVICH JOHN M & PATRICIA J
XXX BAYRIDGE AV 0221064156

0221064044
MOWERS SCOTT C & DAVETTE M
3810 HARBORVIEW DR

LEE JONATHAN O & SUE ANN J
8317 BAYRIDGE AV 0221064155

3808 HARBORVIEW DR
0221064037 CRANNY EAMONN

XXX HARBORVIEW
BLAIR ANDREW R

0221053121 NIKOLICH STEVEN J

HARBORVIEW DR

C ENETS HILTON KIN



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: View Point Development LLC Date: September 12, 2011

Site address: Adjacent to 3810 Harborview Drive

Phone Number: 253 – 307 – 1922 (Halsan Frey LLC) Parcel Number: 2360000010

OWNER REQUIREMENTS

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)]. **Received**
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)]. **Received**
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)]. **Received**
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers. **Received**
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information. **Received**
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **N/A**
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **N/A**

CITY REVIEW

- Determine Non-user Statute application. **Does not qualify as Non-user Statute**
- Verify all information provided in the petition, legal description, location map, and site map. **OK**
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. **Vegetated steep slope. Existing driveway access.**
- Verify existing utilities or call One Call Locate to determine what utilities are on the property. **None**
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). **Consistent with proposed future Harborview Drive Improvements**
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. **No easements required. No public use for area proposed.**
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. **Will not interfere with proposed future roadway improvements.**

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **Bayridge First Addition (AFN 236000) October 15, 1963**
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **To be determined**
- Verify payment of pre-hearing \$150 fee and \$500 appraisal fee. **\$150 paid - receipt no. 0142391**
- Prepare aerial vicinity map. **Completed**
- Prepare Council Resolution. **Completed**
- Post notices of Public Hearing. **Upon approval of Resolution for Public Hearing Date**
- Determine hearing date. **October 24, 2011**
- Legal Review **Approved via email**



**Business of the City Council
City of Gig Harbor, WA**

Subject: 2011 Water Main Improvement and Replacement Project –Contract Change Order

Proposed Council Action: Award and authorize the City Engineer to execute a Public Works Change Order with Wm. Dickson Co. in an amount not exceed \$156,384.34 for the award of Bid Schedule A of the 2011 Water Main Improvement and Replacement Project Contract Documents and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from Schedule A contract change orders.

Dept. Origin: Public Works/Engineering

Prepared by: Jeff Langhelm *AL*

For Agenda of: September 12, 2011

Exhibits: Contract Change Order and Bid Tab

	Initial & Date
Concurred by Mayor:	<u>CLH</u>
Approved by City Administrator:	<u>RJK</u>
Approved as to form by City Atty:	<u>VIA EMAIL 7/18/2011</u>
Approved by Finance Director:	<u>9/6</u>
Approved by Department Head:	<u>9/6/2011</u>

Expenditure Required	\$ 166,384.34	Amount Budgeted	\$ 1,110,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

On June 27, 2011 the City Council awarded a Public Works Contract for the 2011 Water Main Improvement and Replacement Project to Wm. Dickson Co. in the amount of \$850,997.84 for Bid Schedules B, C, D, and E of the Contract Documents. This Contract excluded Bid Schedule A because the City had not received a necessary permit from Tacoma Public Utilities (TPU) to proceed with work in Schedule A (TPU right of way work between Soundview Drive and Shurgard Tank). The City has diligently pursued this necessary permit since February 2011 and was told by TPU the permit would be issued by June 2011. The City received the necessary permit from TPU in September 2011.

The City's 2011 Budget for this Project has sufficient funds to construct the work in Bid Schedule A as shown below and the Contractor is willing to honor their original bid price for the work in Bid Schedule A. Therefore staff has proposed a change order in the amount of Bid Schedule A (\$156,384.34) to award the work along with the original Contract. The scope of work and time for completion identified in the Contract Documents for Schedule A remain unchanged.

FISCAL CONSIDERATION

The 2011 City of Gig Harbor Budget includes funding for this work in the Water Division - Capital budget. The budget summary for this item is provided in the table below:


2011 Budget for Water Division - Capital, Objective No. 5 and 6	\$ 1,110,000
Anticipated 2011 Expenses:	
Schedule A – TPU ROW Water Main (Change Order)	(\$ 156,384.34)
Schedule B – AC Water Mains (Awarded June 2011)	(\$ 643,926.09)
Schedule C – Pioneer Way - Sta 0+81 to Sta 2+60 (Awarded June 2011)	(\$ 46,427.72)
Schedule D – Pioneer Way – Sta 4+50 to End (Awarded June 2011)	(\$ 75,325.64)
Schedule E – Butler Drive – Sta 0+00 to End (Awarded June 2011)	(\$ 85,318.39)
Change Order Authority for Public Works Contract-Schedule B, C, D, & E (Awarded June 2011)	(\$ 40,000.00)
Change Order Authority for Public Works Contract-Schedule A	(\$ 10,000.00)
Topographic Survey Contract with Sitts & Hill (Awarded February 2011)	(\$ 27,574.00)
Remaining 2011 Budget =	\$ 19,043.82

BOARD OR COMMITTEE RECOMMENDATION

This contract work was based on recommendations provided in the City's Water System Plan and the adopted 2011 Budget adopted by City Council. This contract work was not based on a separate board or committee recommendation.

RECOMMENDATION/MOTION

Award and authorize the City Engineer to execute a Public Works Change Order with Wm. Dickson Co. in an amount not exceed \$156,384.34 for the award of Bid Schedule A of the 2011 Water Main Improvement and Replacement Project Contract Documents and authorize the City Engineer to approve additional expenditures up to \$10,000 to cover any cost increases that may result from Schedule A contract change orders.

Date: 7/25/2011	 <p>City of Gig Harbor Public Works Department Change Order Form</p>	CO Page 1 of 1
--------------------	---	----------------------

<input checked="" type="checkbox"/> Order by Engineer under terms of Section 1-04.4 of Standard Specifications <input type="checkbox"/> Change Proposed by Contractor	Project No.: <u>CWP-1101</u> Project Name: <u>2011 Water Main Improvement Proj</u> Contractor Name: <u>Wm. Dickson Co.</u> Contractor Address: <u>3315 South Pine Street</u> <u>Tacoma, WA 98409</u>
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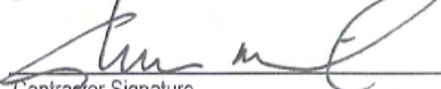
When this Change Order has been approved by the City Engineer, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications of the project contract. This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description. All work, materials, and measurements shall be in accordance with the provisions of the Standard Specifications, the Special Provisions, or as provided by this Change Order for the type of construction involved.

Description of Changes	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
Award of Bid Schedule A The City awarded the Public Works Contract for this Project on June 28. This Contract excluded Bid Schedule A because the City had not received a necessary permit to proceed with work in Schedule A. At this time the City has now received the necessary permit. Therefore the City and the Contractor agree to perform the work in Schedule A at the original amount provided in the bid schedule. The scope of work and time for completion identified in the Contract Documents for Schedule A remain unchanged.	1		\$144,266.00		\$144,266.00
Sub-total =				\$0.00	\$144,266.00
Tax Rate = 8.4%				Tax =	\$12,118.34
Totals =				\$0.00	\$156,384.34

Original Contract Amount \$850,997.84	Total Changes by Previous Change Orders \$0.00	Total Amount of this Change Order \$156,384.34	Adjust Contract Amount Including this Change Order \$1,007,382.18
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This Change Order revises the time for substantial completion by:
 _____ working day increase. _____ working day decrease. no change in working days.

By accepting this Change Order, or by failing to follow the procedures of this Section 1-04.5 and Section 1-09.11 of Standard Specifications, the Contractor attests that the Contract adjustment for time and money as provided herein is adequate, and constitutes compensation in full for all costs, claims, mark-up, and expenses, direct or indirect, attributable to this or any other prior Change Order(s). Contractor further attests that the equitable adjustment provided herein constitutes compensation in full for any and all delays, acceleration, or loss of efficiency encountered by Contractor in the performance of the Work through the date of this Change Order, and for the performance of any prior Change Order by or before the date of substantial completion. All other items, conditions and obligations of the contract shall remain in full force and effect except as expressly modified herein, in writing, by this Change Order.

ACCEPTED: 
 Contractor Signature

July 25, 2011
 Date

 Surety Signature, when required

 Date

APPROVED: Steve Misiurak, PE, City Engineer

 Date

BID PROPOSAL

2011 Water Main Improvement and Replacement Project
CWP-1101

The undersigned bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit price(s) and/or lump sum price indicated for the Work as set forth in the bid below:

(Note: Show prices in figures only. Prices for all items, all extensions and the total amount of bid must be shown for each bid schedule included.)

Schedule A- TPU ROW WATER MAIN (Additive Bid)

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED AMOUNT
A-1	Mobilization/Demobilization	LS	1	\$ 33,038 ⁰⁰	\$ 33,038 ⁰⁰
A-2	Maintenance Bond	LS	1	\$ 450 ⁰⁰	\$ 450 ⁰⁰
A-3	Construction Surveying	LS	1	\$ 2740 ⁰⁰	\$ 2740 ⁰⁰
A-4	Project Temporary Traffic Control	LS	1	\$ 1837 ⁰⁰	\$ 1837 ⁰⁰
A-5	Clearing and Grubbing	LS	1	\$ 3575 ⁰⁰	\$ 3575 ⁰⁰
A-6	Removal of Structures and Obstructions	LS	1	\$ 2544 ⁰⁰	\$ 2544 ⁰⁰
A-7	Shoring or Extra Excavation Class B	SY	1,290	\$ 0.20	\$ 258 ⁰⁰
A-8	Erosion/Water Pollution Control	LS	1	\$ 1795 ⁰⁰	\$ 1795 ⁰⁰
A-9	Connection to Existing Water Main	EA	2	\$ 3230	\$ 6460 ⁰⁰
A-10	Class 52 DI Pipe for Water Main, 8-in. Diam.	LF	10	\$ 208 ⁵⁰	\$ 2085 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED AMOUNT
A-11	Class 52 DI Pipe for Water Main, 12-In. Diam.	LF	20	\$ 281 ⁵⁰	\$ 5,630 ⁰⁰
A-12	PVC Pipe for Water Main, 12 In.- Diam.	LF	1,260	\$ 40 ³⁰	\$ 50,778 ⁰⁰
A-14	Gate Valve, 10-In. Diam.	EA	2	\$ 2029 ⁰⁰	\$ 4,049 ⁰⁰
A-15	Gate Valve, 12-In. Diam.	EA	5	\$ 2074 ⁰⁰	\$ 10,370 ⁰⁰
A-16	Blow-Off Assembly, 2-In. Diam.	EA	1	\$ 1555 ⁰⁰	\$ 1,555 ⁰⁰
A-17	Combination Air Release/Air Vacuum Valve Assembly, 2- In. Diam.	EA	1	\$ 3028 ⁰⁰	\$ 3028 ⁰⁰
A-25	Crushed Surfacing Top Course (CSTC)	Ton	15	\$ 14 ⁰⁰	\$ 210 ⁰⁰
A-26	Crushed Surfacing Base Course (CSBC)	Ton	50	\$ 16 ⁰⁰	\$ 800 ⁰⁰
A-27	HMA for Pavement Repair Cl. ½ Inch, PG 64-22	Ton	2.0	\$ 292 ⁰⁰	\$ 584 ⁰⁰
A-29	Pavement Markings	LS	1	\$ 275 ⁰⁰	\$ 275 ⁰⁰
A-30	Roadside Restoration	LS	1	\$ 1014 ⁰⁰	\$ 1014 ⁰⁰
A-31	Landscaping	LS	1	\$ 1014 ⁰⁰	\$ 1014 ⁰⁰
A-32	Topsoil Type B	SY	250	\$ 6. ⁶⁰	\$ 1650 ⁰⁰
A-33	Seeding, Fertilizing and Mulching	SY	480	\$ 1. ¹⁰	\$ 528 ⁰⁰
A-34	Force Account	FA	1	\$8,000.00	\$8,000.00

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	EXTENDED AMOUNT
	Subtotal Amount for Schedule A			\$	144,266 ⁰⁰
	Anticipated Washington State Sales Tax Amount at 8.4%			\$	12,118 ³⁴
	Total Gross Amount for Schedule A, including WSST			\$	156,384 ³⁴

Write out Total Gross Amount of Schedule A in words:

ONE HUNDRED FIFTY SIX THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS & THIRTY FOUR CENTS

FIRM NAME: Wm. Dickson Co.



Business of the City Council
City of Gig Harbor, WA

Subject: Maritime Pier Parking Project – Construction Contract Award and Materials Testing Award

Proposed Council Action: Award and authorize the Mayor to execute a Public Works Contract with RV Associates, Inc. in an amount not to exceed \$264,482.99, including sales tax, for site improvements and a parking area.

Award and authorize the Mayor to execute a Public Works Contract with Construction Testing Laboratories, Inc. in an amount not exceed \$3,290.00, including sales tax, for material testing.

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *MMG*
Project Engineer

For Agenda of: September 12, 2011

Exhibits: Public Works Contract and Materials Testing Contract

Initial & Date

Concurred by Mayor: *CLH 9/8/11*
Approved by City Administrator: *RJK 9/8/11*
Approved as to form by City Atty: *Via email 9/8/11*
Approved by Finance Director: *DP 9/8/11*
Approved by Department Head: *AB 11*

Expenditure Required	\$267,772.99	Amount Budgeted	\$258,000.00	Appropriation Required	See Fiscal Note Below
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INFORMATION/BACKGROUND

The City recently purchased the water front property located at the north end of Soundview Drive where the Stutz fueling dock previously operated. The City has a goal of using the property for a maritime pier and generally improving the site for public benefit as well as preserving the historic maritime industry of the harbor. This Public Works Contract provides for the site improvements and construction of a public parking area.

The work to complete the site improvements and parking area construction involve placement of aggregates, concrete and asphalt. Material testing services are required as part of the materials verification for project construction. Construction Testing Laboratories, Inc. (CTL) will provide the required special testing and inspection services to include moisture density, in-place density and concrete compressive test cylinders.

The Maritime Pier Project was bid using the City's Small Works bidding process. The most recent Engineer's Opinion of Probable Cost was \$267,223.67. A total of seven bid proposals were received by the City of Gig Harbor on September 7, 2011. Bid results from each bidder are summarized below showing total bid amounts and in detail on the attached bid tabulation table.

Because the most recent cost estimate was above the project budget, staff prepared the contract documents to include one base bid schedule and two additive bid schedules for bid items that could be provided at a later time (Sch. B – Plantings and Sch. C – Irrigation System). However, due to the relatively low price for the additional bid schedules provided by the low bidder as shown in the bid tabulation, Staff recommends awarding these two additive bid items along with the base bid.

Council Memo: Maritime Pier Parking Project
September 12, 2011

BIDDER	TOTAL BID AMOUNT
1. RV Associates, Inc.	\$ 264,482.99
2. Star Construction	\$ 284,008.09
3. Harlow Construction	\$ 286,861.09
4. Tucci & Sons, Inc.	\$ 306,119.43
6. JBD Excavation Co.	\$ 383,766.35

In accordance with RCW 39.04.350 Mandatory Bidder Responsibility Criteria, the city reviewed the lowest responsible bid submitted by RV Associates, Inc. and determined that they complied with the listed criteria.

RV Associates, Inc., in the opinion of the City, is qualified to perform the work contained in this construction project.

FISCAL CONSIDERATION

The 2011 City of Gig Harbor Budget includes funding for this work in the Parks Development Division. The budget summary for this item is provided in the table below:

2011 Budget for Parks Development Division, Objective No.2	\$258,000
2011 Expenses:	
Maritime Pier Parking Project Contract	\$ 264,482.99
Permitting	\$ 9,355.00
Environmental	\$ 2,040.30
Filtterra unit	\$ 10,135.40
Materials Testing Contract	\$ 3,290.00
Sitts & Hill Design Contract	\$ 37,005.00
Total	\$326,308.69
Amount Under/(Over) Budget=	(\$68,308.69)

As shown above, the low bid for construction will bring the total project cost \$68,308.69 over budget. The projected 2011 ending fund balance for the Park Development Fund is currently \$339,816, which is more than sufficient for a capital fund of this size. Staff recommends utilizing a portion (\$68,308.69) of the Park Development Fund's 2011 ending balance to fund the balance of this project. After allocating \$68,308.69 from the fund balance to this project, the remaining estimated 2011 ending balance of the Park Development Fund will be \$270,691.31, which is still more than sufficient for a fund with a total of approximately \$1.5 million in expenditures in 2011.

BOARD OR COMMITTEE RECOMMENDATION

Construction of a Maritime Pier has been discussed by the Parks Commission and the Operations & Public Projects Committee since 2007. The proposed plan was presented to the Operations & Public Projects Committee in January 2011.

RECOMMENDATION/MOTION

Award and authorize the Mayor to execute a Public Works Contract with RV Associates, Inc. in an amount not to exceed \$264,482.99, including sales tax, for site improvements and a parking area. Award and authorize the Mayor to execute a Public Works Contract with Construction Testing Laboratories, Inc. in an amount not exceed \$3,290.00, including sales tax, for material testing.

CITY OF GIG HARBOR PUBLIC WORKS CONTRACT

MARITIME PIER PARKING PROJECT
CPP-1007

THIS AGREEMENT, made and entered into, this ____ day of _____, 201_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and RV Associates, Inc., organized under the laws of the State of Washington, located and doing business at, 1333 Lloyd Parkway, Port Orchard, WA 98367, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of construction of the Maritime Pier Parking area, including grading, utilities, asphalt paving, sidewalks and curbs and concrete bulkhead to support a future timber pier, including the two (2) additive bid items consisting of the plantings and irrigation system and other work, all in accordance with the attached Contract Documents called "Maritime Pier Parking Project, CPP-1007", the City of Gig Harbor Public Works Standards (most current version), these Special Provisions, and the Standard Specifications (most current version and as amended) which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Two Hundred Sixty-Four Thousand Four Hundred Eighty-Two Dollars and Ninety-Nine Cents (\$264,482.99), including sales tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be issued by the Contracting Agency and the Contractor agrees to commence work in accordance with Section 1-08.4 of the Special Provisions. Contract time shall begin on the first "working day" following the date of the Notice to Proceed. Work shall be physically completed within the time established in accordance with Section 1-08.5 of the Special Provisions.
2. The Contractor agrees to pay the City calculated liquidated damages for failure to complete the physical work of the Contract on time for each and every calendar day in which work remains uncompleted as liquidated damages in accordance with the Standard Specification 1-08.9 and as revised and supplemented by the Special Provisions.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal

Construction," including the American Public Works Association (APWA) General Special Provisions.

- 5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 City of Gig Harbor
 Date:

 Print Name: _____
 Print Title: _____
 Date: _____

ATTEST:

 City Clerk

APPROVED FOR FORM:

 City Attorney

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSTRUCTION TESTING LABORATORIES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Construction Testing Laboratories, Inc., a Corporation organized under the laws of the State of Washington located and doing business at 400 Valley Avenue NE, Suite 102, Puyallup, WA 98372 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Maritime Pier Parking Project, CPP-1007 and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 4, 2011, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Thousand Two Hundred Ninety Dollars and No Cents (\$3,290.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A – Scope of Work**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Estimated Cost**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 30, 2011; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data

within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done

at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Construction Testing Laboratories, Inc.
ATTN: Dennis Smith, Operations Manager
400 Valley Avenue NE
Puyallup, WA 98372
(253) 383-8778

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22nd day of August, 2011.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Construction Testing Laboratories

August 04, 2011

City of Gig Harbor
3003 Harborview Drive
Gig Harbor, WA 98335

Attn: Mr. Marcos R. McGraw

REF: **Maritime Pier Parking**
Special Inspection & Testing Services

Dear Mr. McGraw,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

CONCRETE/REINFORCING STEEL/ MASONRY

- Inspection, sampling & cylinder pick-up..... \$ 49.00/hr
- COMPRESSIVE STRENGTH TESTS:**
- Concrete, mortar and grout..... \$ 19.00/ea
- Masonry Composite Prism..... \$ 75.00/ea
- Flexural Strength Concrete Beam (C-293)..... \$ 65.00/ea

SOILS:

- Soil Technician (Inspector)..... \$ 52.00/hr
- In-Place Density Tests..... NO CHARGE
- Maximum Density-Optimum Moisture Determination Analysis..... \$ 175.00/ea
- Sieve Analysis (Coarse & Fine Washed / C-117, C-136)..... \$ 150.00/ea
- Sand Equivalent (D-2419)..... \$ 85.00/ea

ASPHALTIC CONCRETE:

- Asphalt Technician (Inspector)..... \$ 52.00/hr
- In-Place Density Tests (Nuclear)..... NO CHARGE
- Extraction-Gradation Tests (C-117)..... \$ 225.00/ea
- Maximum Theoretical Density (Rice)..... \$ 110.00/ea

STRUCTURAL STEEL & METALS

- Epoxy Bolt/Dowel Inspection..... \$ 49.00/hr

MILEAGE:

- Mileage..... NO CHARGE



Construction Testing Laboratories

Consent Agenda - 16
400 Valley Avenue NE
Page 13 of 13
Puyallup, WA 98372

253-383-8778
fax 253-770-8232
www.ctlwa.com

August 04, 2011

REF: **Maritime Pier Parking**
Special Inspection & Testing Services

ESTIMATED TOTAL COST:		
TYPE OF INSPECTION & TESTING	ESTIMATED COST	
Reinforced Concrete		
Approximately 21 hours testing and inspection @ 49 ⁰⁰ /hr	\$	1,029.00
Approximately 20 each concrete test cylinders @ 19 ⁰⁰ /hr	\$	380.00
ESTIMATED CONCRETE COSTS:	\$	1,409.00
Soils		
Approximately 15 hours compaction testing and inspection @ 52 ⁰⁰ /hr	\$	780.00
Approximately 2 each proctor curves @ 175 ⁰⁰ /ea	\$	350.00
ESTIMATED SOILS COSTS:	\$	1,130.00
HMA		
Approximately 8 hours compaction testing and inspection @ 52 ⁰⁰ /hr	\$	416.00
Approximately 1 each extraction/gradation @ 225 ⁰⁰ /ea	\$	225.00
Approximately 1 each rice value @ 110 ⁰⁰ /ea	\$	110.00
ESTIMATED HMA COSTS:	\$	751.00
ESTIMATED TOTAL COST:	\$	3,290.00

Our estimated total cost to provide our services is \$3,290.00. The actual cost will vary as our costs are directly dependent upon the contractor's schedule and performance.

ADMINISTRATIVE:

All project management, clerical, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

BASIS OF CHARGES:

Three-hour minimum for inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.) Monday through Friday will be charge at 1.5 times the standards rate. Double time for Sundays and Holidays. Four-hour minimum for Weekends and Holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hours notice is required to schedule technician(s). Rush Laboratory Testing will be billed at 1½ times the applicable standard rate.

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)

Dennis Smith

Operations Manager
e-mail: denniss@ctlwa.com
cell # 253-732-7575
DMS / km



Subject: Resolution – Rejecting bid from CMC Development, Inc. for Maritime Pier Parking Project (CPP-1007)

Proposed Council Action: Adopt the Resolution rejecting a single bid from CMC Development, Inc. received by the City for the Maritime Pier Parking Project (CPP-1007).

Dept. Origin: Public Works/Engineering

Prepared by: Marcos McGraw *mem*
Project Engineer

For Agenda of: September 12, 2011

Exhibits: Resolution

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	_____
Approved as to form by City Atty:	<i>email 9/8/11</i> _____
Approved by Finance Director:	<i>9/9/11</i> _____
Approved by Department Head:	<i>9/12/11</i> _____

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

On September 7, 2011, the City opened bids for the Maritime Pier Parking Project. The bid received from CMC Development, Inc., was reviewed and determined to be nonresponsive due to several irregularities, including differences and conflicting information on the Bid Proposal. RCW 35.23.352 authorizes the City to reject such a bid by resolution.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt the Resolution rejecting a single bid from CMC Development, Inc. received by the City for the Maritime Pier Parking Project (CPP-1007).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REJECTING BID FROM CMC DEVELOPMENT, INC. RECEIVED BY THE CITY ON THE MARITIME PIER PARKING PROJECT, #CPP 1007.

WHEREAS, the City of Gig Harbor recently opened bids on the project commonly known as the Maritime Pier Parking Project (CSP 0823); and

WHEREAS, due to irregularities in the bid received from CMC Development, Inc., including the, including differences and conflicting information on the Bid Proposal, the City desires to exercise its right to reject the bid in accordance with the City's reservation of right to reject any or all bids as set forth in its Invitation to Bidders and as authorized under RCW 35.23.352; Now, therefore,

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

Section 1. Rejection of Bid. The bid received by the City of Gig Harbor from CMC Development, Inc. on the Maritime Pier Parking Project (CPP 1007) is hereby rejected, and the bid deposit shall be returned to the bidder.

RESOLVED this _____ day of _____, 2011.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____



Subject: Resolution authorizing a Development Agreement for phased development with Chapel Hill Presbyterian Church.

Proposed Council Action: Deny the proposed Development Agreement; or , Pass Resolution No. ____ approving the Development Agreement with Chapel Hill Presbyterian Church (PL-DEV 10-0003) with the proposed conditions.

Dept. Origin: Planning Department

Prepared by: Kristin Moerler, Associate Planner

For Agenda of: September 12, 2011 *Kim*

Exhibits: Applicant letter dated September 6, 2011, Applicant letter dated August 28, 2011, Emails (3) from neighbors, Resolution, and Development Agreement with Exhibits

Concurred by Mayor:

Initial & Date

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CCM

-

by email

NA

TD 9/7/11

Expenditure	Amount	Appropriation
Required	Budgeted	Required
0	0	0

INFORMATION/BACKGROUND

The proposed development agreement is to allow Chapel Hill Church (the Developer) to extend the approval of the proposed Chapel Hill Westside Expansion improvements for a duration of seven (7) years. The public hearing on this development agreement was held on July 26, 2011. The discussion following the public testimony focused on the issue of vesting the project to old wetland regulations and impacts to the adjacent Harbor Heights residents. The applicant was asked to respond to the concerns raised by some council members regarding the vesting of the project to the 1996 wetland regulations. The Council also directed staff to facilitate a neighborhood meeting to discuss the project and potential changes to the project to alleviate impacts to the adjacent neighborhood.

The applicant has responded to the wetland (critical area) vesting in the attached letter. The applicant has not proposed to meet current regulations as suggested at the public hearing. To implement the current required buffers, the church would have to remove the proposed prayer garden and most if not all the handicap parking located adjacent to the existing church. The applicant has provided a complete response to this issue in the letter dated September 6, 2011.

The applicant, staff and neighbors met on August 23, 2011 to discuss the project, concerns and potential mitigating conditions that might be implemented. Following that meeting the Church prepared the attached letter dated August 28, 2011. The letter indicates 10 additional conditions that the church is willing to implement in exchange for the additional time to construct the proposed improvements. The applicant's response was forwarded to the neighbors who attended the meeting so that they could respond to the proposed conditions. Three responses were received in time to include with this report. The neighbor's comments are provided in the order they were received from the Karlinseys, Wards and O'Briens. In summary, the neighbors are asking for modifications to the conditions proposed by the Church.

It is anticipated that the Church will respond to the requested modifications at the Council meeting.

Should the City Council want to incorporate the conditions proposed by the Church, the conditions will need to be incorporated into the development agreement and reviewed by the City Attorney before the City can sign the final development agreement. The applicant has requested to discuss the proposal with the Council prior to revising the agreement given the costs that would be incurred in amending that document.

FISCAL CONSIDERATION

There are no fiscal considerations associated with this proposal.

BOARD OR COMMITTEE RECOMMENDATION

The Hearing Examiner held a public hearing on the proposal on June 2, 2011. The Hearing Examiner has provided the attached recommendation on this development agreement and is holding his approval of the underlying permits in abeyance until action is taken by City Council on the development agreement per GHMC19.08.040B.

RECOMMENDATION / MOTION

Move to: Deny the requested development agreement (PL-DEV 10-0003).

OR

Move to: Pass Resolution No. ____ approving the Development Agreement with Chapel Hill Presbyterian Church (PL-DEV 10-0003) with the incorporation of the proposed conditions.

September 6, 2011

City Council Members
Gig Harbor City Council
3510 Grandview St.
Gig Harbor, WA 98335

Subject: Chapel Hill Presbyterian Church Development Agreement
Follow up from Public hearing on July 25

Dear Members of City Council,

Chapel Hill site planning committee and residents from the neighborhood met and considered several options and ideas for additional mitigation of impacts from the Chapel Hill proposed site plan. The Church has responded with a list of 10 items that they would agree to incorporate into the Development Agreement and would be of benefit to the neighbors.

In addition to the neighborhood concerns, there are other items that the Council will take into consideration and that we would like to emphasize.

The purpose of the vesting laws is to give a level of certainty so that development can occur over a period of time. The site planning that has occurred with this application incorporates previous hearing examiner recommendations to have a master plan that will help define future growth of a large campus. This is not a retail or business development. The Chapel Hill site plan has unique needs as well as contributions related to worship and community uses.

Churches are unique in the method of funding for capital improvements requiring member contributions and donations. This economic format is far less reliable than common business practices of land developers.

At the time of wetland review, CHPC had their wetland biologist use the current rating procedures to help determine the impact of the new regulations. They determined that the difference in the total developable land would probably not preclude the development of the parking areas and the field. However the prayer garden and the handicap parking next to the sanctuary which have great benefit and the least impact, most likely will not be possible under the new wetland regulations.

The rating of the large wetland was within 1 point of being a lower designation, indicating that additional studies and details may result in very little change from the current application buffers. However the cost and time necessary to complete additional studies now would be overly burdensome on the church resources at this time.

The hearing examiner in paragraphs 9 and 11 of his recommendation cites both federal and state law that supports using the least restrictive means possible to achieve compliance with zoning and land use ordinances when considering religious purposes. Mr. Causseaux recommends approval of the Development Agreement and has found that it is consistent with applicable policies and goals of the City and the Comprehensive Plan and asks for no special considerations of development regulations.

Phasing the project as described in the Development Agreement is a very important component of the agreement; allowing independent sections of the site plan to be implemented if funding is not available for the entire project.

Gig Harbor code allows for the potential of 20 years vesting through Development Agreements. Chapel Hill has asked for a total of 7 years vesting which is not pushing the envelope of what is potentially approvable by Council. Additionally most jurisdictions have made provisions for approved site plans to be extended and vested due to the national economic downturn.

Thank you for giving this your consideration.

Sincerely,

Chapel Hill Presbyterian Church
Site Plan Committee
Dan Griswold, Administration

Eva Hill, consultant
Still Water Planning, Inc.



Gig Harbor Community Development Department
Kristin Moerler, Associate Planner
3510 Grandview St.
Gig Harbor, WA 98335

August 28, 2011

Subject: Development Agreement for Chapel Hill Presbyterian Church
Response to neighborhood meeting

CHPC would like to thank the Schoolhouse Neighborhood for meeting with us on August 23rd and to thank the planning staff for facilitating the meeting. The concerns expressed by the residents present were similar to comments that have been expressed at previous meetings.

We want to be good neighbors, to be responsive to neighborhood concerns and incorporate their requests where possible. The following are actions we have previously taken to address these concerns:

- We designed our landscape plans to include a dense vegetation screen for the west property line. See the landscape plan for details. The buffer area and plantings on the landscape plan is in excess of what is required by code.
- Significant trees outside the buffer have been identified for retention which required parking lot reconfiguration and loss of some parking stalls.
- We built a wooden fence along portions of the Rosedale property line to stop intrusion and add security.
- We redefined the use of the parking lots and field activities to reflect lower impact church activities. We changed the use of the field from sports field to open / recreation space.
- We added a gate to the parking lot design in response to neighbors concern for security.

In the most recent meeting there were several additional suggestions to further lessen any adverse impacts. Although the church is not in a position to accommodate all the requests, we are willing and able to do the following items:
Security:

1. Church patrols should rove through the parking lots when in use for major events or as required.
2. The parking lot gate will be closed and locked when not in use.

Dr. Mark James Toone, Senior Pastor

3. Restrict parking lot use to exclude tents and overnight camping.
4. Request GH Police Dept. to drive through as needed.

Buffer screening and vegetation:

1. Enhance the 10-foot planting strip along the parking lots to reflect the similar plantings as currently shown in the 30 foot vegetation screen. This would make it similar to a zone transition buffer of 40 feet. In addition to approved landscaping plans, details of planting plan will be submitted at the time of construction to reflect variety of more mature trees and plantings to screen noise and light.
2. Provide irrigation until plantings are well established.
3. Use lower light fixtures to 15 feet standards as specified in the Gig Harbor design standards provided no additional fixtures are required by the city engineer.
4. Use illumination that does not create noise.
5. Use lighting system controls for dimming and automatic off, taking into consideration any insurance company requirements.

Traffic

1. Use signage at the new exit to North Creek to direct traffic to the east (left turn) and away from the Schoolhouse plat.

If the City Council approves the Development Agreement, we will agree to these (10) conditions of the approval to be implemented when that phase of the project is permitted for construction.

We want to thank you again for partnering with us as we continue to be good neighbors.

Sincerely,



Dan Griswold
Director of Facilities and Operations

Chapel Hill Presbyterian Church
Site planning team members

Moerler, Kristin

From: Rob and Michelle Karlinsey [mkarlinsey@centurytel.net]
Sent: Monday, September 05, 2011 9:46 PM
To: Dolan, Tom; cjmeacham@yahoo.com; cat@tpcar.org; cherylobrien@johnlscott.com; 2themaks@centurytel.net; wardhoard@centurytel.net; sipesw@hotmail.com; stillwater@harbournet.com
Cc: Moerler, Kristin
Subject: RE: CHPC response to neighbor meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks Tom. We appreciate the meeting you and Kristin facilitated between CHPC and the neighborhood last month. Nevertheless, we still fundamentally disagree with the City 1) granting CHPC pre-2006 critical areas regulation vesting through 2018 and 2) granting them the ability to construct a stand-alone, attractive nuisance parking lot through 2018.

If the City is going to move forward with granting these un-precedented and considerable requests despite the neighborhood's objections, we appreciate additional conditions. Please see our edits/concerns below:

Security

1. Church patrols ~~should~~ WILL rove through the parking lots when in use for major events ~~or~~ AND as required BY THE CITY.
2. The parking lot gate will be closed and locked when not in use. WHAT ABOUT THE HOURS WE DISCUSSED? 10 P.M. CLOSURE OF THE PARKING LOT, OPENING NO EARLIER THAN 8 A.M. IS WHAT WE DISCUSSED.
3. Restrict parking lot use to exclude tents and overnight camping.
4. Request GH Police Dept. to drive through as needed. THIS IS NOT A CONDITION OF ANY VALUE OR CONSIDERATION.

Buffer screening and vegetation:

1. Enhance the 10 foot planting strip along the parking lots to reflect the similar plantings as currently shown in the 30 foot vegetation screen. This would make it similar to a zone transition buffer of 40 feet. In addition to approved landscaping plans, details of planting plan will be submitted at the time of construction to reflect variety of more mature trees and plantings to screen noise and light. "DENSE VEGETATIVE BUFFER" IS THE TERM KRISTIN MOERLER USED AND SHOULD BE ADDED TO THE ABOVE.
2. Provide irrigation until plantings are well established
3. Use lower light fixtures to 15 foot standards as specified in the Gig Harbor design standards ~~provided no additional fixtures are required by the City engineer.~~ CAN WE FIND OUT NOW (BEFORE THE CITY COUNCIL CONSIDERS THE DA) WHETHER THE CITY ENGINEER WOULD REQUIRE ADDITIONAL LIGHTING? GRANTING CHPC THE ABILITY TO REVERT BACK TO 20-FOOT LIGHTS DOES LITTLE TO ALLEVIATE OUR CONCERNS. PLEASE REMOVE THE "PROVIDED" CLAUSE AS SHOWN ABOVE.
4. Use illumination that does not create noise.
5. Use lighting system controls for dimming and automatic off, taking into consideration any insurance company requirements.

Traffic

1. Use signage at the new exit to North Creek to direct traffic to the east (left turn) and away from the Schoolhouse plat.

We respectfully request that the changes be made as shown above. CHPC's request for 1) pre-2006 critical areas regulation vesting through 2018 and 2) the ability to construct a stand-alone, attractive nuisance parking lot through 2018 is very signifcant and un-precedented, and the City and community should receive substantial consideration in return for

granting such a request. The above conditions as edited above are probably not enough to balance out what asking of the City, but they are steps in the right direction.

Thank you for the opportunity to comment and provide input.

Michelle & Rob Karlinsey
7969 Beardsley Avenue
Gig Harbor

From: Dolan, Tom [mailto:DolanT@cityofgigharbor.net]
Sent: Wednesday, August 31, 2011 8:41 AM
To: 'cjmeacham@yahoo.com'; 'cat@tpcar.org'; 'cherylobrien@johnlscott.com'; 'mkarlinsey@centurytel.net'; '2themaks@centurytel.net'; 'wardhoard@centurytel.net'; 'sipesw@hotmail.com'; 'stillwater@harbornet.com'
Cc: Moerler, Kristin
Subject: FW: CHPC response to neighbor meeting

Participants at the August 23, 2011 meeting: First, I apologize for sending this e-mail out later than anticipated. Attached to the e-mail is a letter from Chapel Hill Church responding to the ideas brought up at the 8/23/11 meeting. In summary – the Church has agreed to implement 10 additional conditions if the development agreement is approved. If you have questions, please contact Kristin Moerler or myself.

Tom Dolan
Planning Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-853-7615 Phone
253-858-6408 FAX

Plans may not always work - but planning does

"Dedicated to public service through teamwork and respect for our community."

From: Eva Hill [mailto:stillwater@harbornet.com]
Sent: Sunday, August 28, 2011 9:50 PM
To: Moerler, Kristin
Cc: 'Dan Griswold'
Subject: CHPC response to neighbor meeting

To: Kristin Moerler,
Thank you for facilitating the meeting between Chapel Hill and the neighbors of the Schoolhouse plat on August 23rd.
The attached letter responds to most of the concerns brought up at that meeting.
It is our understanding that you will forward this to the neighbors.

This is the accumulation of several meetings and we anticipate moving forward with the Development Agreement application to the City Council.

Please do not hesitate to call me if you have any questions or concerns.

I am sending this via email today (8-28) – Chapel Hill will deliver a signed copy of this letter tomorrow.

Eva Hill

Moerler, Kristin

From: Stephanie Ward [wardhoard@centurytel.net]
Sent: Monday, September 05, 2011 10:56 PM
To: 'Rob and Michelle Karlinsey'
Cc: Moerler, Kristin
Subject: RE: CHPC response to neighbor meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Rob and Michelle,

Sorry we didn't get back home until 10:30 pm. The only things we would add at this point would be 1) that we would like to have them submit the planting plan now and not at the time of construction so that everyone is *clear* on what the 40' dense vegetation buffer is to look like 2) that the "stand alone" parking lot violates the *intent* of the city's planning department. Nowhere else in the city have they allowed such a parking lot to be constructed completely detached from any building.

Brian and Stephanie Ward

From: Rob and Michelle Karlinsey [mailto:mkarlinsey@centurytel.net]
Sent: Monday, September 05, 2011 9:46 PM
To: 'Dolan, Tom'; cjmeacham@yahoo.com; cat@tpcar.org; cherylobrien@johnlscott.com; 2themaks@centurytel.net; wardhoard@centurytel.net; sipesw@hotmail.com; stillwater@harbornet.com
Cc: 'Moerler, Kristin'
Subject: RE: CHPC response to neighbor meeting

Thanks Tom. We appreciate the meeting you and Kristin facilitated between CHPC and the neighborhood last month. Nevertheless, we still fundamentally disagree with the City 1) granting CHPC pre-2006 critical areas regulation vesting through 2018 and 2) granting them the ability to construct a stand-alone, attractive nuisance parking lot through 2018.

If the City is going to move forward with granting these un-precedented and considerable requests despite the neighborhood's objections, we appreciate additional conditions. Please see our edits/concerns below:

Security

1. Church patrols ~~should~~ WILL rove through the parking lots when in use for major events ~~or~~ AND as required BY THE CITY.
2. The parking lot gate will be closed and locked when not in use. WHAT ABOUT THE HOURS WE DISCUSSED? 10 P.M. CLOSURE OF THE PARKING LOT, OPENING NO EARLIER THAN 8 A.M. IS WHAT WE DISCUSSED.
3. Restrict parking lot use to exclude tents and overnight camping.
4. Request GH Police Dept. to drive through as needed. THIS IS NOT A CONDITION OF ANY VALUE OR CONSIDERATION.

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1. Enhance the 10 foot planting strip along the parking lots to reflect the similar plantings as currently shown in the 30 foot vegetation screen. This would make it similar to a zone transition buffer of 40 feet. In addition to approved landscaping plans, details of planting plan will be submitted at the time of construction to reflect variety of more mature trees and plantings to screen noise and light. "DENSE VEGETATIVE BUFFER" IS THE TERM KRISTIN MOERLER USED AND SHOULD BE ADDED TO THE ABOVE.
2. Provide irrigation until plantings are well established
3. Use lower light fixtures to 15 feet standards as specified in the Gig Harbor design standards ~~provided no additional fixtures are required by the City engineer.~~ CAN WE FIND OUT NOW (BEFORE THE CITY COUNCIL CONSIDERS THE DA) WHETHER THE CITY ENGINEER WOULD REQUIRE

Moerler, Kristin

From: Cheryl O'Brien [cherylobrien@johnlscott.com]
Sent: Tuesday, September 06, 2011 8:37 AM
To: Rob and Michelle Karlinsey; Dolan, Tom; cjmeacham@yahoo.com; cat@tpcar.org; 2themaks@centurytel.net; wardhoard@centurytel.net; sipesw@hotmail.com; stillwater@harbornet.com
Cc: Moerler, Kristin
Subject: RE: CHPC response to neighbor meeting


Thank you Tom,

I am in agreement with Rob and Michelle Kalinseys statements, but would also like to point out that I made it a priority to visit the parking lot on Sunday during the two church service time frames. The parking lot was not full and I found it interesting that folks in attendance would rather park in the Century Tel parking lot and walk across the street than use far parking lot which is also to be extended.

Several of the homes that will be impacted the most, have no security fencing in place. It is absolutely necessary to provide wooden fencing across the back lots for privacy and security.

We appreciate the opportunity for input!

Kevin O'Brien
Cheryl O'Brien
7737 Beardsley Ave.
Gig Harbor

	<p>Cheryl O'Brien- GRI, SRES John L. Scott RE 253-223-1474 2010 REALTOR® of the Year Tacoma-Pierce County 2009 President Tacoma Pierce County Association of REALTORS® 2011 VP of Education for Washington REALTORS®</p>
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From: Rob and Michelle Karlinsey [mailto:mkarlinsey@centurytel.net]
Sent: Monday, September 05, 2011 9:46 PM
To: 'Dolan, Tom'; cjmeacham@yahoo.com; cat@tpcar.org; Cheryl O'Brien; 2themaks@centurytel.net; wardhoard@centurytel.net; sipesw@hotmail.com; stillwater@harbornet.com
Cc: 'Moerler, Kristin'
Subject: RE: CHPC response to neighbor meeting

Thanks Tom. We appreciate the meeting you and Kristin facilitated between CHPC and the neighborhood last month. Nevertheless, we still fundamentally disagree with the City 1) granting CHPC pre-2006 critical areas regulation vesting through 2018 and 2) granting them the ability to construct a stand-alone, attractive nuisance parking lot through 2018.

If the City is going to move forward with granting these un-precedented and considerable requests despite the neighborhood's objections, we appreciate additional conditions. Please see our edits/concerns below:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH CHAPEL HILL PRESBYTERIAN CHURCH.

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located south of Rosedale Street NW and west of Skansie Avenue, Gig Harbor, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, the Hearing Examiner held a public hearing on June 2, 2011 on

the underlying permits associated with the proposed development agreement and has forwarded a recommendation on the development agreement; and

WHEREAS, on July 25, 2011, the City Council held its public hearing on the development agreement during a regular public meeting; 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 execute the Development Agreement attached hereto as Exhibit A, with Chapel Hill Presbyterian Church.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the City Council this 25th day of July, 2011.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND
CHAPEL HILL PRESBYTERIAN CHURCH FOR
THE WEST SIDE ENHANCEMENTS,
CONDITIONAL USE PERMIT AND SITE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City," and Chapel Hill Presbyterian Church, a non-profit corporation organized under the laws of the State of Washington, hereinafter the "Developer" or "CHPC."

RECITALS

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, this Development Agreement relates to the development known as Chapel Hill Presbyterian Church – West Side Enhancements, which is located at: 7700 Skansie Ave., Gig Harbor, WA (hereinafter the "Property"); Application No. MSPA 06-1219, DRB 06-1220, CUP 06-1220, SEPA 06-1223; and

WHEREAS, the City issued a Mitigated Determination of Non-significance (MDNS) for the proposed development applications referenced above on August 20, 2008, requiring an archeological survey prior to approval of any ground disturbing activity on the site; and

WHEREAS, the Hearing Examiner will consider the above applications after approval of this Development Agreement; and

WHEREAS, after a public hearing on July 25, 2011 by Resolution No. ____, the City Council 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 the development and use of the Property contemplated in this Agreement including a new 122 space parking lot, prayer garden, walking paths, multi-purpose field, pavilion structure and 54 space parking lot adjacent to the pavilion.

Section 2. The Property. The Property consists of 34.17 acres and is legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

A. "Adopting Resolution" means the resolution which approves this Development Agreement, as required by RCW 36.70B.200.

B. "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

C. "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

D. "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3).

E. "Director" means the City's Planning Director .

F. "Effective Date" means the effective date of the Adopting Resolution.

G. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include building codes, clearing and grading codes, stormwater management codes, stormwater management and site development manuals, regulations relating to taxes and impact fees.

H. "Landowner" is the party who has acquired any portion of the Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement.

Section 4. Exhibits. Exhibits to this Agreement are attached hereto and incorporated herein, including the following:

Exhibit A – legal description of the Property.

Exhibit B – Map showing Development Phases and explanation of phases

Section 5. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement.

A. This Agreement shall commence upon the effective date of the Adopting Resolution, and shall continue in force for a period of seven 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, subject however, to post-termination obligations of the Developer or Landowner.

B. Extensions are authorized in this Agreement. The Developer may request the extension at least 60 days prior to expiration of the current agreement. All requests for extensions shall be reviewed by the city council.

Section 7. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented thereto by the Developer.

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

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Section 9. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

Section 10. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 11. Financing of Public Facilities. [Intentionally omitted.]

Section 12. Existing Land Use Fees and Impact Fees.

A. Land use fees adopted by the City by ordinance as of the Effective Date may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

Section 13. Phasing of Development.

A. The parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents.

B. The improvements associated with the Project may be constructed in phases in accordance with the terms of this Agreement and as shown on "Exhibit B". Because the phases are not dependent upon one another, each phase may be constructed in the order determined by the Developer.

C. A Wetland and Wetland Buffer Notice shall be recorded on the title to provide notice in the public record of the presence of wetlands prior to the

approval of the civil or building permits for the first phase proposed to be constructed.

D. All open space will be maintained in a natural condition until approval is given for the referenced phase of improvements. Clearing will be limited to only the phase that is being built and landscaping for that phase must be implemented according to approved plans.

Section 14. Dedication of Public Lands. [Intentionally omitted.]

Section 15. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the Gig Harbor Municipal Code, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

Section 16. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

Section 17. Termination.

A. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.

B. This Agreement shall terminate upon the expiration of the term identified in Section 6 or when the Property has been fully developed, which ever

first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence and the lot or parcel upon which such residence is located, when it has been approved by the City for occupancy.

Section 18. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 19. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 20. 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. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property at least 30 days in advance of such action.

Section 21. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns. The Developer, Landowner and every 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 22. Amendment to Agreement; Effect of Agreement on Future Actions. 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). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

Section 23. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to the Developer:

Chapel Hill Presbyterian Church
P.O. Box 829
Gig Harbor, WA 98335

If to the City:

City of Gig Harbor
Attn: City Administrator
3510 Grandview Street
Gig Harbor, WA 98335

Notices to subsequent Landowners shall be required to be given by the City only for those Landowners 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 or correspondence.

Section 24. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff, legal and consultant costs not otherwise included within application fees. Such payment of all fees shall be made, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer. In the event Developer fails to pay the fees within the 30-day period, the City may declare the Developer in default and terminate this Agreement after 30 days written notice if the default is not timely cured.

Section 25. 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 26. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 27. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 28. 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 Adopting Resolution, such invalidity shall not affect the validity of the remainder of this Agreement.

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 signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH,
RANGE 2 EAST, OF THE W.M.;

EXCEPT THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST
QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7;

ALSO EXCEPT ROSEDALE STREET NW ON THE NORTH AND 46TH AVENUE NW ON THE EAST;

(BEING REVISED PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. 9710160287.);

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND CHAPEL HILL PRESBYTERIAN CHURCH, FOR THE
WEST SIDE ENHANCEMENTS,
CONDITIONAL USE PERMIT AND SITE DEVELOPMENT**

PROJECT PHASES

The parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents.

The improvements associated with the Project may be constructed in phases in accordance with the terms of the Developer Agreement and as depicted herein. Because the phases are not dependent upon one another, each phase may be constructed in the order determined by the Developer.

Construction of each phase must be done according to the approved plans, including Civil plans, Landscape plans, building plans that are effective at the time of construction.

- A. Prayer Garden**
- B. Prayer Garden Parking Area - near sanctuary**
- C. Trail around wetlands**
- D. Northwest Parking area**
- E. Multi Purpose Field**
- F. Multi Purpose Parking area**
- G. Pavilion**
- H. North Creek Street Exit**

Phase A: Prayer Garden

Street Improvements.

Match with existing concrete sidewalks
Install sidewalk crossings as shown on plans

Potable Water and Fire Flow Facilities

N/A

Sewer Facilities.

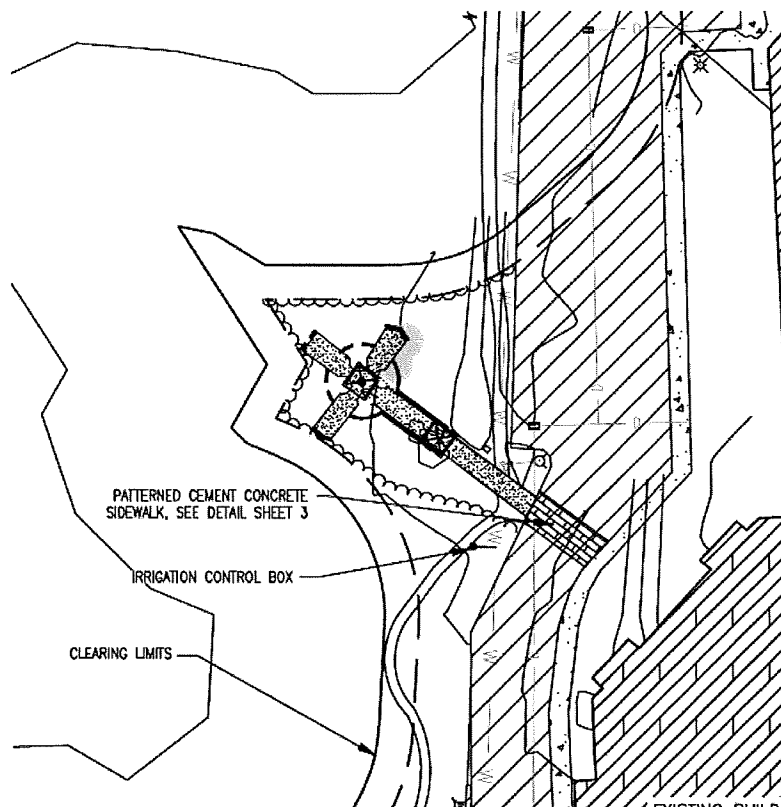
N/A

Utilities.

Water line extended for landscaping, Power connection for lighting

Parks and Open Space.

Clearing only as shown on approved plans. Landscape according to approved plans.



Phase B: Prayer Garden Parking Area - near sanctuary

Civil plans to be submitted and approved prior to start of construction

Street Improvements.

Tie into existing storm drainage on site .

Potable Water and Fire Flow Facilities.

N/A

Sewer Facilities.

N/A

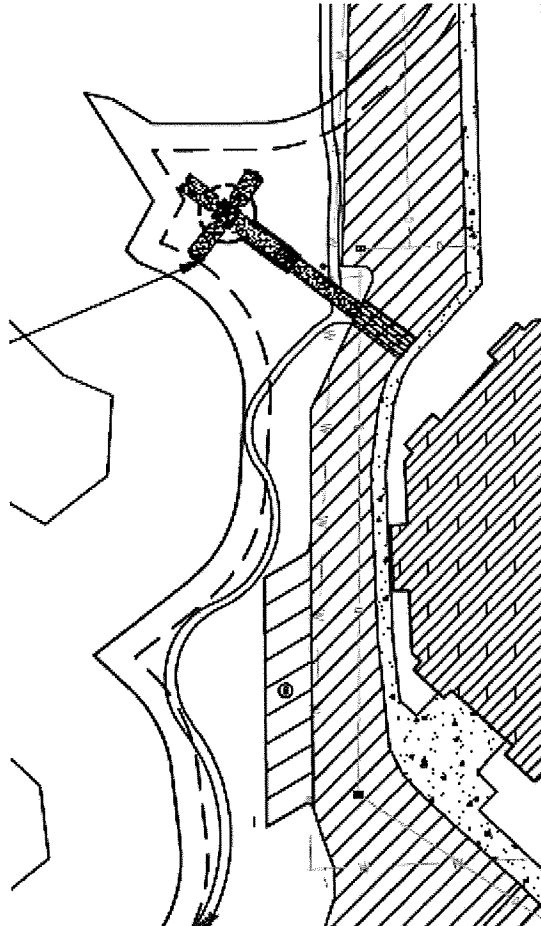
Utilities.

Extend on site power as necessary and install approved lighting

Parks and Open Space.

Arborist to submit report prior to clearing. Landscaping installed per plan .

See tree retention plan for clearing.



Phase C: Trail around wetlands

Landscape plan set approved

Street Improvements.

Match with existing concrete sidewalks

Potable Water and Fire Flow Facilities

N/A

Sewer Facilities.

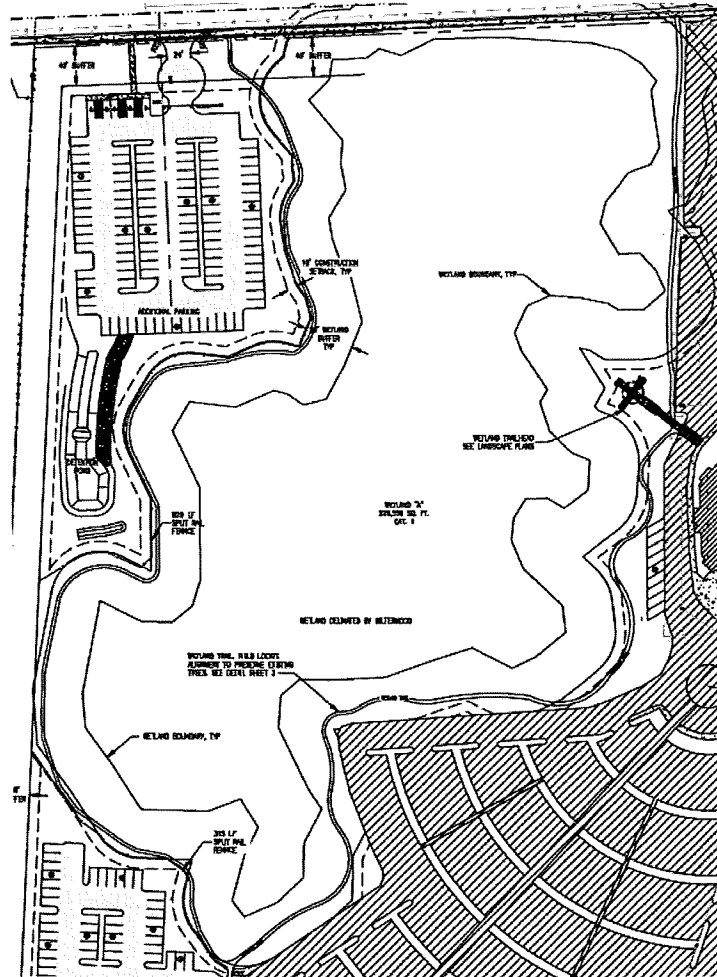
N/A

Utilities.

Water line extended for landscaping, Install power and lighting per approved plans

Parks and Open Space.

Clearing only as shown on approved plans. Landscape according to approved plan



Phase D: Northwest Parking area

Civil plans to be submitted and approved prior to construction
Street Improvements.

Build on site drainage improvements per plan.

Construct all Fire and Emergency Vehicle access. Tie into existing
Rosedale street.

Gate according to plans

Potable Water and Fire Flow Facilities.

One water CRC needed.

Construct water and Fire Flow as required by building permit

Sewer Facilities.

N/A

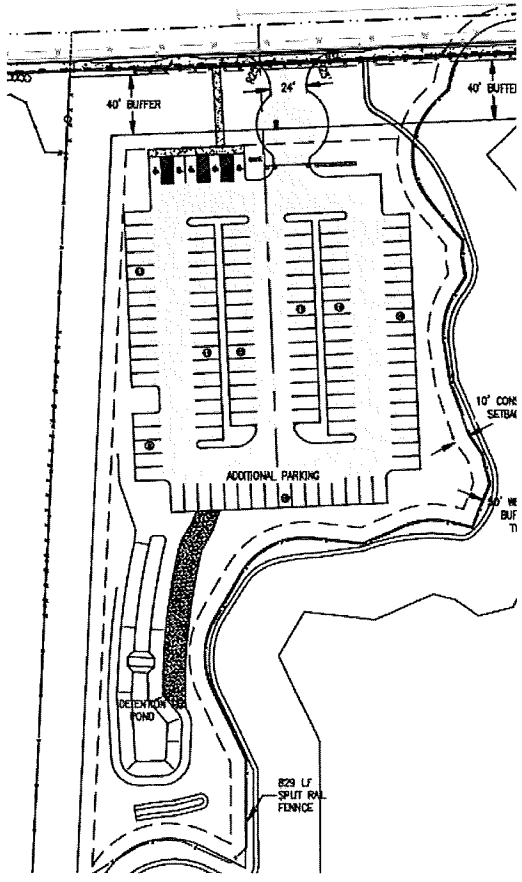
Utilities.

Construct utilities – power, lighting and irrigation water. Onsite connections
needed.

Parks and Open Space.

Landscape per approved plans. Install construction fencing and wetland
fencing around wetland A, prior to clearing.

Clear only areas indicated on plans as necessary for this phase.



Phase E Multi Purpose Field

Civil plans to be submitted and approved prior to start of construction.

Street Improvements.

N/A

Potable Water and Fire Flow Facilities.

N/A

Sewer Facilities.

N/A

Utilities.

Extend on site power, lighting and irrigation water per approvals

Parks and Open Space.

Clear only area needed for construction. Construct Wetland B buffer and construction fencing. See tree retention plan per landscape plans.

Phase F: Multi Purpose Parking area

Civil and building permit plans to be submitted and approved prior to start of construction.

Street Improvements.

Build on site drainage improvements per plan.

Construct all Fire and Emergency Vehicle access. Tie into existing parking lot.

Construct wetland buffer fencing – Wetland B and portions of wetland A as needed.

Potable Water and Fire Flow Facilities.

Install as required per approved building permit plans

Sewer Facilities.

N/A

Utilities.

Construct utilities – power, lighting and irrigation water per approved plans

Parks and Open Space.

Landscape per approved plans

Phase G: Pavilion

Civil and building permit plans to be submitted and approved prior to start of construction.

Street Improvements.

Build on site drainage improvements as required per approved civil plans.

Construct all Fire and Emergency Vehicle access. Tie into existing parking lot.

Potable Water and Fire Flow Facilities.

Apply for water connection (one CRC) and one connect per building plans

Construct Water and Fire Flow as required by building permit

Sewer Facilities.

Apply for Sewer connection (Sewer CRC) per approved civil plans.

Extend and construct sewer connection. Tie into main line at street

Utilities.

Construct utilities – power, lighting and irrigation water per approved plans

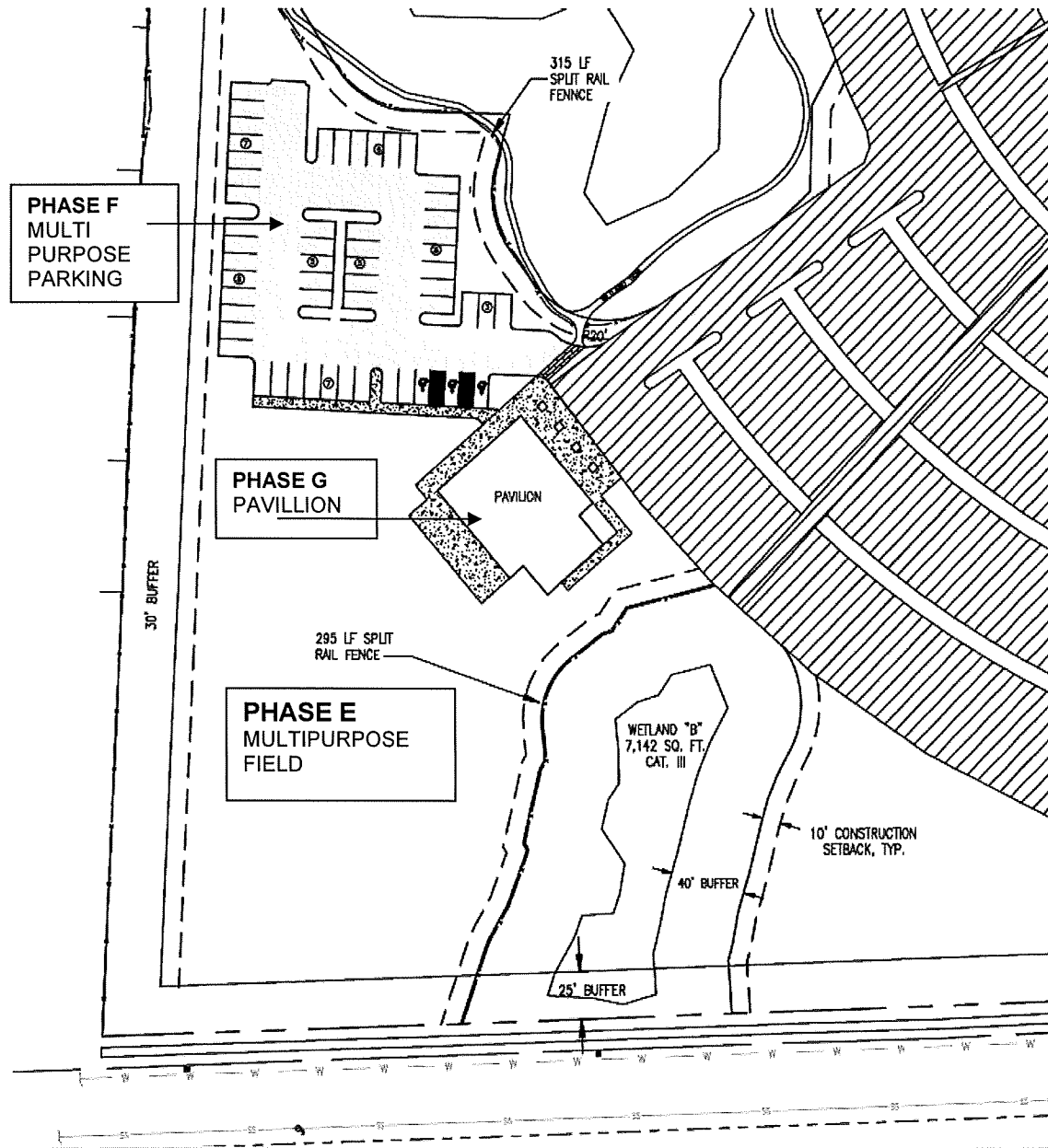
Parks and Open Space.

Install landscaping per approved Landscape plans

Clearing only as needed for this phase including drainage facility

Construct Wetland B buffer and construction fencing.

ILLUSTRATION FOR PHASES E, F, G:



Phase H: North Creek Street exit

Civil plans to be submitted for approval prior to start of construction.

Street Improvements.

Tie into existing storm drainage on site and street .

Construct and tie into existing North Creek street to match elevations.

Potable Water and Fire Flow Facilities.

N/A

Sewer Facilities.

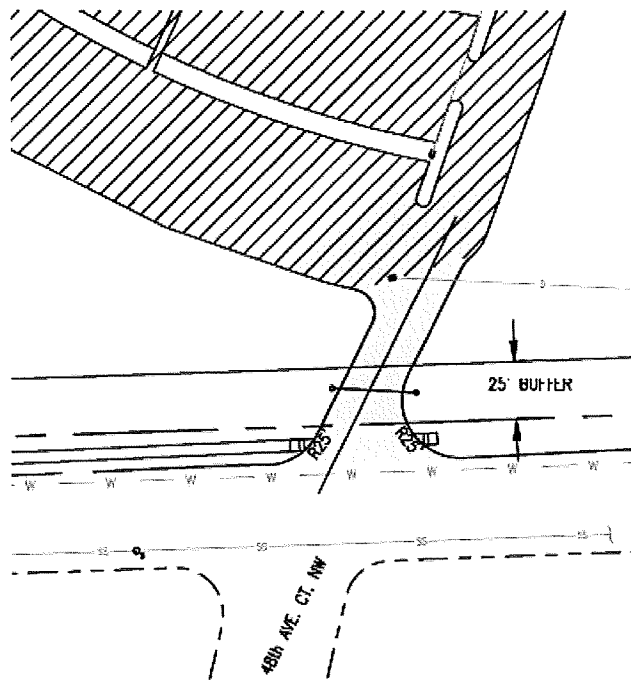
N/A

Utilities.

Extend on site power and lighting if required per approved plans

Parks and Open Space.

Clear only area needed for construction. No landscaping required – see tree retention plan per landscape plans.





Donkey Creek Restoration and Roadway Improvements Project

September 12, 2011

Project – KEY OBJECTIVES

- Improve Traffic Circulation
- Restore Fish Habitat
- Enhance Museum/Park Connectivity

July 25th City Council Meeting

- PMX Presented Multiple Roadway Options
- Wade Perrow Presented the North Harborview Drive (NHD) Bridge Concept and Probable Estimates of Cost
- Council Directed Staff to Study the Feasibility and Cost of:
 - Perrow Bridge Concept @ NHD
 - Culvert Concept @ NHD
 - Austin Street Improvements
 - Harbor History Museum Site Improvements

July 25th City Council Meeting (Con't)

- Present Findings and Recommendations to Council on September 12th
- Additional July 25th Council Comments:
 - This is a Fish Habitat Restoration Project with the Responding Roadway Improvements - “Not the other way around”
 - Connectivity with the Harbor History Museum is of Essential Importance
 - Increase Parking wherever possible
 - Create as much future flexibility as possible
 - Same format for Comparison of Costs between Options

Parametrix – SCOPE OF WORK

- Geotechnical Investigations
- Schematic Design – 25% to 30%
- Engineer's – Estimate of Cost
- 3-D Visualization
- Collaborate with Wade Perrow

Parametrix – SCHEDULE

- JULY 27th - First Meeting with Wade Perrow
- JULY 29th - Notice to Proceed
- AUG 1st - Start the Work
 - Weekly Progress Meetings
 - Continuous Collaboration with City Staff/Wade Perrow
- SEPT 8th - Finalize the Design, Cost & Graphic Documentation
- SEPT 12th - Present Findings and Recommendations.
 - City Council to Select Option
- SEPT 26th - Formal Ratification of Final Design Contract

Feasibility and Cost Categories – Based on 30% Design

- Austin Street Improvements
- North Harborview Drive Improvements
- Bridge OPTION
- Culvert OPTION
- Harbor History Museum Improvements

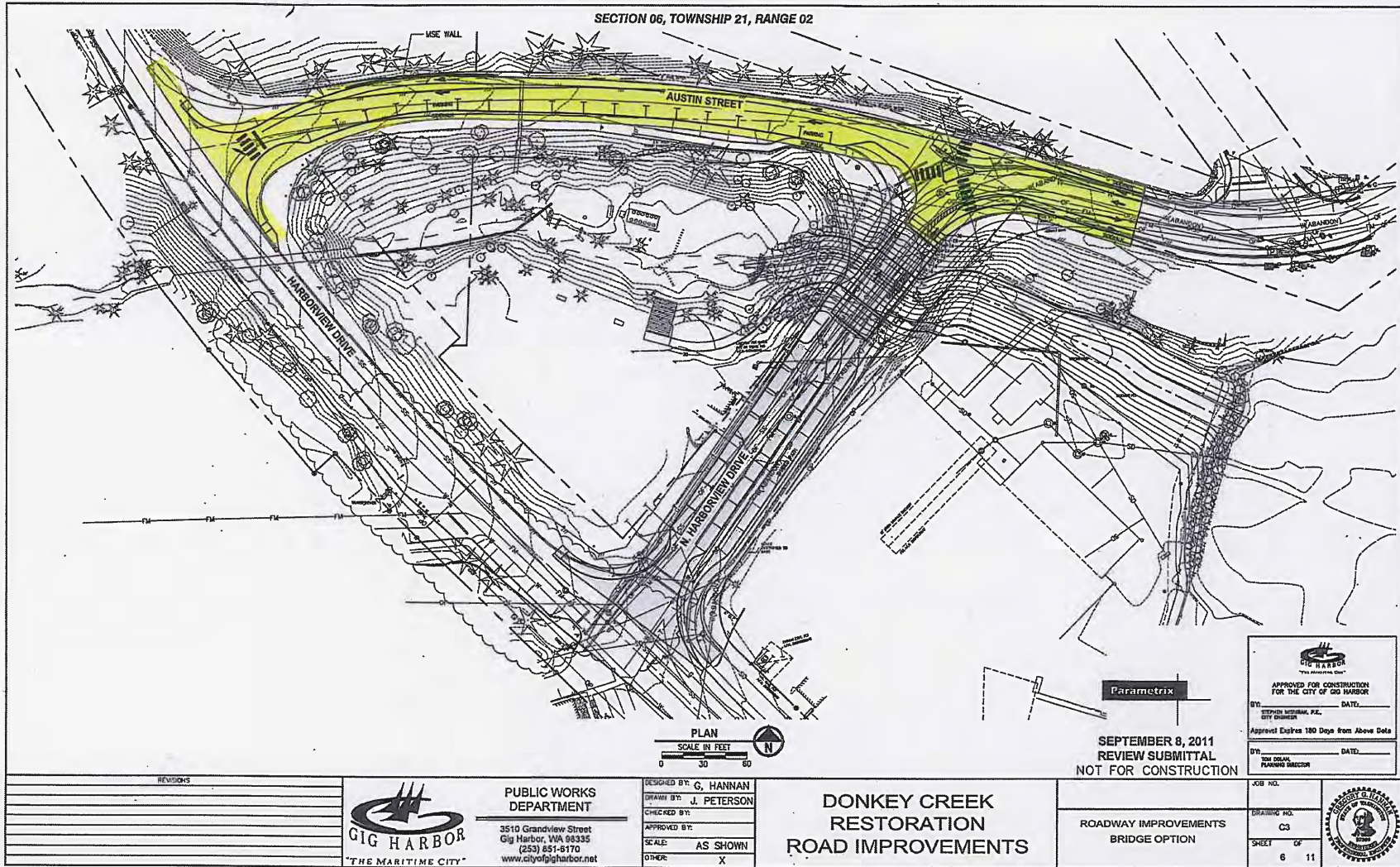
Austin Street Improvements

- New Road – Full Rebuild
- New Roadway Alignment
- Sidewalk – Park Side
- Bike Lane – Hill Side
- Alignment to Accommodate a Round-About at a Future Date
- Capable of 2 Way Traffic at a Future Date and during Stream Crossing Construction
- Increased Parking – 14 Additional Stalls
- Includes Illumination
- No Trees Lost within the Park

Austin Street – Existing Soil Analysis

- Additional Geotechnical Analysis Performed
- Verified a Stormwater Drainage Problem Condition
- New Austin Street Design Corrects the Stormwater Drainage Problem

Austin Street- CAD Drawing



Austin Street

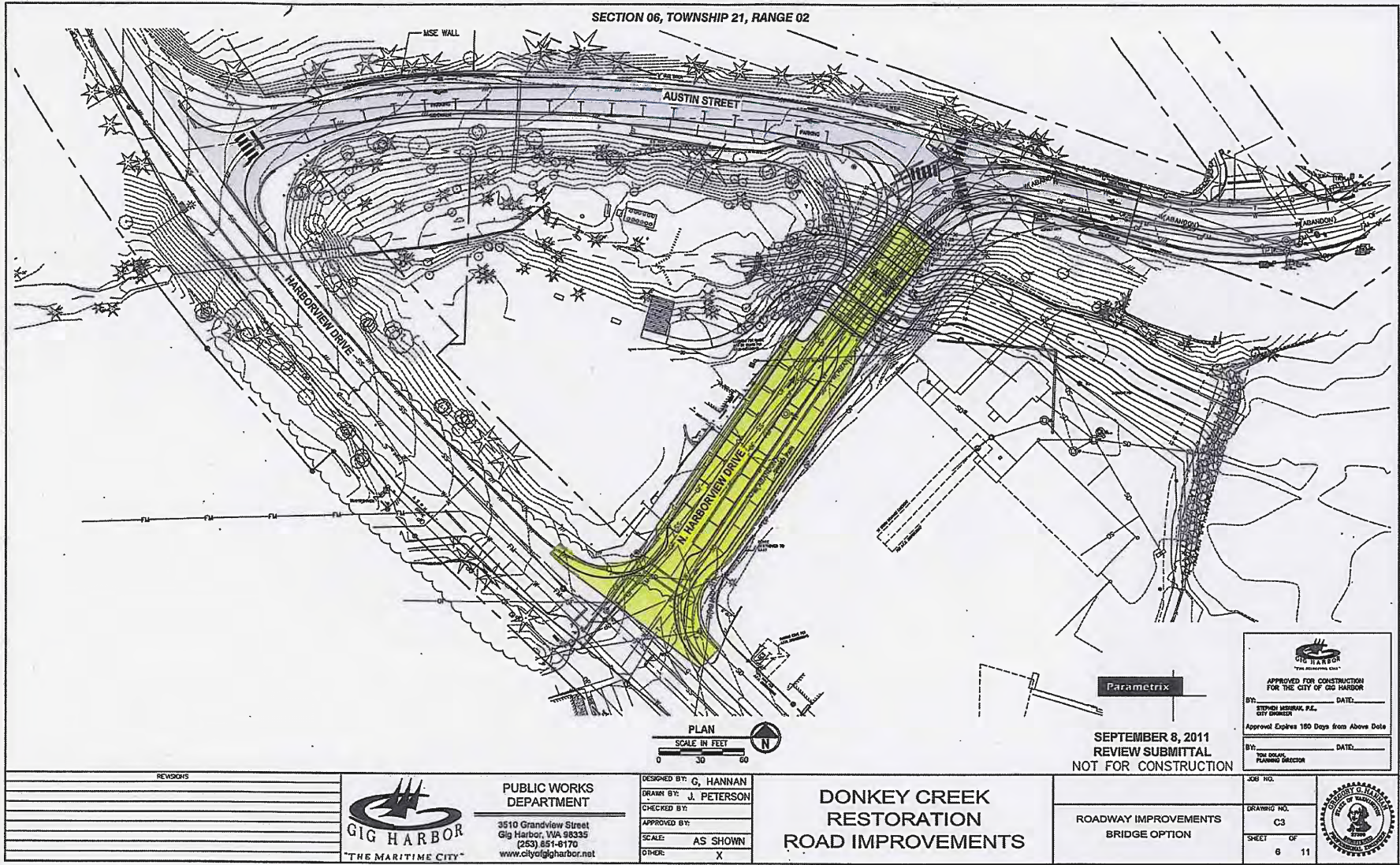
– Estimate of Probable COSTS

- Engineer's Estimate
- Third Party Estimate Review
- \$ 330,071 – Construction Cost

North Harborview Drive Improvements

- Overlay – Not a Full Rebuild
- Shared Pedestrian & Bicycle Path – Museum Side
- Includes Illumination
- Improved Intersection Flow on Both Ends
- Works with either the Bridge or Culvert OPTION
- Demonstrates Design Continuity with Austin Street Improvements

North Harborview Drive – CAD Drawing



Parametrix

North Harborview Drive

- Estimate of Probable COSTS

- Engineer's Estimate
- Third Party Estimate Review
- \$ 286,391 – Construction Cost

North Harborview Drive - BRIDGE OPTION

- Fully Daylights Donkey Creek
- Accommodates One-Way Vehicular Circulation and provides a continuous “Shared Path” from Harborview Drive to Austin Street
- Pre-Cast Bridge Member Abutments with Piling Design – Bulb Tee Girders
- Confirm Ample Room for Path Under the Bridge – Approx. 8 FT of Headroom
- Capable of Supporting All Utilities
- Approximately 81 ft. Long and 31 ft. Wide

Donkey Creek – BRIDGE VIEW 1



Parametri

Donkey Creek – BRIDGE VIEW 2



ParametriX

Donkey Creek – BRIDGE VIEW 3



Parametri

Donkey Creek – BRIDGE VIEW 4



Parametrix

Donkey Creek – BRIDGE VIEW 5



Parametrix

North Harborview Drive - BRIDGE OPTION

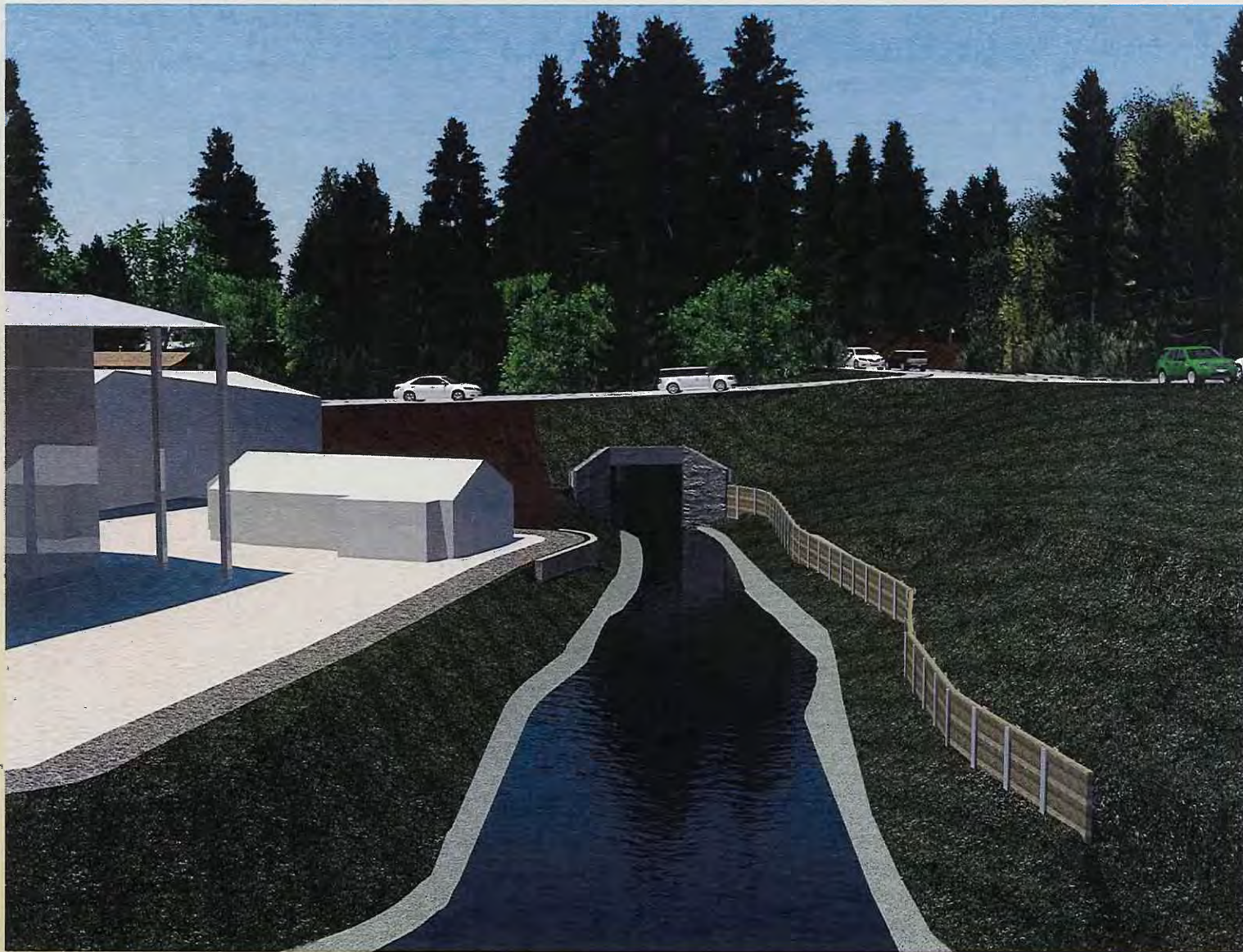
- Estimate of Probable Costs

- Engineer's Estimate
- Third Party Estimate Review
- \$ 1,062,000 – Construction Cost

North Harborview Drive - CULVERT OPTION

- 15 ft. CULVERT Width – Received Preliminary Approval from the Department of Fish and Wildlife
- Soldier Pile with Lagging and Concrete Fascia Walls
- Removable Concrete Cap – Future Flexibility
- Flared Wing Walls – Both Ends
- Approximately 104 FT Long

Donkey Creek – CULVERT VIEW 1



ParametriX

Donkey Creek – CULVERT VIEW 2



Parametri

North Harborview Drive - CULVERT OPTION

- Estimate of Probable Costs

- Engineer's Estimate – 30% Design
- Third Party Estimate Review
- \$ 1,082,000 – Construction Cost

Harbor History Museum Improvements

- Council Selects their preferred OPTION
 - Bridge OPTION - \$ 1,062,000
 - Culvert OPTION - \$ 1,082,000
- Parametrix will then coordinate with the Harbor History Museum regarding site improvements

Estimate of Probable Cost – 30% Design

<u>CATEGORY</u>	<u>COST</u>	<u>NOTES</u>
Austin Street	\$ 330,071	FULL REBUILD - Realignment for Future Options
N. Harborview Drive	\$ 286,391	OVERLAY - Improve Intersection Flow
Bridge	<u>\$ 1,062,000</u>	
Sub-Total:	\$ 1,678,462	
Contingency	<u>\$ 335,692</u>	20% Contingency - Correct for 30% Design
Sub-Total:	\$ 2,014,154	
Sales Tax	<u>\$ 169,189</u>	8.4%
	\$ 2,183,343	Estimate of Probable COST TOTAL
FUNDS AVAILABLE:	\$ 2,054,432	
Difference	\$ 128,911	

City Staff & Parametrix - RECOMMENDATION

- APPROVE the following:
 - Austin Street Improvements
 - North Harborview Drive Improvements
 - **Bridge OPTION**
- Future Flexibility
- Fish Habitat Restoration
- Improve Traffic Flow
- Harbor History Museum/ Park Connectivity
- All are within Budget
- Bridge OPTION – US Fish & Wildlife Preferred Option

Questions and Answers?



Subject: Fire sprinkler requirements for buildings 5000 square feet in area and greater.

Proposed Council Action: Adopt on second reading ordinance Number XXXX requiring fire sprinkler system installation in all new and remodel construction where the un-separated fire area of the building meets or exceeds five thousand (5000) square feet.

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower

For Agenda of: September 12, 2011

Exhibits: Draft fire sprinkler ordinance

Initial & Date

Concurred by Mayor: CLH
Approved by City Administrator: RSK
Approved as to form by City Atty: VIA E-MAIL
Approved by Finance Director: DR
Approved by Department Head: 9/6/11

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Fire sprinkler systems provide a number of benefits to public safety and community sustainability. They protect building occupants and first responders when fires occur. They can help reduce the cost of water systems and fire protection infrastructure. They protect the community's economic infrastructure by protecting homes and businesses, jobs and families and investments. They protect the environment by reducing air and water borne contaminants resulting from fire suppression activities; reducing fire debris deposited in local landfills; and reducing the resources needed to rebuild fire damaged buildings. And they protect community vitality by reducing the number of vacant, damaged structures in the community.

While technology and market factors have reduced the cost of installation of fire sprinkler systems, current fire and building codes have increasingly required system installation for protection of hazardous uses and occupancies; and offered material and method trade-offs resulting in construction cost savings for the installation of fire protection systems. The *International Building and Residential Codes* now require fire sprinkler systems in a wide range of buildings from high-rise to single family residential construction, though the requirements for one- and two-family residences have not been adopted in WA state or the City of Gig Harbor.

In an effort to protect the public, encourage sustainable development, and control the costs of fire protection and hostile fires on the Gig Harbor community, this ordinance will require the installation of fire sprinkler systems in all newly constructed buildings having an un-separated fire area of 5000 square feet or more; and in remodeled buildings where the project

results in creation of an un-separated fire area of 5000 square feet or more regardless of the use or occupancy type. For the purposes of area separation the ordinance refers to the fire barrier requirements of the *International Fire Code* (IFC) for creation of separate buildings for fire flow purposes which include fire resistant rated construction without openings. Sprinkler systems shall be installed in accordance with the IFC which specifies system design based on the use of the structure referring to National Fire Protection Association Standards – NFPA 13D systems for dwellings; 13R systems for multi-family and itinerant residential facilities; and 13 systems for all other occupancies.

Similar ordinances are in effect in communities around the State including Shoreline, Olympia, Redmond, Kirkland, Bellevue, Mercer Island, Edgewood, Bonney Lake, Lakewood and College Place among others. And with the growing emphasis placed on sprinkler protection in the codes and WA Survey and Rating Bureau requirements, and the State Building Code Council's move to provide communities with a prescriptive path for adoption of local residential sprinkler requirements the number of communities requiring sprinkler systems is expected to continue to rise.

FISCAL CONSIDERATION

There is no direct cost to the City for passage of this ordinance. While additional staff time will be required for review and inspection of an increased number of fire protection system installations existing staff should be capable of performing these functions at the present time and workload level.

There will be some increase in the cost of construction as a result of this ordinance. Recent figures put the construction cost for a commercial NFPA 13 system at approximately \$2.50 per square foot and residential 13D systems in the \$1.85 per square foot range. It is anticipated that the additional cost will be recovered over the life of the building through insurance rate reductions and tax deductions. System installation will also benefit building owners financially by increasing flexibility in use of structures as model code sprinkler requirements expand to cover more occupancy types.

BOARD OR COMMITTEE RECOMMENDATION

The Building Code Advisory Board considered this ordinance at their June 21, 2011 meeting and voted to recommend approval of the ordinance. The City Council Planning and Building Committee also considered the ordinance at their August 1, 2011 meeting and recommended passage. And the Board of Commissioners for Gig Harbor Fire and Medic One considered the ordinance at their August 22, 2011 meeting and offered their support for the ordinance.

RECOMMENDATION / MOTION

Move to: Adopt Ordinance XXXX establishing requirements for installation of fire sprinkler systems in new and enlarged buildings having an un-separated fire area of 5000 square feet or more.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION; REQUIRING FIRE SPRINKLER INSTALLATION IN ALL NEW AND ENLARGED BUILDINGS WHERE THE UNSEPARATED FIRE AREA CONTAINED WITHIN THE BUILDING EXCEEDS 5,000 SQUARE FEET; ADDING A NEW SECTION 15.08.0831 GHMC (INTERNATIONAL BUILDING CODE SECTION 903.2); ADDING NEW SECTIONS 15.10.085 AND 15.10.087 GHMC (INTERNATIONAL RESIDENTIAL CODE APPENDIX R AND APPENDIX S); AND AMENDING SECTION 15.16.160 GHMC (INTERNATIONAL FIRE CODE SECTION 903.2); PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, fire sprinkler systems are proven to protect lives and property from damage by fire; and

WHEREAS, fire sprinkler systems can reduce the cost of fire protection infrastructure by reducing the fire flow demand for extinguishing structure fires; and

WHEREAS, fire sprinkler systems have been proven to protect the environment by reducing the air and water pollution resulting from structure fires and reducing the amount of debris disposed of in landfills; and

WHEREAS, fire sprinkler systems protect the City's economic infrastructure by reducing fire damage to homes and businesses that disrupt business continuity, and displace local residents; and

WHEREAS, the City finds that the amendments contained herein are desirable to protect the public; Now, therefore

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON
ORDAINS AS FOLLOWS:

Section 1. A new section 15.08.0831 is added to the Gig Harbor Municipal Code to read as follows:

15.08.0831 Amendment to IBC Section 903.2.

Section 903.2 of the IBC is amended to read as follows:

Section 903.2 Where required. An approved automatic sprinkler system shall be installed in all new buildings and structures regardless of type or use, having a gross, unseparated fire area of 5,000 square feet or more; and in all altered buildings where the alteration creates a gross, unseparated fire area of 5,000 square feet or more. Approved automatic sprinkler systems shall be provided in the locations described in Sections 903.2.1 through 903.2.12. For the purposes of this section, separation of fire areas shall be as described in *International Fire Code* Section B 104.2.

Section 2. A new section 15.10.085 is added to the Gig Harbor Municipal Code to read as follows:

15.10.085 Dwelling Unit Fire Sprinkler Systems.

WAC 51-51-60105, *International Residential Code*, Appendix R is adopted to provide technical details for installation of sprinkler systems in residential construction exceeding 5,000 square feet in gross, unseparated floor area. For the purposes of this section, separation of fire areas shall be as described in *International Fire Code* Section B 104.2.

Section 3. A new section 15.10.087 is added to the Gig Harbor Municipal Code to read as follows:

15.10.087 Fire Sprinklers.

WAC 51-51-60107, *International Residential Code*, Appendix S is adopted and amended to read as follows:

AS107.1 Fire Sprinklers. An approved automatic fire sprinkler system shall be installed in new and enlarged one-family and two-family dwellings and townhouses exceeding 5,000 square feet in gross, unseparated floor area. For the purposes of this section, separation of fire areas shall be as described in *International Fire Code* Section B 104.2.

Section 4. Section 15.16.160 of the Gig Harbor Municipal Code is amended to read as follows:

15.16.160 Amendment to IFC Section 903.2.

PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

August 26, 2011

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98335

Honorable Mayor Hunter and Members of the City Council,

This letter includes comments from the Master Builders Association of Pierce County (MBA) in regards to proposed Fire Sprinkler ordinance that is currently scheduled to appear before the Gig Harbor City Council in the month of September. On behalf of the MBA, thank you for your consideration of these comments.

MBA would like to address a few points that should be kept in mind while considering this ordinance. The current draft of the ordinance requires fire sprinklers to be installed in any new, or expanded, building that is 5,000 square feet or more, regardless of use. While the MBA does feel that homeowner safety is a paramount issue within a community, we however, feel that current code requirements for hardwired smoke alarms does an ample job of protecting against fire without the additional requirement to install fire sprinklers. We do not oppose home fire sprinkler technology, or the voluntary installation of these fire suppression systems. However, we do oppose the mandatory installation of them for a number of reasons. The following are several significant concerns we see with the mandatory instillation of fire sprinklers:

- Changes in residential construction technology, improved building code requirements-especially for electrical and smoke alarms systems, as well as consumer behavior and the concerted efforts of fire fighter, home builders and other safety advocates, have caused the number of fatal fires has dropped dramatically in the last 20 years. This trend continues and this is even more impressive given the significant growth in both the population and housing stock.
 - From 1979-2003 the fire death rate per million persons from house fires has dropped more than 58%. That trend will continue as more new housing stock is constructed and especially as maintenance of smoke alarms by home occupants is improved.
 - Based on a 2006 US Fire Administration study 88% of the fatal fires in single family home between 2001-2004 occurred where there were no working smoke alarms. The same study showed that only 3.7% of residential fire deaths were reported as occurring in homes with working smoke alarms. The problem is not homes without sprinklers; the problem is homes without working smoke alarms.
 - When asked in a survey of 800 likely voters by Public Opinion strategies if fire sprinklers should be required in new homes, and overwhelming 89% of consumes said that smoke detectors already do an adequate job protecting them in their homes and 28% do not want sprinklers at all, even if they were provided free of charge.
-

- In August of 2006 the National Association of Home Builders Research Center surveyed home builders in jurisdictions where fire sprinklers have been mandated across the country. The survey results from over 1500 installations in homes on public water systems in jurisdictions other than Scottsdale, AZ, show that the costs of residential fire sprinklers is on average \$2.66 per square foot. The cost can also range as high as \$6.88 per square foot.
- Even using a conservative cost of \$2 per square foot for a 5,000-square-foot house would mean the fire sprinkler system alone would cost \$10,000. This is compared to the installation of a whole-house interconnected smoke alarm system which cost approximately \$50 per alarm. It is also said that for every \$1,000 added to the price of a home another 250,000 potential home buyers are forced to the sidelines. Do not deny these possible buyers for requirements that are not necessary.
- Gig Harbor needs to determine and thoroughly consider what the true total cost to home buyers will be in their own community (including additional fees charged by water purveyors, and/or the cost of having to install larger water meters, which may be significant) and what your constituents will pay collectively, before making any decision to mandate sprinklers.
- Requiring fire sprinklers will not decrease taxes or fees and has a negligible effect on insurance rates resulting in almost no payback, if any. For example, at a very conservative installed cost estimate of \$1.50 per sq/ft in a 2300 sq/ft home with an annual property insurance premium of \$1000, it would take approximately 35 years even for a 10 percent discount to pay for a system that will most likely never be needed. That does not take into account maintenance costs incurred over that same period
- Fire sprinklers are not likely to affect fire department staffing levels or the number of fire stations a community may need because in most jurisdictions, staff and facilities are necessary for quick response to EMS calls. Currently, fire fighters spend only about an average of 3% of their time on residential fire fighting activity. Adding fire sprinklers to new homes will not reduce fire departments staffing or equipment needs.

While the MBA acknowledges that homes of 5,000 square feet, or greater, are of substantial size, we have to disagree with the requirement of installing fire sprinklers in these homes on principal. No home should be required to install fire sprinklers, no matter what the size is. These requirements should not pertain to residential construction for several reasons, some of which were included above. Please keep these reasons in mind while considering this ordinance.

Thank you once again for your consideration of these comments. If you have any questions feel free to contact myself of Tiffany Speir, Government Affairs Director, at 253-272-2112 ext. 106 or 105, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawn Hoey', with a long horizontal line extending to the right.

Shawn Hoey
Government Affairs Associate

CC: Timothy Payne, Council Member
Steven Ekberg, Council Member
Derek Young, Council Member
Jim Franich, Council Member
Ken Malich, Council Member
Paul Conan, Council Member
Paul Kadzik, Council Member
Dick Bower, Building Official/Fire Safety Director
Molly Towslee, City Clerk

Bower, Dick

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Thursday, August 25, 2011 2:03 PM
To: Bower, Dick
Subject: RE: Fire Sprinkler Ordinance

Thanks for checking in with Tim.

For my initials on the council bill you can hand-write in "Approved by e-mail" and that should do it. If it turns out information from Tim changes things, we can update then. Thanks.

--Angela

From: Bower, Dick [mailto:BowerD@cityofgigharbor.net]
Sent: Thursday, August 25, 2011 1:07 PM
To: Angela S. Belbeck
Subject: RE: Fire Sprinkler Ordinance

Hi Angela-

That's a good question. Throughout the TAG and BCC process it was my understanding that both appendices could be adopted locally with only BCC review to assure the local ordinance doesn't make significant, more restrictive changes to the appendices as they apply to one and two-family dwellings. The intent was to limit the BCC's ability to "veto" a locally adopted residential sprinkler requirement that is consistent with the prescriptive requirements, as was often the case before this amendment went into effect. I don't believe the intent was to allow adoption of S and require approval of R, which is really just the technical design requirements from NFPA 13D. I had intended to submit the approved ordinance for their review based on my understanding of the implementation process of the BCC. I have a call in to Tim Nogler the BCC manager to be sure I have it right and will let you know what I find out.

I made the other changes you suggested and I would like to pass it on first reading if that's possible and the Council so sees fit. I've attached the revised versions for your info and if you're good with it beyond the BCC process, possibly initials on the council bill. Thanks for your quick review and comments.

Dick J. Bower, MS, CEM, ACO
Building/Fire Safety/Emerg. Mgmt. Dir.
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851.6170
bowerd@cityofgigharbor.net

"Dedicated to public service through teamwork and respect for our community."



From: Angela S. Belbeck [mailto:abelbeck@omwlaw.com]
Sent: Thursday, August 25, 2011 12:31 PM
To: Bower, Dick
Subject: RE: Fire Sprinkler Ordinance

Towslee, Molly

From: Karlinsey, Rob
Sent: Monday, September 12, 2011 1:52 PM
To: Conan, Paul; Ekberg, Steve; Franich, Jim; Hunter, Chuck; Ken1barb@harbornet.com; Paul Kadzik; Payne, Tim; Young, Derek
Cc: Towslee, Molly; Bower, Dick
Subject: FW: Opposition to Sprinkler Ordinance

[See below.](#)

From: Tim Attebery [\[mailto:tattebery@agcwa.com\]](mailto:tattebery@agcwa.com)
Sent: Monday, September 12, 2011 8:43 AM
To: Karlinsey, Rob
Subject: Opposition to Sprinkler Ordinance

Rob,

Thanks for talking with me today. I would like to officially add our name to the list of folks opposed to the sprinkler ordinance tonight.

Our association represents a good portion of the public works and commercial general contractors and subcontractors in Washington State. The ordinance being discussed is bad public policy.

Tim Attebery, Southern District Manager
Associated General Contractors of Washington

DONKEY CREEK HOLDINGS, LLC

PO Box 245
Gig Harbor, WA 98335

(253) 851-9309
FAX (253) 851-6475

September 12, 2011

City of Gig Harbor
Mayor and City Council
3510 Grandview Street
Gig Harbor, WA 98335

RE: PROPOSED FIRE SPRINKLER SYSTEM ORDANICANCE

Mayor and City Council:

The proposed fire sprinkler ordinance is unduly restrictive and provides further challenges to business in our struggling economy. Certainly the ordinance is well intended, but the reality is that costs will far exceed any benefits. The staff report overstated the benefits, while numerous drawbacks are overlooked.

ECONOMIC DEVELOPMENT - As the economy continues to be challenged, adopting this costly, far reaching requirement would be yet another burden to business. Throughout the City, buildings sit vacant, and should this ordinance be adopted the situation would only become worse. In many cases it would cost tens of thousands of dollars extra before a business could open.

EXISTING BUILDINGS - Adding a sprinkler system to a building where one had not been originally designed can be exceptionally costly, a fact not addressed in the staff report.

CONSIDERATION OF USE - Some uses do and should require fire sprinklers, however most are well protected by a monitored fire alarm system. Consideration of such a requirement of buildings with occupancy may have merit, such as a public place of assembly or multifamily housing. A warehouse full of raw materials, vehicles, or offices is more than sufficiently protected by a monitored fire alarm system.

INSURANCE SAVINGS – These benefits are grossly overstated. The actual savings would be little to nonexistent. (see attached email) Requirements to receive a Sprinkler Credit against insurance premiums are extensive and ultimately don't offset the efforts required to obtain certification by the rating agency.

MAINTENANCE COSTS- Significant expense related to maintaining sprinkler systems was not addressed in the staff report. Commercial systems in our buildings cost over \$600 per building for required annually inspections, while the five year internal inspections run over \$1,100 per building. Additionally, unscheduled system maintenance adds up, and there are backflow preventers requiring annual tests at around \$50 each.

MINIMUM AREA - 5000 sq. ft. is entirely too restrictive. Consideration of uses makes far more sense. A case could be made for this requirement in larger areas, such as twice the proposed size.

TRIGGER- The requirement of “all new and remodel construction where the un-separated fire area meets or exceeds five thousand (5000) square feet” is casting a devastatingly wide net across the City. The smallest of improvements could trigger this requirement. Consideration should be given to the value of the alterations over a given period of time, rather than lowering the hammer for a minor tenant improvement.

In summary, we are strenuously opposed to any ordinance that has such minor triggers, takes no consideration of uses, imposes massive financial burdens on businesses with little benefit to anyone, and further impairs our economic recovery.

Sincerely,



Michael Perrow

Attachment: Email from Bret Heilesen, Propel Insurance

From: Brent Heilesen
Sent: Friday, September 09, 2011 3:24 PM
To: Michael Perrow
Cc: Wade Perrow
Subject: RE: Fire Sprinklers

Timely email as I was working on something similar to this earlier this afternoon.

Most insurance companies rate building insurance based on the information given by the Washington Surveying and Rating Bureau <http://www.wsrb.com/>
In order to qualify for a sprinkler credit, a building owner needs to get the WSRB to certify the building. I have not done this in quite awhile, but understand it is a somewhat difficult task, to include having an engineer to review the as built drawings and field verify the sprinkler system, etc. Lots of buildings with sprinkler systems never get certified because of the red tape involved. Again, most insurance carriers will not give you a sprinkler credit w/o the sprinkler certification from this group.

I just spoke with one of my property underwriters and she said it would be fair to ballpark the property insurance rates for a commercial office building at between 7-20 cents per \$100 of value for building w/o sprinklers. The sprinkler credit is again around 10% of the property premium. So real life example.

Commercial Office Building 5000 sq' @150 / sq' = \$750,000.
Insurance on \$750,000 building w/o sprinklers would range between:

\$0.07 / hundred = \$525 Sprinkler Credit @10% = \$52.50 / year
\$0.15 / hundred = \$1,500 Sprinkler Credit @10% = \$150 / year

Add to the above that most carriers include a provision on sprinkled buildings that requires the building owner and tenant to maintain the sprinkler systems at all times. If the system is brought down for maintenance / repair / other and the carrier is not notified and proper steps taken to ensure continuity of fire preventative measures, the property insurance may be VOID!!!!!! Check out the attached article...

Hope this helps and good luck in the meeting. What an absurd proposal.

Brent

Brent Heilesen
Propel Insurance
253.310.4016 Direct

Subject: Proposed Zoning Code Text Amendment – Performance-Based Height Exceptions for Private Schools.

Proposed Council Action: Move to place text amendment on the Planning Commission's work program for the fall of 2011 to be reviewed concurrently with downtown parking.

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Senior Planner



For Agenda of: September 12, 2011

Exhibits: Application

Initial & Date

Concurred by Mayor:

CLH

Approved by City Administrator:

ROK

Approved as to form by City Atty:

EMAIL

Approved by Finance Director:

N/A

Approved by Department Head:

TD 9/6/11

Expenditure Required	Amount Budgeted	Appropriation Required
0	0	0

INFORMATION/BACKGROUND

On June 21, 2011, St. Nicholas Catholic Church and School submitted an application for a zoning code text amendment to include private primary and secondary schools in the uses eligible for performance-based height exceptions for gymnasiums and performing arts related facilities. A copy of the application is enclosed.

The Council is now asked to determine if the text amendment shall be reviewed by the city. The Council could either send the amendment to the Planning Commission for review or decide to directly consider the amendment, bypassing the Planning Commission, and send it to the Planning and Building Committee for a recommendation.

The Planning and Building Committee recommended that the amendment be reviewed by the Planning Commission. Planning staff believes the amendment could be reviewed concurrently with the downtown parking issues the Planning Commission is currently reviewing. If the City Council places the amendment on the Commission fall work program, staff expects that the amendment would be reviewed in October and November.

The performance-based height exception permit process was enacted in 2004 for water tanks, transmission line towers, fire training towers and athletic field lighting. The process was later amended in 2005 to allow public schools in the PI district to apply for a performance-based height exception for gymnasiums and performing arts related facilities.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. The general criteria for approval of a zoning text amendment are whether the proposed

amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). The applicable land use policies and codes are as follows:

A. Gig Harbor Municipal Code:

17.67.010 Intent of the Performance-Based Height Exceptions and Height Exemptions Chapter.

This chapter is intended to identify those structures and uses for which standard height limits are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions. (Ord. 988 § 1, 2005; Ord. 950 § 1, 2004).

BOARD OR COMMITTEE RECOMMENDATION

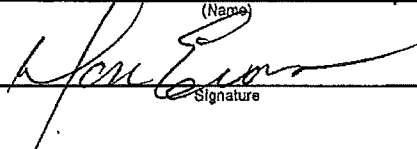
At their August 1, 2011 meeting, the Planning and Building Committee recommended that the text amendment be reviewed by the Planning Commission concurrently with the downtown parking review.

RECOMMENDATION / MOTION

Move to place text amendment on the Planning Commission's work program for the fall of 2011 to be reviewed concurrently with downtown parking.

CITY OF GIG HARBOR APPLICATION	CITY USE ONLY
<input checked="" type="checkbox"/> Zoning Code Text Amendment <input type="checkbox"/> Area-Wide Zoning Map Amendment	Date Received: <u>ZONE - 11.0005</u> By: _____ Receipt # <u>3,550.W</u> By: _____

Name of project / proposal: St. Nicholas

Applicant: <u>Don Evans, Parish Adm.</u> <small>(Name)</small> <u>3510 Rosedale St. NW</u> <small>Street Address</small> <u>Gig Harbor, WA 98335</u> <small>City & State</small> Owner: <u>Archdiocese of Seattle</u> <small>(Name)</small> <u>910 Marion St.</u> <small>Street Address</small> <u>Seattle, WA 98104-1299</u> <small>City & State</small> (We): <u>Don Evans, Parish Adm.</u> <small>(Name)</small>  <small>Signature</small> <u>4/21/11</u> <small>Date</small>	Property Location (for map amendment): Address: _____ Section: _____ Township: _____ Range: _____ Assessor's Tax Parcel Number: _____ Full Legal Description (attach separate sheet if too long) <div style="text-align: center; border: 1px solid black; padding: 5px; transform: rotate(-15deg);"> RECEIVED CITY OF GIG HARBOR JUN 21 2011 COMMUNITY DEVELOPMENT </div> Acreage or Parcel Size _____ Utilities: 1. Water Supply (Name of Utility if applicable) a. Existing: _____ b. Proposed: _____ 2. Sewage Disposal: (Name of Utility if applicable) a. Existing: _____ b. Proposed: _____ 3. Access: (name of road or street from which access is or will be gained.)
--	--

For Map Amendments:
 Current Zoning District: _____ Requested Zoning District: _____

Existing land use: Describe (or Illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.

Don Evans
3510 Rosedale St. NW
Gig Harbor, Washington 98335
253-851-8850

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

June 21, 2011

RECEIVED
CITY OF GIG HARBOR
JUN 21 2011
COMMUNITY
DEVELOPMENT

To whom It may concern:

St. Nicholas Catholic Church and School requests the attached amendment to the Gig Harbor Municipal Code and specifically to GHMC 17.67.020 (5) and 17.67.075 Performance-Based Height Exceptions and Height Exemptions.

GHMC 17.67.020 permits approvals of performance-based height exceptions to school gymnasiums, but limits those gymnasiums to public schools:

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

....

5. Gymnasiums and performing arts-related facilities for schools in a public institutional (PI) district that are approved by the superintendent of public instruction;

Because St. Nicholas is a private, Catholic school, it would appear that subsection five of the performance-based height would not apply to St. Nicholas. We understand that subsection five was originally proposed by the Peninsula School District and particularly related to the construction of Harbor Heights Elementary School. We also understand that the City wants to limit such exceptions.

While we appreciate the City's intent to limit the exception, we believe the present limitation is unnecessarily restrictive and ask that it be evenly applied to all primary and secondary schools, including St. Nicholas. After speaking with City planning staff, we believe the attached legislative proposal offers a simple way in which this can be achieved.

Thank you in advance for your consideration of this matter.

Sincerely


Don Evans

St. Nicholas Parish Administrator

Chapter 17.67

PERFORMANCE-BASED HEIGHT EXCEPTIONS AND HEIGHT EXEMPTIONS

Sections:

- 17.67.010 Intent.
- 17.67.020 Applicability – Performance-based height exceptions.
- 17.67.030 Applicability – Height exemptions.
- 17.67.040 Complete application.
- 17.67.050 Permit type.
- 17.67.060 Review criteria.
- 17.67.070 Special review criteria for athletic field lighting.
- 17.67.075 Special review criteria for school facilities in the PI (public institution) district.
- 17.67.076 Special review criteria for museums.
- 17.67.080 Duration of approval and expiration.

RECEIVED
CITY OF GIG HARBOR
JUN 21 2011
COMMUNITY
DEVELOPMENT

17.67.010 Intent.

This chapter is intended to identify those structures and uses for which standard height limits are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions. (Ord. 988 § 1, 2005; Ord. 950 § 1, 2004).

17.67.020 Applicability – Performance-based height exceptions.

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
2. Transmission line towers;
3. Fire training towers;

4. Athletic field lighting;

5. Gymnasiums and performing arts-related facilities for primary and secondary schools in a public institutional (PI) district that are approved by the superintendent of public instruction;

6. Museums.

B. Performance-based height exceptions are prohibited for the following:

1. Communications facilities regulated by Chapter 17.61 GHMC;

2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;

3. All new structures within the view sheds of a significant vista, as identified on the city of Gig Harbor visually sensitive areas map. (Ord. 1033 § 1, 2006; Ord. 988 § 2, 2005; Ord. 950 § 1, 2004).

17.67.030 Applicability – Height exemptions.

The following structures are exempt from the height restrictions of this title:

A. Traffic lights and signals;

B. Light standards installed on street rights-of-way;

C. Flagpoles that display flags of a political subdivision;

D. Height exemptions are prohibited for communications facilities designed to look like any of the above, which are regulated under Chapter 17.61 GHMC, Communication Facilities. (Ord. 950 § 1, 2004).

17.67.040 Complete application.

An application for a performance-based height exception shall contain seven copies of the following information:

A. The title and location of the proposed project, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

B. A written description addressing the scope of the project, the use of the site, and the nature and height of the proposed structures;

C. Color, type, model and specification of all proposed structures. Include the area of illumination and intensity of lighting in footcandles for athletic field lighting;

D. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site;

E. Site plans drawn to a scale no smaller than one inch equals 30 feet showing location and size of uses, location of proposed and existing structures, critical areas and wetlands, buffer areas, proposed areas of disturbance or construction outside of the building and structure footprint, yards, open spaces and landscaped areas and any existing structures, easements and utilities;

F. Cross sections of proposed structures and topographic information;

G. A written statement of justification for granting the exception pursuant to the requirements of GHMC 17.67.060, 17.67.070, and 17.67.075, if applicable;

H. All application requirements of GHMC 19.02.002. (Ord. 1197 § 41, 2010; Ord. 988 § 3, 2005; Ord. 950 § 1, 2004).

17.67.050 Permit type.

A performance-based height exception is a Type III permit. (Ord. 950 § 1, 2004).

17.67.060 Review criteria.

Except for review occurring under GHMC 17.67.075 or 17.67.076, the applicant shall demonstrate that the following criteria for approval of the exception have been satisfied:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use; and

B. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by such measures as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Using color or material to blend the structure into the surrounding environment;

3. Screening the structure with vegetation;

4. Avoidance, to the extent possible, of light trespass onto adjacent properties. (Ord. 1033 § 2, 2006; Ord. 988 § 4, 2005; Ord. 950 § 1, 2004).

17.67.070 Special review criteria for athletic field lighting.

In addition to the criteria specified in GHMC 17.67.060, the applicant for an exception for athletic field lighting shall demonstrate that the following criteria for approval of the exception have been satisfied:

- A. Athletic field light fixtures to be installed are a "shoebox" style and downward-directional; and
- B. Both fixtures and poles are painted black, brown or dark green. (Ord. 950 § 1, 2004).

17.67.075 Special review criteria for school facilities in the PI (public institution) district. Because primary and secondary schools in the PI (public institution) district may have different visual impacts than other smaller-scale structures listed under GHMC 17.67.020, the applicant shall demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.076:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual*; and

B. Increased height in no wise exceeds:

1. Forty-five feet above natural grade as measured under the provisions of GHMC 17.99.370(D); and

2. Fifty-six feet above natural grade at the lowest point of the building footprint.

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties;

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new structures on the site. (Ord. 1033 § 3, 2006; Ord. 988 § 5, 2005).

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

17.67.076 Special review criteria for museums.

Museums may require height in excess of other uses to preserve and display large historical artifacts and to provide public viewing areas. The height exception for museums shall be limited to artifact display. The applicant must demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or 17.67.075:

A. The museum must provide regular, frequent, and ongoing public access to exhibits; and

B. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual*; and

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;
2. Avoidance, to the extent possible, of light trespass onto adjacent properties;
3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new or remodeled structures on the site. (Ord. 1033 § 4, 2006).

* Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

17.67.080 Duration of approval and expiration.

The duration of performance-based height exception approvals and expirations shall be governed by GHMC 19.02.008. (Ord. 1197 § 42, 2010; Ord. 950 § 1, 2004).