

Gig Harbor City Council Meeting

**April 23, 2012
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, April 23, 2012 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes April 9, 2012.
2. Liquor License Action: a) Renewals: Walgreens, Anthony's, Kelly's, Tanglewood Grill, Bistro Satsuma; b) New Application: Heritage Distillery.
3. Receive and File: a) Minutes of Workstudy Session of April 5, 2012; b) Minutes of Parks Commission Meeting March 7, 2012.
4. Second Reading of Ordinance No. 1238 – Side Yard Setbacks in the Historic District.
5. Pierce County Metro Canine Unit Services Agreement.
6. Marketing Video Consultant Services Contract.
7. Jerisich Dock Improvements – Consultant Services Contract/Sitts and Hill.
8. Resolution No. 898 - Closed Record Decision Harbor Hill Div.1A Final Plat/PRD (PL-FPLAT-12-0001, PL-FPRD-12-0001).
9. Dedication of Right-of-Way for Harbor Hill LLC and OPG Properties LLC.
10. 56th St/Point Fosdick Drive Improvement Project – Construction Contract Authorization, Change Order Authority, Consultant Services Contract Amendment #1 (DEA), Consultant Services Contract (CTL).
11. Resolutions (3) to apply for RCO Grants for the Play Structure at City Park and a Property Acquisition on Harborview Drive.
12. Consultant Services Contract for RCO Grant Writing Services – AJO Consulting.
13. Approval of Payment of Bills Apr. 23, 2012: Checks #69467 through #69576 in the amount of \$361,391.17.

PRESENTATIONS:

Crescent Creek Playground Project Update – Stephanie Payne.

OLD BUSINESS:

NEW BUSINESS:

1. First Reading of Ordinance – Harbor Hill Div.1A Rezone to PRD.
2. First Reading of Ordinance – Compensation for Municipal Judge.

STAFF REPORT:

Peninsula School District Proposed Elementary School – Harbor Hill Drive.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

Nomination to the Pierce Transit Authority Board of Commissioners.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Downtown Planning & Visioning: Wed. Apr 25th at 4:00 p.m.
2. City Council Special Meeting: Mon. Apr 30 at 5:30 p.m.
3. Joint City Council / Park Commission Worksession: Wed. May 2 at 5:30 p.m.
4. Council Retreat: Fri. May 11th at 8:30 a.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – April 9, 2012

PRESENT: Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne, and Kadzik and Mayor Hunter.

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

WELCOME: Mayor Hunter introduced the new City Administrator, Dennis Richards.

CONSENT AGENDA:

1. Approval of City Council Minutes March 26, 2012.
2. Correspondence / Proclamations: a) Parks Appreciation Day; b) Earth Day 2012.
3. Liquor License Action: a) Special Occasion - Greater Gig Harbor Foundation; b) Application – Discovery Village.
4. Receive and File: a) Boards and Candidate Review Committee Minutes March 26, 2012; b) Salary Commission Minutes March 21, 2012; c) Gig Harbor Boatyard Annual Report.
5. Appointment to the Arts Commission.
6. Appointment to Building Code Advisory Board.
7. Appointment to the Design Review Board.
8. Appointments to the Parks Commission.
9. Reappointments to Salary Commission.
10. Resolution No. 897 – Surplus Appliances.
11. Austin Estuary Restoration Project – Construction Testing Services / Construction Testing Laboratories.
12. Tides Tavern Shed License Agreement Amendment.
13. Skansie Netshed Lease Agreement – Coastal Heritage Alliance.
14. Approval of Payment of Bills Apr. 9, 2012: Checks #69362 through #69466 in the amount of \$605,791.51.
15. Approval of Payroll for March: Checks #6455 through #6472 and direct deposits in the total amount of \$318,209.05.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Young – unanimously approved.

Councilmember Kadzik recognized the re-appointed and newly appointed volunteers to the city's boards and commissions: Nick Tarabochia, Art Commission; Brett Desantis, Building Code Advisory Board; and Neil Sampson, Arts Commission.

PRESENTATIONS:

Parks Appreciation Day – Gig Harbor Parks Commission. Chair of the Parks Commission, Nick Tarabochia, accepted the proclamation and spoke briefly about the importance of the Parks Appreciation Day which he characterized as a “feel-good event” for all.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Side Yard Setbacks in the Historic District. Senior Planner Jennifer Kester presented the background information on this ordinance that would provide more flexibility on the placement of side setbacks / view corridors on wide lots.

Mayor Hunter opened the public hearing at 5:40 p.m. No one came forward to speak and the hearing closed.

Ms. Kester addressed Council questions. This will return at the next meeting on the Consent Agenda at Council's direction.

2. Proposed Amendment to 2012 Marketing Budget. Marketing Director Laureen Lund presented this request by the Lodging Tax Advisory Committee to use money set aside in the Reserve Fund for increased advertising in an effort to increase hotel stays. She and Councilmember Young, Council liaison on the LTAC, addressed Council questions regarding the proposal.

Sue Braaten, 8802 Randall Drive. Ms. Braaten, owner of the Best Western Wesley Inn and member of the LTAC, voiced her strong support of the proposed budget amendment. She explained that the purpose of the proposed billboard advertisement is to make people aware that they are in Gig Harbor when they cross the Narrows Bridge. She said that the increased advertising will help get more people to spend the night which will benefit restaurants, the museum, and shops.

When asked how they determine where visitors find out about the hotel, Ms. Braaten explained that tracking is difficult, and that 60% of the bookings come online. She stressed that the exposure has to be there in order for people to be aware of the facilities. She said they would like to continue to market Gig Harbor for meetings and conferences.

Mona Sorensen – 305 34th Ave NW. Ms. Sorensen, Manager at Inn at Gig Harbor, also said that any media advertisement is beneficial, emphasizing the need to get people to come and stay in the hotels. She too addressed the question of tracking by explaining that they market particular groups and so they know the results of that effort. Ms. Sorensen said that staff members ask the question "*What brought you to Gig Harbor?*" but since most bookings nowadays are made through mobile devices, it makes it difficult to track. She said that she is hoping that the budget amendment will produce trackable results; it will show in an increase in stays that they themselves did not market.

MOTION: Move to approve and authorize the use of funds in the amount of \$73,000. **Kadzik / Malich** – unanimously approved.

STAFF REPORT:

City Administrator Rob Karlinsey said that he had spent several hours with the new City Administrator, Denny Richards, to help indoctrinate him to the position.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Farewell to Rob Karlinsey. Mayor Hunter praised Rob Karlinsey for all he had accomplished over the past five years. He described Rob as a knowledgeable, conscientious, high energy person who gives 100% and is good at completing projects. Mayor Hunter said that the job in Kenmore is a great career move for Rob and wished him the best of luck.

Rob introduced three members of his Scout Troop 244 present in the audience, as well as his wife Michelle, sons Ben, Ethan and Seth, and daughter Grace. He continued to say that Gig Harbor is an amazing community; the people here are engaged; they know what have and take care of it. He said that the city has "texture" which has made the job fun.

Rob thanked Mayor Hunter for the opportunity to serve, saying that the Mayor, essentially a volunteer, puts in many hours and truly cares for the community. Rob then thanked the City Council for caring for the health and morale of the community. He described them as engaged, sophisticated, and caring.

Recognizing his co-workers, Rob said that we have a great, professional group working for the city who all wants to make a contribution. He finalized by thanking his wife Michelle and his family for their support over the years.

Councilmember Kadzik remembered Rob's energy during the interview process, adding that he fulfilled the duties of the position and made a difference.

Peter Stanley spoke up saying that the Council and Rob have worked together with a performance and respect that he hasn't seen in the past which has made a difference in the town. He praised Rob for his sense of perspective and humor, saying he would be missed.

Councilmember Ekberg also spoke of the enthusiasm and energy that Rob brought to the city and to the many projects that needed direction. He said that quality people often move on and wished him well in his new position.

Councilmember Malich said how much he appreciated how Rob kept the Council informed, his kindness and concern for the community, and the good work he has done. He wished Rob good luck in Kenmore.

Councilmember Payne says one phrase sums it up: "BB16," the term that Rob coined for the complicated Burnham/Borgen/Highway 16 project. He spoke of Rob's energy, enthusiasm,

perspective, and fairness. The legacy that Rob leaves for his boys and for the city is of a good, decent, and professional man.

Councilmember Perrow commented that Rob's enjoyment for the work he does shines through. He then recognized Ben Karlinsey (Rob's son) for the work on the bridge at Wilkinson Park.

Councilmember Young echoed these comments and then thanked Rob for the times that they disagreed and how he managed the difficult times. He said that Rob's flexibility, give and take, and ability to make his case was a positive trait that has earned him respect.

Councilmember Guernsey said that Kenmore is very lucky, and Rob will be a tough act to follow. She thanked him for the opportunity to work together albeit such a short time.

Councilmember Perrow talked about the upcoming Parks Appreciation Day. He said that they expect more than 300 people and invited others to come and participate. He then announced that John Oldham, Peninsula Communities of Faith, is holding a joint meeting on Wednesday from 9-11 at the Sehmel Homestead Park to discuss derelict homes. He said he planned to attend the meeting and hoped that change will come about as a result of this partnering.

Councilmember Payne invited everyone to take a look at the greenhouse currently being built at Wilkinson Park. He said that the park is in beautiful shape and offers spectacular views of greenery and the pond. He then recognized the volunteer committee for the city park play structure that recently received a \$20,000 grant from PenMet Parks. He said the amount of support is now a little more than \$180,000.

Councilmember Young reported that the PCRC approved their transportation budget cycle and will implement it with a cap so that no jurisdiction can receive \$175,000 until all applicants have the basic effectiveness in combination with the required level of maintenance. Everyone should be able to obtain some funding for preservation of roads which would help the city with road maintenance.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Apr. 19th at 3:00 p.m.
2. Boards and Candidate Review Committee: Mon. Apr 23rd at 4:30 p.m.
3. Council Retreat: Fri. May 11th at 8:30 a.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i). In attendance: Mayor Hunter and Councilmembers, City Attorney Angela Belbeck, City Administrator Rob Karlinsey, and City Administrator Dennis Richards. No action expected to be taken after the session.

MOTION: Move to adjourn to Executive Session 6:37 p.m. for approximately twenty minutes for the purpose of discussing pending litigation per RCW 42.30.110(1)(i) and guild negotiations per RCW 42.30.140(4)(a).
Payne / Kadzik – unanimously approved.

MOTION: Move to return to regular session at 6:56 p.m.
Kadzik / Perrow – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 6:56 p.m.
Kadzik / Perrow – unanimously approved.

CD recorder utilized: Tracks 1002 – 1030

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 04/06/2012

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20120731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. WALGREEN CO.	WALGREENS #12910 4840 BORGEN BLVD NW GIG HARBOR WA 98332 6826	405890	GROCERY STORE - BEER/WINE
2. MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
3. G.T. ENTERPRISES LLC	KELLY'S CAFE AND ESPRESSO 7806 PIONEER WAY GIG HARBOR WA 98335 1133	400599	BEER/WINE REST - BEER/WINE OFF PREMISES
4. HINDQUARTER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO
5. JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUMA 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 4/03/12

UBI: 603-129-994-001-0001

License: 409322 - 6A County: 27
Tradename: HERITAGE DISTILLING COMPANY
Loc Addr: 3207 57TH STREET CT NW STE 1
GIG HARBOR WA 98335-7586

Mail Addr: 5114 POINT FOSDICK DR NW #277
GIG HARBOR WA 98335-1733

Phone No.: 202-320-7810 JUSTIN B STIEFEL

APPLICANTS:
HERITAGE DISTILLING COMPANY, INC.
STIEFEL, JUSTIN B 1975-02-28
STIEFEL, JENNIFER D (Spouse) 1975-09-27
KELLERMAN, DREW 1969-07-21
KELLERMAN, SARA (Spouse) 1969-05-07

Privileges Applied For:
CRAFT DISTILLERY

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

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

MINUTES OF WORK STUDY SESSION GIG HARBOR CITY COUNCIL – April 5, 2012

PRESENT: Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne and Mayor Hunter. Councilmember Kadzik was excused.

OTHERS PRESENT: City Administrator Rob Karlinsey, Finance Director Dave Rodenbach, City Engineer Stephen Misiurak, Senior Engineer Emily Appleton, and Parametrix consultants Jim Dugan and Shannon Thompson.

CALL TO ORDER: 5:17 p.m. Mayor Hunter announced that this is a work study session, and no public testimony would be taken.

DONKEY CREEK PROJECT UPDATE:

City Administrator Rob Karlinsey reported that on September 12, 2011, City staff was given direction from City Council to proceed with the design and permitting for the North Harborview One-Way Vehicle Bridge option. Mr. Karlinsey explained that the project is currently at 90% design, and using the 90% design plans and specifications, a cost estimate for construction was recently completed by an independent estimator in addition to the 90% cost estimate completed by Parametrix. Mr. Karlinsey reported that the costs have increased from what was estimated last year due to many factors primarily related to the complexity of the project permitting and design.

Parametrix consultant Jim Dugan presented a PowerPoint presentation that began by providing an overview of City Council's decision on September 12th with Council's key objectives identified as improve traffic circulation, restore fish habitat, and enhance connectivity between the museum and the park. Mr. Dugan explained that at the September 12th Council meeting, the project team presented findings and recommendations at 30% design for the Austin Street Improvements, the North Harborview Drive improvements, and the bridge/culvert option. At that time, Council directed the project team to collaborate with the Harbor History Museum regarding additional site improvements.

Mr. Dugan continued to address the Council and stated as of April 5, 2012, the 90% design is complete, 90% estimate of probably cost is complete, all permits have been submitted, and the project is on schedule for a summer/fall 2012 start of construction, if all permits have been issued. He explained that the project was very complex, requiring fourteen different state, federal and local permits within eight permitting agencies. He reported that the cost and funding analysis revealed an estimated total project cost at 90% was \$4,920,049 with total project available funding of \$3,566,000, creating a budget shortfall of \$1,354,949. Mr. Dugan discussed the comparisons between the 30% and 90% cost estimate and the primary areas of the increased cost to the project.

Mr. Karlinsey explained that city staff took a hard look at the project and scrubbed reductions to the project in the amount of \$130,000. He reported that even with the cost reductions,

there is still a \$1.2 million budget gap. He further stated that if it is the Council's desire to continue forward and build the project as directed last fall, additional funding sources will need to be identified over and above what is already identified. He discussed utilizing Stormwater funds from 2011-2013 in the amount of \$1,155,000, the Borgen LID project fund balance of \$140,000, freeing up some funds in the Water Capital in the amount of \$120,000 and Sewer Capital of \$225,000, and HBZ or Civic Center Debt Relief funds of \$740,000.

Option 2 / Partial Estuary Restoration was also discussed. Mr. Karlinsey stated that if it is Council's desire to stay within the current funding sources identified for the project, there is the option of reducing the scope for a partial estuary restoration. This option would daylight the creek from the water to as far as the funds would take it. Depending on where the daylighting terminated, a culvert section may need to be constructed to connect the pipe to the daylighted estuary. Re-design as well as re-submitting or significantly amending the permits would be required. This option would also require the City to return approximately \$260,000 of the \$1.461 million HUD grant funds that have been drawn down to date. Mr. Karlinsey said that the key benefit of the partial restoration option would mean keeping the door open for other project and needs elsewhere in the city. Another benefit would mean little or no disruption to the Finholm traffic and businesses.

Mayor Hunter expressed his concern about moving forward with a \$5 million project. He said that the City gambled and lost, explaining that the cost estimate at 30% is a far cry from the cost estimate at 90%. Mayor Hunter also expressed trepidation about future unknown construction costs, which could skyrocket, and place an undue burden on the tax payers. His opinion was to eliminate any further financial risk and reduce the scope of the project by going with Option 2. He requested that Council weigh all of the information presented this evening and make a decision in the next week or two.

Stephen Misiurak stated that he would be presenting a contract amendment to Council for city's design consultant Parametrix for additional out of scope design work, preparing the plans and specifications for bidding, and construction management services that were needed due to the short-handedness of city staff and complexity of the project. Council questioned how much this would be and Mr. Misiurak approximated the cost would be around \$340,000, which would include out of scope work completed to date and the costs to bring the plans from 90 to 100 percent including bidding support from Parametrix.

Council requested to see the funds that have been spent to date for Option 1 and Option 2 before they would make a decision. This should also include the repayment of the HUD grant funds.

The meeting adjourned at 7:15 p.m.

Respectively submitted,

Maureen Whitaker

**CITY OF GIG HARBOR
COMMITTEE OUTLINE MINUTES**

Parks Commission

Date: March 7, 2012 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Nick Tarabochia, Robyn Denson, Kyle Rohrbaugh and Stephanie Payne; Staff Members: Rob Karlinsey, City Administrator, Public Works Superintendent Marco Malich and Community Development Assistant Terri Reed.

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	Approval of February 7, 2012 Meeting Minutes	MOTION: Move to approve February 7, 2012 minutes as presented.
	<p>Commission Chair Tarabochia recognized Commissioner Denson for all the work that she has provided to the Parks Commission and thanked her for her service to the City.</p> <p>New Commission member Kyle Rohrbaugh was welcomed to the Parks Commission.</p> <p>City Administrator Karlinsey was given best wishes in his future employment with the City of Kenmore.</p>	Tarabochia / Denson - unanimously approved
OLD BUSINESS:		
Wilkinson Farm Park - Eagle Project Update	Ben Karlinsey gave an overview of the footbridge he built in Wilkinson Farm Park for his Eagle Scout Project.	
Sand Volleyball Courts Update	City Administrator Karlinsey explained that the Sand Volleyball group met with City staff regarding their lighting proposal. They were given direction from the City that this would be a pilot program (1 year) on a trial basis for lighting the courts between 7am and 9pm.	Commission Chair Tarabochia asked if temporary lights

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	had been considered.	
Old Burnham Road Properties Update	<p>City Administrator Karlinsey gave an update on the progress of acquiring these parcels from Pierce County. He explained that a transfer was in the works thanks to Michael Perrow and Terry Lee.</p> <p>Commission Chair Tarabochia asked if this could possibly be an extension for the Cushman Trail in the future.</p>	Staff will forward map of this area to the Parks Commission.
Sand Spit Update	City Administrator Karlinsey gave an update on the progress of acquiring the sand spit property. He explained that the City is asking that this be put into an authorization bill and that it does have the Coast Guard's support. The lighthouse's current lease with the Coast Guard (as an aid to navigation) expires in 2013.	
Crescent Creek Playground Project Update	Commission member Payne gave an update on the progress of the playground group. She went over the items on the matrix and asked Commission members for comments. Commission member Payne asked City Administrator Karlinsey about the possibility of using Park Impact Fees for this project, due to the urgency of getting the structure replaced.	City Administrator Karlinsey will forward Park Impact Fee information to the Parks Commission.
Parks Appreciation Day	Public Works Superintendent Malich discussed the Parks Appreciation Day planned park projects.	
NEW BUSINESS:		
Pickleball Courts	Public Works Superintendent Malich informed the Parks Commission that the tennis courts at Crescent Creek Park will be re-striped this summer to include lines for pickleball.	
PARK UPDATES	<p>Skansie Net Shed – Lita Dawn Stanton provided information regarding the City's lease of the net shed with Coastal Heritage Alliance who will be providing programming at this site.</p> <p>Commission Chair Tarabochia expressed his desire that the Parks Commission have a presence when a Commission recommendation goes before City.</p>	City Administrator Karlinsey asked that Derelict Boat Buoys and Future Buoy Park be on the April Parks Commission agenda.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Council, such as the Pier naming recommendations.</p> <p>Cushman Trail/Wilco Building – Public Works Superintendent Malich explained the current plans to improve the Cushman Trail as it comes around the Wilco/Kimball Park and Ride corner.</p>	
PUBLIC COMMENT:	<p>Kae Patterson spoke about her concern with the Wilkinson Farm Park wetland (pond) and the spirea that has taken it over. She has spoken to Grette Associates about some possible ideas and will follow with the Parks Commission.</p>	
NEXT PARKS MEETING:		April 4, 2012 @ 5:30 p.m.
ADJOURN:		<p>MOTION: Move to adjourn @ 6:48 p.m.</p> <p>Denson / Payne - unanimously approved</p>



Business of the City Council
City of Gig Harbor, WA

Subject: Ordinance
Side Yard Setbacks in the Historic District
(PL-ZONE-12-0005)

Proposed Council Action: Adopt ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester, Senior Planner

For Agenda of: April 23, 2012

Exhibits: Draft Ordinance, Planning Commission
Recommendation and Meeting Minutes, Illustration

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLK 4/10/12, J 4/10/12, Email, N/A, TD 4/10/12

Table with 5 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: N/A, N/A.

INFORMATION / BACKGROUND

The City of Gig Harbor sponsored amendment to the required side yard setbacks in the Historic District for residential and nonresidential uses outside of the DB district to provide more flexibility on the placement of side setbacks/view corridors on wide lots.

Current regulations require that on lots with 50 feet of width that a total of 20 feet of side yard setback be provided with a minimum side yard setback of 5 feet on any one side. One quarter foot of additional side yard setback must be provided for each foot of lot width beyond 50 feet. In the Historic District and particularly along the shoreline the side yard setbacks are important in that they provide view corridors to Gig Harbor Bay. The existing regulations on narrow lots are adequate when properties have only a single building on the site. On wide lots where there are multiple buildings on the site, the existing regulations are inadequate in that they require all the buildings on the site to be located close together regardless of the desired use of the property, site conditions or view opportunities.

In addition, the existing regulations do not identify the setback regulations required in the instance of properties with less than 50 feet in width. The Planning Director issued an official interpretation that for sites with less than 50 feet in width, the required setbacks may be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side.

The Planning Commission held work-study sessions on February 2nd and 16th, 2012; the meeting on February 16th was a joint meeting with the DRB in order for the DRB to provide input in the design of wide lots. The Planning Commission felt that if side yard setback

flexibility should be provided to wide lots with multiple buildings, only lots wider than 100 feet should be provided that opportunity in order to have 20-foot view corridor consistent with the Shoreline Master Program update.

A public hearing was held on March 1st, 2012 after which the Planning Commission held a work-study session and unanimously recommended approval of the following amendments:

1. Allow lots wider than 100 feet to provide either a) the side yard setback adjacent and parallel to the side property lines or b) the side yard setback within 20-foot minimum view corridors interior to the lot. In both cases, at least 5-foot side setbacks would be provided adjacent to side property lines. The total amount of required side yard setback would not change with the proposed amendments.
2. Require that view corridors are open from the ground to the sky except for standard appurtenances in the side yards.
3. Clarify the language for the required side yard setbacks on lots less than 100 feet in width and lots with one building to ensure intent of the current regulations is maintained.
4. Clarify that the Historic District setbacks do not apply to overwater structures. Such structures are governed by the Shoreline Master Program.
5. Codify the Planning Director's interpretations for side setbacks on lots with less than 50 feet in width, allowing side setbacks to be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side.
6. Make amendments to the terminology used in waterfront view corridor hedge regulations in the landscape code to limit the confusion with the new view corridor setback regulations.

The recommended amendments will not create any greater setback burdens for properties in the Historic District but instead adds flexibility to how the side yard setback/view corridors are situated.

The enclosed ordinance reflects minor changes to the Planning Commission's recommended language to better clarify the amendments. There have been no substantive changes between their recommendation and the ordinance.

APPLICABLE CODES AND POLICIES:

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). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The Planning Commission is required to hold a public hearing and make recommendation to the City Council on such amendments (GHMC 19.01.005).

Comprehensive Plan: The City's Comprehensive Plan includes the following policies which support the amendments:

3.14.2. Incorporate points of interest into building and landscape design

- a) Where possible, shift location of buildings to maintain points of interest from the street.*
- b) Encourage designs which frame points of interest between architectural forms, e.g., archways, corridors, and building masses.*

c) Assure that landscaping complements points of interest without obscuring their view from prominent points of reference.

3.19.1. Adopt setback standards which reflect historic development patterns.

E.g., allow reduced front yard setbacks when a front porch is incorporated into the design of the structure.

Gig Harbor Municipal Code: Side setbacks in the Historic District are regulated in the following ways within the Gig Harbor Design Manual.

1. *SIDE SETBACK MINIMUM – On a 50-foot-wide lot, 20 feet of combined side yard setback is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, one-quarter foot of side yard setback is required. This provision applies to all residential uses and nonresidential uses outside of the DB zoning district. (GHMC 17.99.310(A) and GHMC 17.99.320(A))*
2. *In determining side yard setbacks, consideration should be given to how the location of the structure will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required. (GHMC 17.99.310(B) and GHMC 17.99.320(B))*

FISCAL CONSIDERATION

None

SEPA DETERMINATION

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on March 15, 2012 for this non-project GMA action as per WAC 197-11-340(2).

BOARD OR COMMITTEE RECOMMENDATION

On March 1, 2012, the Planning Commission recommended approval of the amendments. Their written recommendation is enclosed.

RECOMMENDATION / MOTION

Adopt ordinance

ORDINANCE NO. 1238

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ZONING; AMENDING THE SIDE YARD SETBACK REQUIREMENTS FOR ALL RESIDENTIAL LOTS AND NONRESIDENTIAL LOTS IN THE HISTORIC DISTRICT OUTSIDE OF THE DOWNTOWN BUSINESS (DB) ZONING DISTRICT TO ALLOW LOTS WIDER THAN 100 FEET TO PROVIDE THE REQUIRED SIDE YARD SETBACK ADJACENT AND PARALLEL TO THE SIDE PROPERTY LINES OR WITHIN 20-FOOT MINIMUM VIEW CORRIDORS; REQUIRING VIEW CORRIDORS TO BE OPEN FROM THE GROUND TO THE SKY; CLARIFYING THE SIDE SETBACK LANGUAGE FOR SINGLE-BUILDING AND NARROW LOTS IN THE HISTORIC DISTRICT; CLARIFYING THAT OVERWATER STRUCTURE SETBACKS ARE GOVERNED BY THE SHORELINE MASTER PROGRAM; CODIFYING A PLANNING DIRECTOR'S INTERPRETATION ON SIDE YARD SETBACKS FOR LOTS NARROWER THAN 50 FEET IN THE HISTORIC DISTRICT; AMENDING THE TERMINOLOGY USED IN THE REGULATIONS OF WATERFRONT VIEW CORRIDOR HEDGES TO LIMIT THE CONFUSION WITH VIEW CORRIDOR SETBACK REGULATIONS; REPEALING SECTION 17.04.877; AMENDING SECTIONS 17.78.020, 17.78.095, 17.99.310 AND 17.99.320 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, current setback regulations in the historic district require that on lots with 50 feet of width a total of 20 feet of side yard setback be provided with a minimum side yard setback of 5 feet on any one side. One quarter foot of additional side yard setback must be provided for each foot of lot width beyond 50 feet. This setback is to be provided adjacent and parallel to the side property lines; and

WHEREAS, the current setback regulations in the Historic District are adequate for narrow lots when those lots have only a single building on the site. However, on wide lots where there are multiple buildings on the site, the existing regulations are inadequate in that they require all the buildings on the site to be located close to each other regardless of the desired use of the property, site conditions or view opportunities; and

WHEREAS, the existing setback regulations in the Historic District are particularly important along the shoreline in that they provide view opportunities to Gig Harbor bay; and

WHEREAS, in order allow flexibility in the location of side yard setbacks, the City desires to allow lots wider than 100 feet to provide either a) the side yard

setback adjacent and parallel to the side property lines or b) the side yard setback within 20-foot minimum view corridors interior to the lot. In both cases, at least 5-foot side setbacks would be provided adjacent to side property lines; and

WHEREAS, the 20-foot minimum view corridor would be consistent with the requirements of the Shoreline Master Program; and

WHEREAS, all view corridors would be required to be open from the ground to the sky except for standard appurtenances to provide view opportunities to the bay; and

WHEREAS, the proposed amendments provide more flexibility on the placement of side setbacks/view corridors on wide lots while ensuring that the same amount of setback as currently required is provided; and

WHEREAS, the proposed text amendments are consistent with the following goals and policies in the Comprehensive Plan:

3.14.2. Incorporate points of interest into building and landscape design

a) *Where possible, shift location of buildings to maintain points of interest from the street.*

b) *Encourage designs which frame points of interest between architectural forms, e.g., archways, corridors, and building masses.*

c) *Assure that landscaping complements points of interest without obscuring their view from prominent points of reference.*

3.19.1. Adopt setback standards which reflect historic development patterns.

E.g., allow reduced front yard setbacks when a front porch is incorporated into the design of the structure.

WHEREAS, text amendments to the required side yard setbacks for lots less than 100 feet in width and lots with one building will clarify the provisions to ensure the intent of current regulations is maintained; and

WHEREAS, the existing setback regulations do not identify the setback regulations required in the instance of properties with less than 50 feet in width; and

WHEREAS, on February 10, 2009, the Planning Director has made an official interpretation that for sites with less than 50 feet in width, the required setbacks may be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side; and

WHEREAS, the City finds that this interpretation should be codified; and

WHEREAS, amendments to the terminology used in waterfront view corridor hedge regulations in the landscape code are required in order to limit the confusion with the new view corridor setback regulations; and

WHEREAS, the Planning Commission held work study sessions on the proposed amendments on February 2nd and 16th, 2012 and the Design Review Board attended the meeting on February 16th to provide input on the design of wide lots; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments on March 1, 2012 and after the public hearing recommended the Council approve the proposed amendments to the side yard setback requirements in the Historic District; and

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on December 19, 2011, pursuant to RCW 36.70A.106, and were granted expedited review on December 29, 2011; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for this Ordinance on March 15, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on April 9, 2012; and

WHEREAS, on April 23, 2012 the City Council held a second reading during a regular City Council meeting; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 17.99.310 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.310 Historic district nonresidential setbacks.

The historic district (see historic district map in GHMC 17.99.500) includes the downtown business district, all waterfront districts, the RB-1, B-2 and C-1 districts abutting Harborview and North Harborview Drives (excluding the B-2 district at the intersection of Harborview Drive and Burnham Drive NW), the area bordered by Harborview Drive, Rosedale Street and Stinson Avenue, the parcel on the southwest corner of the Rosedale Street/Stinson Avenue intersection, and all parcels having frontage on the following streets: Harborview Drive lying south of North Harborview Drive, Rosedale Street extending from Harborview Drive to Stinson Avenue, and Stinson Avenue extending from Rosedale Street to Harborview Drive. The

following setback standards apply to all nonresidential development within the historic district.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to nonresidential setback requirements.

1. FRONT SETBACK:

Twenty feet (see also parkway setback requirements in this subsection), except that in the DB district the front setback is zero.

2. SIDE SETBACK/VIEW CORRIDOR – Downtown Business District (DB):

~~On a 50-foot wide lot, 20 feet of combined side yard setback is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, one quarter foot of side yard setback is required. Side yard setbacks apply to all parcels within the historic district except for parcels in the downtown business district (DB) zone. In the DB zone there are no side yard setbacks except as determined through the site plan review process unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.~~

3. SIDE SETBACK/VIEW CORRIDOR – All Other Zoning Districts:

a. For sites with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The

side yard setbacks/view corridors may be allotted in one of the following ways:

i. The total of the required side yard setback/view corridor shall be provided adjacent and parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all sides; or

ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-foot wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

c. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

4. REAR SETBACK:

As defined for each underlying zone in the historic districts, or 25 feet, whichever is less, except that in the DB district there is no rear setback except as determined through the site plan review process, unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.

5. PARKWAY SETBACK:

At least 50 percent of the primary structure’s front façade shall be within 10 feet of property frontages abutting defined parkways within the historic district.

6. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total

combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

Section 2. Section 17.99.320 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.320 Historic district residential setbacks.

The following standards apply to all residential uses and development within the historic district, except that in the DB district all residential structures shall conform to the nonresidential setback standards for the DB district of in GHMC 17.99.310.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to residential setback requirements.

- | | |
|---------------------------------|--|
| <u>1.</u> FRONT SETBACK MINIMUM | House – 20 feet
Garage – 26 feet
Porches – 12 feet |
|---------------------------------|--|

2. SIDE SETBACK/VIEW CORRIDOR MINIMUM**

a. For site with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

- i. The total of the required side yard setback/view corridor shall be provided adjacent and parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all sides; or
- ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-foot wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

d. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

3. REAR SETBACK MINIMUM** – As defined for each underlying zone in the Gig Harbor Municipal Code, or 25 feet, whichever is less.

4. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

** See additional setback provisions in subsection C of this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

* * *

Section 3. Section 17.04.877 in the Definitions chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 17.78.020 in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.020 Applicability.

The standards as required by this chapter shall apply to all uses of land which are subject to site plan review, a land clearing permit, and to any new subdivision plat. GHMC 17.78.095 applies to all development in the waterfront view corridor area described by that section.

Section 5. Section 17.78.095 in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.095 Waterfront view corridor landscaping Hedges.

~~Within the waterfront view corridor~~ On all parcels located between the shoreline of Gig Harbor Bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or abutting Rust Street (originally named Walnut Street) as shown on the original Ardena Addition plat recorded on August 23, 1890, hedges shall conform to the height limits for fences defined in GHMC 17.99.340.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 23rd day of April, 2012.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

FILED WITH THE CITY CLERK: 04/04/12
PASSED BY THE CITY COUNCIL: 04/23/12
PUBLISHED: 04/25/12
EFFECTIVE DATE: 04/30/12
ORDINANCE NO: 1238



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-12-0005

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: PL-ZONE-12-0005 – Side Yard Setbacks in the Historic District

Application:

This application was initiated by the City of Gig Harbor to amend the required side yard setbacks in the Historic District for all residential uses and for nonresidential uses outside of the DB district to provide more flexibility on the placement of side setbacks/view corridors on wide lots.

Planning Commission Review:

The Planning Commission held work-study sessions on February 2nd and 16th, 2012; the meeting on February 16th was a joint meeting with the DRB in order for the DRB to provide input in the design of wide lots. A public hearing was held on March 1st, 2012 after which the Planning Commission held a work-study session and unanimously recommended **APPROVAL** of the amendments contained at the end of this notice.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

1. The Planning Commission finds that the current setback regulations in the Historic District are adequate for narrow lots and when properties have only a single building on the site. However, on wide lots where there are multiple buildings on the site, the existing regulations are inadequate in that they require all the buildings on the site to be squished together regardless of the desired use of the property, site conditions or view opportunities.
2. The Planning Commission also finds that the existing setback regulations do not identify the setback regulations required in the instance of properties with less than 50 feet in width. The Planning Director has made an official interpretation that for sites with less than 50 feet in width, the required setbacks may be reduced by one quarter foot for every foot of lot width under 50 feet up to a minimum of 5 feet of setback on each side. The Planning Commission believes that this interpretation should be codified.

3. The Planning Commission considered the width of lots in the historic district and found that only lots wider than 100 feet should be provided the opportunity in order to have 20-foot view corridor consistent with the Shoreline master Program update.
4. In addition, the Commission finds that the amendments to the setbacks for narrow lots and lots with one building will clarify the provisions to ensure their intent is maintained.
5. The Planning Commission finds that the proposed changes provide more flexibility on the placement of side setbacks/view corridors on wide lots while ensuring that the same amount of setback is provided.
6. The City's Comprehensive Plan includes the following policies which support the amendments:

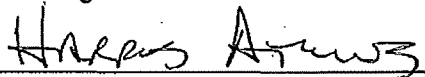
3.14.2. Incorporate points of interest into building and landscape design

- a) *Where possible, shift location of buildings to maintain points of interest from the street.*
- b) *Encourage designs which frame points of interest between architectural forms, e.g., archways, corridors, and building masses.*
- c) *Assure that landscaping complements points of interest without obscuring their view from prominent points of reference.*

3.19.1. Adopt setback standards which reflect historic development patterns.

E.g., allow reduced front yard setbacks when a front porch is incorporated into the design of the structure.

Harris Atkins, Chair
Planning Commission



Date 3/21/2012

PROPOSED AMENDMENTS TO THE DESIGN MANUAL RELATED TO SIDE SETBACKS IN THE HISTORIC DISTRICT

17.99.310 Historic district nonresidential setbacks.

The historic district (see historic district map in GHMC 17.99.500) includes the downtown business district, all waterfront districts, the RB-1, B-2 and C-1 districts abutting Harborview and North Harborview Drives (excluding the B-2 district at the intersection of Harborview Drive and Burnham Drive NW), the area bordered by Harborview Drive, Rosedale Street and Stinson Avenue, the parcel on the southwest corner of the Rosedale Street/Stinson Avenue intersection, and all parcels having frontage on the following streets: Harborview Drive lying south of North Harborview Drive, Rosedale Street extending from Harborview Drive to Stinson Avenue, and Stinson Avenue extending from Rosedale Street to Harborview Drive. The following setback standards apply to all nonresidential development within the historic district.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to nonresidential setback requirements.

1. FRONT SETBACK:

Twenty feet (see also parkway setback requirements in this subsection), except that in the DB district the front setback is zero.

2. SIDE SETBACK/VIEW CORRIDOR – Downtown Business District (DB):

~~On a 50-foot-wide lot, 20 feet of combined side yard setback is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, one quarter foot of side yard setback is required. Side yard setbacks apply to all parcels within the historic district except for parcels in the downtown business district (DB) zone. In the DB zone there are no side yard setbacks except as determined through the site plan review process unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.~~

3. SIDE SETBACK/VIEW CORRIDOR – All Other Zoning Districts:

a. For sites with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

- i. The total of the required side yard setback/view corridor shall be provided parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all side yards; or
- ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-foot wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

c. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be

provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of "yard" in Section 17.04.880 GHMC and "yard, side" in Section 17.04.910 GHMC may be located within the corridor.

4. REAR SETBACK:

As defined for each underlying zone in the historic districts, or 25 feet, whichever is less, except that in the DB district there is no rear setback except as determined through the site plan review process, unless the property abuts a residential district, in which case a 20-foot setback is required along the property line abutting the residential district.

5. PARKWAY SETBACK:

At least 50 percent of the primary structure's front façade shall be within 10 feet of property frontages abutting defined parkways within the historic district.

6. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

17.99.320 Historic district residential setbacks.

The following standards apply to all residential uses and development within the historic district, except that in the DB district all residential structures shall conform to the nonresidential setback standards of GHMC 17.99.310.

In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

A. Conform to residential setback requirements.

- 1. FRONT SETBACK MINIMUM**
- | |
|-------------------|
| House – 20 feet |
| Garage – 26 feet |
| Porches – 12 feet |

2. SIDE SETBACK/VIEW CORRIDOR MINIMUM**

- a. For site with one building - On a 50-foot-wide lot, 20 feet of combined side yard setback/view corridor is required and may be allotted as desired except that a minimum of five feet on any one side is required. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor is required. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet; provided that a minimum of 5 feet of setback/view corridor shall be provided on all side yards.**

b. For sites with multiple buildings – Side yard setbacks/view corridors shall be provided in an amount equivalent to 20 feet for the first 50 feet of lot width. For every additional foot of lot width beyond 50 feet, an additional one-quarter foot of side yard setback/view corridor shall be provided. On sites with less than 50 feet of width, one-quarter foot of side yard setback/view corridor shall be eliminated for every foot of lot width less than 50 feet. The side yard setbacks/view corridors may be allotted in one of the following ways:

- i. The total of the required side yard setback/view corridor shall be provided parallel to the side property lines along the entire length of the property provided that a minimum of five feet of setback/view corridor shall be provided on all side yards; or
- ii. If the lot is 100 feet or more in width, a minimum side yard setback/view corridor of five feet shall be provided adjacent to abutting properties and setback/view corridor(s) a minimum of 20-feet wide shall be provided between buildings on the subject site. Lots narrower than 100 feet wide are not eligible for this provision.

d. View Corridors – In waterfront zoning districts, view corridors shall be provided perpendicular to a designated parkway or parallel to the side property lines along the entire length of the property. In all other zoning districts, view corridors shall be provided parallel to the side property lines along the entire length of the property. All required view corridors shall be open from the ground to the sky except that appurtenances allowed by the definitions of “yard” in Section 17.04.880 GHMC and “yard, side” in Section 17.04.910 GHMC may be located within the corridor.

3. REAR SETBACK MINIMUM** – As defined for each underlying zone in the Gig Harbor Municipal Code, or 25 feet, whichever is less.

4. OVERWATER STRUCTURE SETBACK:

Setbacks for overwater structures shall be governed by the Gig Harbor Shoreline Master Program and shall be exempt from this section.

** See additional setback provisions in subsection C of this section.

B. Consider side yard setbacks which best preserve views from adjacent parcels.

In determining side yard setbacks, consideration should be given to how the location of the structure(s) will affect views from adjacent parcels and how vehicular access to rear garages can best be achieved. Total combined side yard setbacks may be allotted as desired except that a minimum of five feet on any one side is required.

* * *

PROPOSED AMENDMENTS TO THE TERM “WATERFRONT VIEW CORRIDOR” TO IMPLEMENT THE ABOVE CHANGES.

17.04.877 Waterfront view corridor.

“Waterfront view corridor” includes all parcels located between the shoreline of Gig Harbor Bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or

abutting Rust Street (originally named Walnut Street) as shown on the original Artena Addition plat recorded on August 23, 1890.

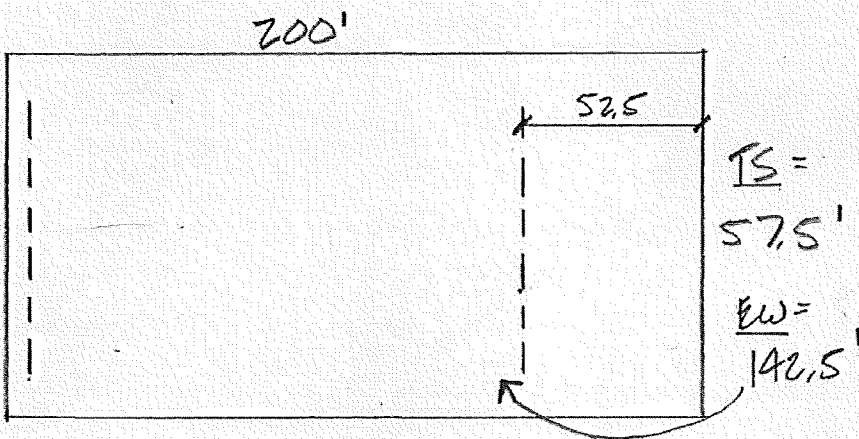
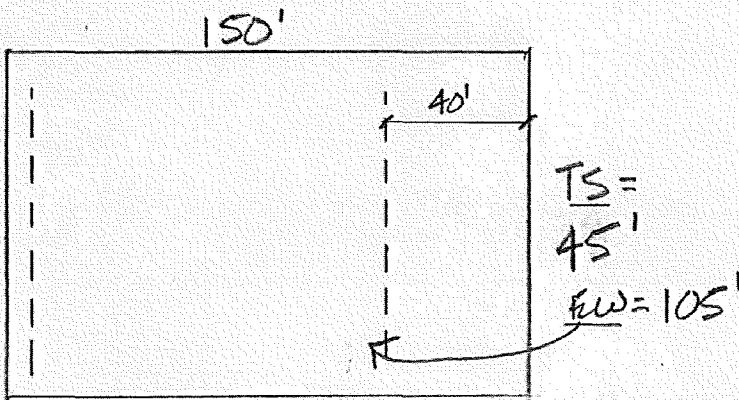
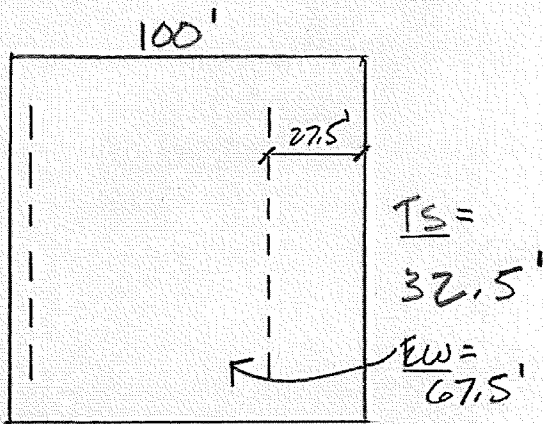
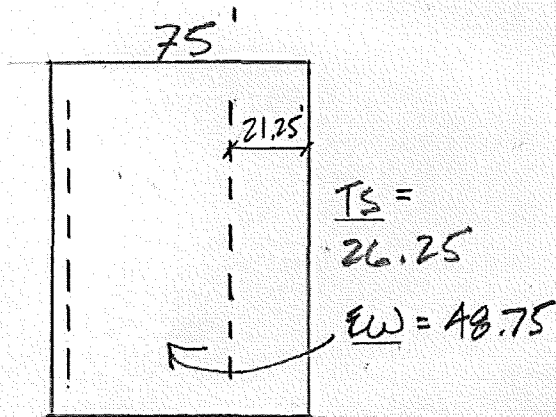
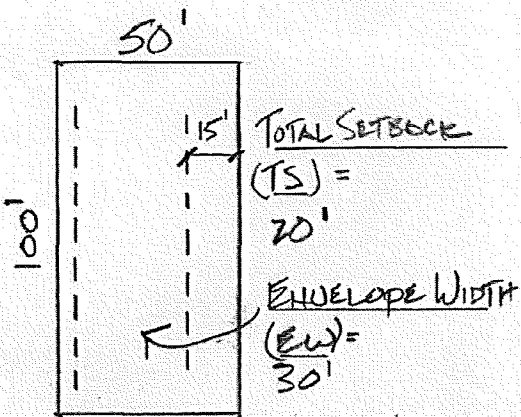
17.78.020 Applicability.

The standards as required by this chapter shall apply to all uses of land which are subject to site plan review, a land clearing permit, and to any new subdivision plat.

GHMC 17.78.095 applies to all development in the ~~waterfront view corridor~~ the area described by this section.

17.78.095 ~~Waterfront view corridor~~ landscaping Hedges.

~~Within the waterfront view corridor~~ On all parcels located between the shoreline of Gig Harbor Bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or abutting Rust Street (originally named Walnut Street) as shown on the original Artena Addition plat recorded on August 23, 1890, hedges shall conform to the height limits for fences defined in GHMC 17.99.340.



MATH UNDER
CURRENT REGS -
EXISTING CORRIDORS

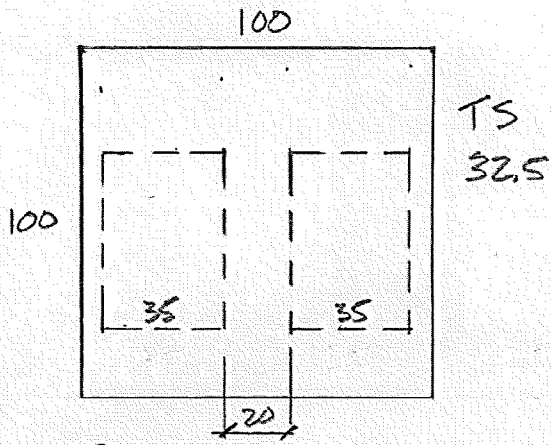
SINGLE ENVELOPE

- ASSUMES 5' RULE USED ON ONE SIDE

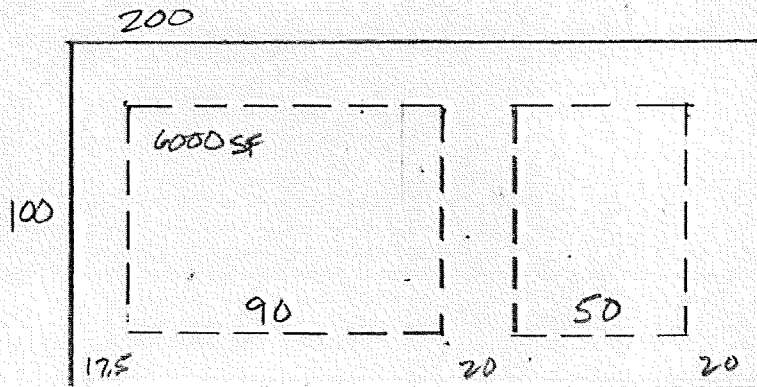
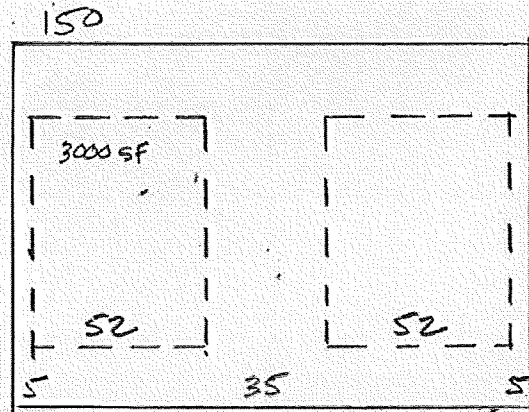
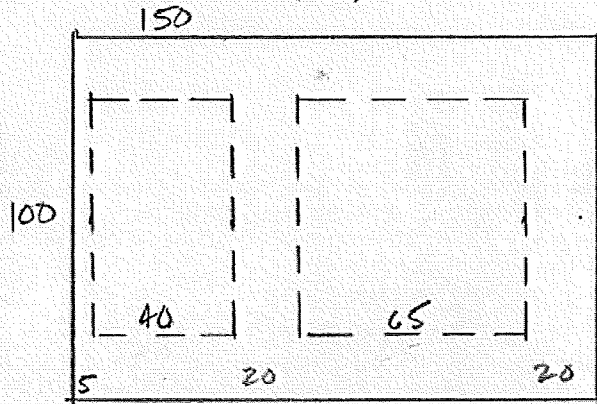
1" = 50'

- MAXIMUM VIEW CORRIDOR DEPENDS ALSO ON ADJACENT LOT AS THESE TWO SETBACKS SIDE BY SIDE WILL COMBINE AS ONE CORRIDOR.

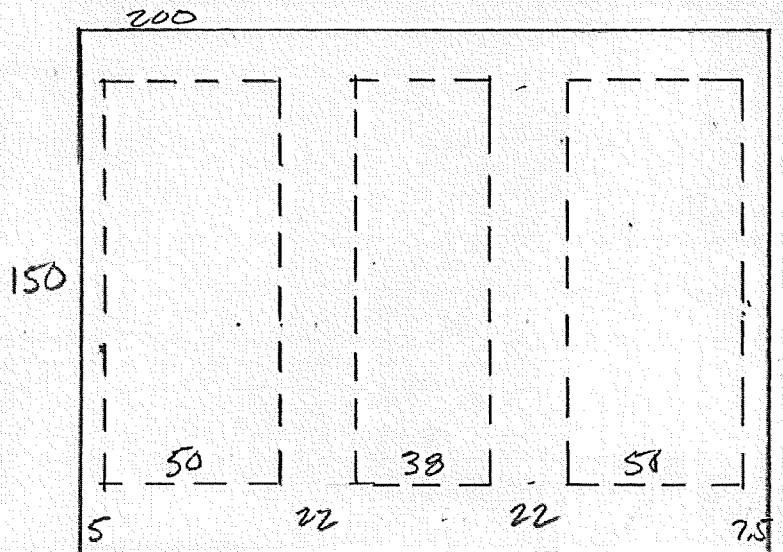
5/5



MIN LOT WIDTH FOR MULTIPLE ENVELOPES
1" = 50'



MIN 20 FT CORRIDOR WIDTHS
1" = 50'



~ VIABLE BLDG. ENVELOPES

City of Gig Harbor Planning Commission
Work Study Session
Planning and Building Conference Room
February 2, 2012
6:00 pm

PRESENT: Harris Atkins, Reid Ekberg, Jim Pasin, Michael Fisher, Bill Coughlin, Rick Gagliano and Craig Baldwin.

STAFF PRESENT: Staff: Tom Dolan and Jennifer Kester

CALL TO ORDER: at 4:00 p.m.

ELECTION OF OFFICERS:

MOTION: Commissioner Pasin nominated Harris Atkins to continue as Chair and Mr. Fisher seconded. Motion carried.

MOTION: Commissioner Fisher nominated Mr. Pasin to continue as Vice Chair. Mr. Baldwin seconded. Motion carried.

APPROVAL OF MINUTES:

MOTION: Move that the minutes of November 17th be approved as written. Pasin/Fisher. Motion carried with Mr. Gagliano abstaining

MOTION: Move to approve the minutes of December 1st as written. Pasin/Baldwin. Motion carried with Mr. Gagliano abstaining.

1. Downtown Parking – Finalize written recommendation on changes to the parking regulations in the downtown consistent with the Commission's motion at their December 1, 2011 meeting.

Ms. Kester went over the changes made as a result of the work study session on December 1st. She noted that Senior Planner Peter Katich had some concerns that the existing language and the WAC may make it difficult for a marina owner to lease parking to a non water enjoyment use. Discussion was held on whether to include this in the recommendation to council or to address this separately. It was decided to go forward with the recommendation as it's written. Mr. Atkins asked that the table of parking stall sizes, etc. be removed since they are changing that. It was decided to remove all the portions that weren't being changed. In 17.72.070, Mr. Gagliano asked if there was a defined View Basin and Ms. Kester said that yes, it was defined in the comprehensive plan. He also asked that the wording be clarified to state that the use must be allowed in the zone. Mr. Baldwin felt that it didn't need to be stated as all other requirements still need to be met. Ms. Kester also stated that she didn't feel it was needed.

MOTION: Move to approve the recommendation as amended. Baldwin/Fisher – Motion carried with Mr. Gagliano abstaining.

2. Fireplaces in Setbacks and Housekeeping Amendments – Review of potential housekeeping amendments for 2012.

Mr. Dolan explained that Quadrant had been proposing fireplaces in some of their homes in the Ridge development and how that had prompted this proposed change to allow fireplaces to encroach into the setbacks. Ms. Kester noted that there are other items that are allowed to extend 18” into the setback. She also stated that the Planning and Building Committee had discussed that there may be a difference between a fireplace insert and a full chimney. Mr. Pasin said that he felt it was fine to allow fireplaces to encroach into the setback. Discussion was held on whether there should be a width limitation. It was decided that chimneys and/or vents should be allowed to encroach 18” into the setback.

Ms. Kester went over the other issues being proposed as housekeeping amendments. First was for communication facilities to allow more encouragement for co-location. Also it was being proposed to consolidate some definitions and correct some references within the code. It is also being proposed to add 3 year expiration for PRDs and PUDs. She then went over SEPA appeal noticing that would be put into the standard noticing section. There were additional areas of simple typos, etc that needed to be corrected.

3. Side Setbacks in the Historic District – The City has proposed amendments to clarify the regulations for side yard setbacks on multi-building sites in the Historic District.

Mr. Dolan explained that this issue was brought to staff’s attention when the canoe and kayak club wanted to put a shelter at Skansie Park. He noted that this is a wider issue than just this property. If a property is wider than 50’ then the setbacks get exponentially wider and can be cumbersome. Mr. Dolan illustrated how the requirement is applied currently. It was being suggested that the commission consider allowing the view corridors to be split as long as they are not less than 10’. Ms. Kester went over the zones that would be affected by this proposal. Mr. Gagliano talked about how this regulation was intended to be used when the design manual was first adopted. He noted that it was mostly intended for the residential areas. Mr. Dolan illustrated another way the code could be interpreted that meant the code should be clarified to prevent. Discussion was held on whether to include the Design Review Board in this discussion. It was decided to invite the DRB members to the next Planning Commission meeting. The commission asked for data on lots within the historic district that are more than 50’ wide.

4. Schools and Churches in B-2 – The City Council has sponsored an amendment to allow schools and churches in the B-2 zone. Direct consideration by the Council has been requested.

Joint City of Gig Harbor Planning Commission
and Design Review Board Meeting
Community Rooms
February 16, 2012
5:00 pm

PRESENT: Planning Commissioners: Harris Atkins, Jim Pasin, Michael Fisher, Bill Coughlin, Rick Gagliano and Craig Baldwin. Reid Ekberg was absent. Design Review Board members Darrin Filand, David Fisher, Kae Paterson and Pete Norman

STAFF PRESENT: Staff: Jennifer Kester and Tom Dolan

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES:

The approval of minutes was deferred in order to give everyone more time to read them.

Work Study Session:

1. Side Setbacks in the Historic District – The City has proposed amendments to clarify the regulations for side yard setbacks on multi-building sites in the Historic District.

Ms. Kester went over the proposal and explained the current requirements for side yard setbacks. She provided a map showing the lots that were wider than 50' within the Historic District. Mr. Pasin asked what was trying to be accomplished by this amendment. Mr. Dolan explained that the code as it stands could be interpreted to basically eliminate view corridors, leaving only 5' on each side of a multi-building site. Ms. Kester went over the parcels that were undeveloped. Mr. Pasin asked about what the setbacks had been historically and Ms. Kester said she would have to research that. Discussion followed on which zones this would apply to. Mr. Gagliano pointed out that the regulation was developed for Millville. He illustrated several parcels and how this proposal might apply to them. Discussion continued on the possible benefits of this proposal. Mr. Atkins pointed out that in the Shoreline Master Program the 20' wide access corridor was discussed and wondered why this setback wasn't the same. Mr. Gagliano pointed out the value in a variety of setbacks. Mr. Dolan reminded them that the paramount concern was that you not have only a 5' setback on each side with no view corridor in the middle. They discussed ways to write the language to assure that the intent to have the setbacks provided adjacent to abutting properties, was very clear. Mr. Gagliano wondered if an option should be considered for a view corridor down the center. David Fisher noted that the height restriction provides for views over the tops of buildings, it isn't just about the view between buildings. Mr. Gagliano stated that it is more about the pedestrian public view, not just about each individual property owner. Discussion continued on the role of history in the downtown. Ms. Kester noted that the

Historic District is really a design district and is not necessarily reflective of all of the historic areas. Mr. Atkins noted that there seems to be general consensus for support of the proposal and that the language just needs some tweaking. Mr. Filand and Mr. Fisher both felt that adding the flexibility to the site planning process (where corridors could be located on the sides or internally) was a benefit. Mr. Dolan suggested that they go ahead to the public hearing and then play with the language. Discussion was held on how wide the lot should have to be in order to take advantage of this proposal and it was decided to start with 100' lot width minimum and 20' separation between buildings. It was decided to bring this topic to public hearing at the March 1st meeting to amend the Historic District side yard setbacks outside the DB zone for multi building lots in order to provide additional flexibility.

2. Downtown Historic Preservation and Planning

Planning Director Tom Dolan provided a copy of the council bill that had gone to the council regarding ideas for the downtown. He noted that Lita Dawn Stanton will have a historic inventory and characterization report done by the end of the month. That report will be presented to stakeholder group to gather feedback. Ms. Kester noted that there is also some downtown characterization information within the report from a previous study done in 2008. Mr. Dolan stated that a Downtown Planning and Vision Committee has been formed made up of 3 councilmember's; Jill Guernsey, Paul Kadzik and Ken Malich. They are beginning to have conversations with community members regarding the Downtown Business zone. Mr. Dolan went over some things that the City Council will be asking the Planning Commission to examine. It was noted that some of these ideas could apply to areas outside of the DB. Michael Fisher expressed that there are many facets to economic development of the downtown that sometimes are related to areas outside of the downtown and that this is a long term process.

The meeting was adjourned by acclamation at 7:15 pm.

City of Gig Harbor Planning Commission
Public Hearing and Work Study Session
Council Chambers
March 1, 2012
6:00 pm

PRESENT: Planning Commissioners: Harris Atkins, Jim Pasin, Michael Fisher, Bill Coughlin, Rick Gagliano, Reid Ekberg and Craig Baldwin.

STAFF PRESENT: Staff: Jennifer Kester, Tom Dolan, Peter Katich and Diane McBane

CALL TO ORDER: at 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of February 2, 2012 as written.
Fisher/Pasin – Motion carried.

PUBLIC HEARING:

Side Yard Setbacks in the Historic District outside the DB Zoning District -

The City of Gig Harbor is considering amending the required side yard setbacks of residential and non residential lots in the Historic District outside of the DB district to provide more flexibility on the placement of side setbacks/view corridors on lots greater than 100 feet. Amending Sections 17.99.310 and 17.99.320 GHMC.

Ms. Kester went over her staff report on the side yard setbacks within the Historic District. She noted that staff was recommending that an interpretation made by the Planning Director be codified as part of this amendment. She also pointed out that staff was recommending that the definition of view corridor be changed.

The Chair opened the public hearing at 6:10. There being no one present to testify, he closed the public hearing. Staff noted that there have been no comments received.

WORK STUDY SESSION

Ms. Kester went over the changes made to the language since their last meeting. Mr. Coughlin asked about any conflicts between this proposal and the Shoreline Master Program and Mr. Katich said that he didn't believe that there were any conflicts. He read the section that defined view corridors. Ms. Kester stated that staff believed that this new language provided the most flexibility. Mr. Coughlin noted that sometimes the view is also about other things besides the water. Various scenarios of how this regulation might be applied were discussed. Mr. Katich explained that there were different view corridor requirements for over water structures. Mr. Dolan stated that staff was asked by the Planning and Building Committee to bring this to the Planning Commission in a way that would not reduce buildable area. Ms. Kester suggested that

they add language that these setbacks only apply to upland development. Discussion continued on what is within a view corridor and that it is possible that a view corridor would be filled with boats in a marina or net sheds. Ms. Kester suggested that the language state that view corridors must be parallel to the side property lines. She illustrated some lots where this regulation could be applied and compared how it would be applied under the current regulations. Mr. Baldwin stated that he like the way it was written and he wasn't sure you would have to require that it be parallel to the side lot lines. Mr. Gagliano noted that it was more necessary when the view corridor is not in the middle. He suggested that language could be crafted to be more specific to the middle of the property. Mr. Ekberg cautioned that the use of the word "or" makes for more problems with interpretation. Ms. Kester summarized that it seemed that the commission was supportive of the proposal as long as the language was specific. Mr. Atkins wondered if they had discussed making the minimum setback 10' on lots wider than 100'. Mr. Fisher said that he recalled that the 20' provision was substituted for the 10' side. Ms. Kester also noted that changing it to 10' on the sides it would be lessening the buildable area. She then went over what the side setbacks had been historically and noted that for the most part it had been 8'. Discussion followed on lots that front on Dorotich. Mr. Atkins wondered if the designation of the Waterfront View Corridor could be removed to lessen confusion. She suggested that they change the term so that they are not all called a corridor.

MOTION: Move to recommend approval of the proposed amendment with the following changes:

- Make language clear that setbacks only apply to structures landward of ordinary high water mark or bulkhead.
- Make language clear that where property is not perpendicular to a designated parkway it states that it must be consistently parallel for the length of the property
- Modify the term waterfront view corridor in the landscape code

Ekberg/Pasin – Motion passed unanimously.

Planning Director Tom Dolan stated that the next meeting will be about the medical marijuana collective gardens. He then went over other applications that were pending for the comprehensive plan amendment and the work program for the coming months.

MOTION: Move to adjourn at 7:15 pm. Pasin/Gagliano – Motion carried

City of Gig Harbor Planning Commission
Work Study Session
Planning and Building Conference Room
March 15, 2012
5:00 pm

PRESENT: Harris Atkins, Reid Ekberg, Jim Pasin, Michael Fisher, Bill Coughlin and Rick Gagliano. Craig Baldwin was absent.

STAFF PRESENT: Staff: Tom Dolan and Jennifer Kester

CALL TO ORDER: at 5:00 p.m.

APPROVAL OF MINUTES:

Commissioner Rick Gagliano suggested that language be added to the February 16th minutes to indicate that David Fisher and Darrin Filand felt that the proposed amendments were a more flexible approach to let applicants have the option to have corridors on either the side or internal to the lot. He stated that the discussion of this issue was fairly close to the end. Ms. Kester suggested that the language be added on the second page in the first paragraph, after the word "tweaking". The sentence would say, "Mr. Filand and Mr. Fisher both felt that adding the flexibility to the site planning process where corridors could be located on the sides or internally would be a benefit".

MOTION: Move to approve the minutes of February 16, 2012 as amended. Gagliano/Pasin – Motion carried.

MOTION: Move to approve the minutes of March 1, 2012. Ekberg/Gagliano – Motion carried.

Ms. Kester passed around the participant roster for the commissioners to sign.

1. **Side Yard Setbacks in the Historic District outside the DB Zoning District** – Finalize written recommendation on changes to side yard setbacks in the historic district consistent with the Commission's motion at their March 1, 2012 meeting.

Ms. Kester went over the recommendation and the code changes that will occur. She outlined the language clarifying that this would apply only to structures landward of the ordinary high water mark. Mr. Atkins voiced his concern with consistency, noting that this was the only place where there was an exception to the Shoreline Master Program. He also stated that he felt it was clearer to tell people what they can't do rather than what they can. Mr. Dolan stated that it was easier to administer the way it's written. Ms. Kester then went over the provision where the view corridor must be consistently parallel for the length of the property and what can be in a view corridor. She continued going over the proposed language within the recommendation.

Mr. Pasin asked if they wanted to use the word “squished”. Ms. Kester suggested “located close together”. Mr. Gagliano asked about item (b) ii. He wondered if part of the language “the total of the required side yard setback view corridor must be provided” from (b) needed to be repeated. Ms. Kester stated that she felt that it was clear and suggested that she ask the City Attorney if that language needed to be added. It was agreed that Ms. Kester should ask the City Attorney. Mr. Gagliano wondered if the appropriate term should just be a view corridor rather than setback and Ms. Kester agreed to ask the City Attorney that question as well. Mr. Atkins suggested that in the findings of fact it be mentioned why they elected to eliminate the waterfront view corridor and change it. It was agreed that Ms. Kester would explain that verbally when presenting the recommendations.

2. **Downtown Historic Preservation and Planning** – Initial discussions on View Basin code considerations. Formal review to begin in the summer.

Ms. Kester then discussed the code considerations coming forward related to downtown. She went over the five things that the council currently has on the list. Mr. Dolan explained that the council had not formally amended their work program. It was noted that Mr. Atkins is on the Downtown Vision Committee. Mr. Dolan explained the role of this committee and its members. He noted that Jill Guernsey and Lita Dawn Stanton have been interviewing community members to ascertain their vision of downtown. He explained that a vision would be developed for the downtown and that what most people think of as the downtown encompasses more than just the DB zone. This committee wants to have the City Council formally adopt the vision and then from there there would be amendments to the city’s Comprehensive Plan’s goals and policies with text amendments being developed from those goals and policies. Mr. Dolan stated that the Comprehensive Plan amendments would probably not be adopted until the fall of 2013 and many members of the committee and the council felt that that was too long to wait. Therefore, some common sense amendments will come to the Planning Commission prior to that time. Discussion was held on the role of the Planning Commission in working on this vision and how historic preservation works with economics. Mr. Dolan emphasized that there will be a lot of public involvement in this process. Mr. Atkins asked about which of the common sense items did the commission feel were independent of the visioning process. Discussion followed on how the commission could work on these items before the visioning process begins. Everyone agreed that most of them were great ideas and things that could be done sooner. Mr. Coughlin agreed but also cautioned that they needed to keep it a dynamic process and in concert with the visioning effort. Mr. Dolan and Ms. Kester explained that the list may change or grow as the interviews and meetings with the public occur and that it is the City Council’s direction that this work program be followed.

3. **Zoning Code Text Amendments** – Discussion on text amendment process issues

Ms. Kester talked about the processing of text amendments and possible improvements. It was decided that Ms. Kester would take the process for



Business of the City Council
City of Gig Harbor, WA

Subject: Approval of an agreement outlining how our department will utilize the services of the Pierce County Metro Canine Unit.

Proposed Council Action: Authorize the Mayor to approve and execute the attached agreement.

Dept. Origin: Police Department

Prepared by: Chief Mike Davis 

For Agenda of: April 23, 2012

Exhibits: Pierce County Metro Canine Unit Agreement

Initial & Date

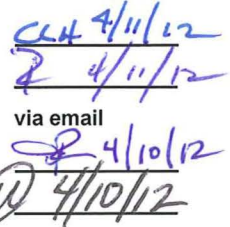
Concurred by Mayor:

Approved by City Administrator:

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

The Gig Harbor Police Department currently utilizes the services of the Pierce County Metro Canine Unit when needed to support our law enforcement mission. This agreement will formalize the conditions under which we use the Pierce County Metro Canine Unit. This is a continuation of a past agreement.

FISCAL CONSIDERATION

There are no costs associated with the use of the Pierce County Metro Canine Team.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to approve the attached Pierce County Metro Canine Unit Agreement.

PIERCE COUNTY METRO CANINE UNIT AGREEMENT

The Metro Canine Unit was formed out of a recognized need to better serve local law enforcement agencies within the Pierce County area through a cooperative, collaborative effort to canine response and service. The Metro Canine Unit is currently made up of representatives from the Tacoma Police Department, Pierce County Sheriff's Department, Puyallup Police Department, Lakewood Police Department, Fife Police Department, and Bonney Lake Police Department. Any agency in Pierce County wishing to add a Canine team may do so at any time by signing on to this agreement.

Metro K-9 Mission:

The mission of the Metro Canine Unit is to provide field officers with the assistance of a trained canine unit team as rapidly as possible. The field officer must be able to rely on obtaining a canine team of like quality at any given time, from any responding Metro Team. Therefore, canine teams involved in the Metro Agreement will receive analogous training under the guidance of the Metro Trainers. The trainers must have a rating of Master Trainer, as defined by the Washington State Police Canine Association.

Metro Canine Oversight Committee:

The Metro Canine Oversight Committee shall consist of command representatives from participating agencies who provide a recognized Canine Team. The Metro Canine Oversight Committee will provide inter-agency contact at the command level and deal with administrative and policy issues beyond the scope of the Management Committee (described below). It is anticipated that this committee will deal with overall policy issues affecting metro's participating members and not necessarily involve itself with everyday operational matters.

The Metro Canine Oversight Committee will meet at least quarterly to discuss issues related to the Metro Canine Agreement and to discuss other administrative and operational matters as necessary.

The Oversight Committee will elect a Chairman to serve a term of one year beginning January 1st 2012.

Metro Canine Management Committee:

The Metro Canine Management Committee shall be made up of the participating canine team's immediate supervisor and the Metro Trainers.

The Metro Canine Management Committee's duties are to act as a guide for the Metro Canine Trainers, and to oversee the daily activities and coordination between the participating metro agencies. The Metro Canine Management Committee shall also review for acceptance each participating agency's written canine policy and operating procedures to insure that they are in compliance with the current police canine application standards.

The Metro Canine Management Committee shall meet once a month. This meeting may be in conjunction with the Metro Canine Meeting.

Metro Trainers:

Metro trainers shall be recognized Master Trainers with the Washington State Police Canine Association, and shall be a full time assignment.

There will be two Metro trainers who will equally share and be responsible for Generalist and Detection training.

The shared duties of Generalist Training include:

- Provide updated and continuing training on civil aspects, and ramifications of police canine use. (Generalist discipline)
- Provide a written evaluation on any team member when requested to do so by that team's supervisor or the Metro Management/ Oversight Committee.
- Keep records of training provided to each team.
- Notify a suspended team's supervisor within twenty-four hours of the suspension; the reason, and what course of action the trainers feel will best bring that team into compliance.
- Provide a current updated call-out roster to LESA dispatch.
- Review Log Books of Metro team members.
- Provide monthly training reviews to unit supervisors and Oversight Committee members.

The shared duties of Detection Training include:

- Provide updated and continuing training on civil aspects, and ramifications of police canine use. (Detection discipline)
- Keep records of training provided to each team.
- Insure that each team has a refreshed first-aid kit and schedule first-aid training.
- Provide monthly training reviews to unit supervisors and Oversight Committee members.

Other Collective Duties of the two Metro Trainers Include:

- Should any Metro team (handler or canine) be unable to meet the performance standards set forth by the Washington State Police Canine Association or this agreement, the Master Trainers have the authority to suspend that team from this Metro agreement. Both trainers must agree on the suspension. If an agreement cannot be reached, the decision will be made by the Metro Canine Management Committee.
- While a Metro team may pass the WSPCA standard, the Master trainers still have the authority to suspend a team from this Metro Agreement for performance issues that, in their expert opinion, create a liability in deployment of that team. Particular attention will be paid to incidents involving failure to release/recall, re-bite, or inappropriate contact.

- Both trainers must be in agreement to re-instate a suspended team (the team must clearly meet the standards).
- Both trainers must be in agreement in the permanent de-certification of a canine team (involuntary status).
- Both trainers shall be notified of any inappropriate incident (i.e. failure to release/recall, re-bite, or inappropriate contact) concerning a Metro team application. The trainers shall review and make recommendations to the team's supervisor.
- Both trainers are responsible for selecting training sites that maximize the performance levels of the teams. It is the intent of this agreement that the training sites will rotate among the participating agencies. The trainers shall insure that these sites are secure after training exercises.
- Both Trainers are responsible for organizing the monthly Metro Training meetings to include the training topic and scenarios. The Master Trainers will publish to both the management and oversight committees the training schedule in advance on a quarterly basis.
- Both trainers shall be present to conduct the performance tests on all Metro teams. Two scheduled and one unannounced test will be done annually. The trainers will provide a written report documenting the results of the tests to the Management and Oversight Committees.
- Provide training in both generalist and Detection work.

Metro Canine Team Duties:

- The duties and responsibilities of each Metro Canine team includes but are not limited to:
- Meeting the requirements of WAC 139.50.020 and the Requirements of Training for Police Dog Handler, as it is now or as may be modified in the future.
- They must meet the performance standards set forth by the WSPCA for Generalist, Detector, or Master Protection team. Demonstrate 4 times annually their ability to meet the standards set forth in this agreement.
- It shall be the responsibility of the responding agency metro team to secure approval from the requesting agency's field supervisor prior to deployment.
- Attend at least one of the training seminars offered yearly by the WSPCA, unless excused by their supervisor.
- Sign in and out of service with dispatch.
- Carry an approved communication device for metro canine related call-outs.
- Contact the Metro trainers at least once a week for Generalist or Detection training, and at least once a month be observed by both trainers.
- Attend the monthly Metro Canine Meeting, and if unable to attend, notify the trainer and/or the Metro Team's immediate supervisor regarding the absence. An attendance roster will be kept and will be retained by the Master Trainer.
- Immediately inform the Canine Management Team Member of his/her department and Metro Trainer of any inappropriate contact or unusual circumstances involving the behavior of the canine.

Metro Canine Deployment Criteria:

- At a minimum, prior to the application of a police canine, all Metro handlers shall insure that an arrestable offense has been committed. Some exceptions may apply, and in those special circumstances, it is the duty of the handler to consult with a supervisor.
- The handler's determination to deploy the canine shall be based on the standard of reasonableness, weighing the safety of the public against the immediate need to apprehend. Handlers may initiate deployment when, in the handler's reasonable judgment, an offender presents an imminent threat to the community or police officers, and the crime or circumstances necessitate immediate apprehension.
- The final decision to apply a police canine to a specific police operation shall remain with the handler, provided that the handler must keep in mind the canine capabilities and the reasonable and probable results of such use. The canine shall not be applied against the direction of the supervisor in charge. The handler may refuse to apply their canine at any time.
- Any scene supervisor and/or handler shall have the right and duty to cease a canine deployment based on any facts obtained after the deployment has been initiated which would alter the original reason for the deployment.

Metro Canine Call:

- A metro canine call is defined as a request for the assistance of a metro canine team by a police agency within Pierce County that may or may not have its own canine team.
- The police agency requesting assistance shall use its own on-duty team first, prior to requesting metro assistance, unless circumstances such as distance from call dictate otherwise.
- Metro calls for agencies who either do not have a canine team or do not have a canine team on duty shall be given to the closest available on-duty team

Metro Canine Call-Out:

- A Metro Call-Out shall be defined as a request for a canine response when no Metro Canine Team is on duty and the response necessitates that a canine team be "called out" beyond their regular duty hours.
- A Call-Out request shall be requested through LESA Communications. LESA Communications shall maintain a current Metro Canine roster and map of available canine teams and will contact the closest Metro Canine Team for a response.
- Each metro team's department shall bear fiscal responsibility for all costs incurred in maintaining their team (s), and for all costs associated with call-outs to participating members with active canine teams.

Incidental Contact:

In the event a K-9 makes an incidental contact, the handler involved will notify the on scene supervisor, their unit supervisor, and a Metro Master Trainer. Both Master Trainers will review the incident as soon as possible, collaborate, and make any recommendations. If the incident involved a non metro agency the unit supervisor will notify the Chair of the Metro Oversight Committee.

Liability and Indemnification:

When any metro canine team responds to a call for canine service for any agency, the requesting agency agrees by its request that the team will be acting under the direction and control of the requesting agency and agrees to assume liability under RCW 10.93.040 Liability for Exercise of Authority. In signing this agreement, the requesting agency agrees hereby to defend, indemnify, and hold harmless the responding Metro Canine Team to include but not be limited to: reasonable attorney's fees for any responding Metro Canine Team and from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses, and costs arising out of the K-9 call-out and/or application.

The responding metro team will act in accordance with the written policies, procedures, and guidelines set forth within the Metro Canine Agreement.

The following municipalities (cities, towns, or states) and their designated law enforcement agencies agree to abide by the Metro Canine Agreement when requesting assistance from a metro canine team. Use of a metro canine team does not void any other contract or provisions requirement payment for certain police services.

Length of Agreement: This agreement shall be reviewed and updated every two years by the oversight committee.

AGENCIES PARTICIPATING WITH CANINE TEAMS

AGENCY

AGENCY REPRESENTATIVE

Bonney Lake P.D.

Fife P.D.

Lakewood P.D.

Pierce County S.D.

Puyallup P.D.

Tacoma P.D.

AGENCIES PARTICIPATING WITHOUT CANINE TEAMS

AGENCY

AGENCY REPRESENTATIVE

Buckley P.D.

Dupont P.D.

Eatonville P.D.

Fircrest P.D.

Gig Harbor P.D.

Mike Davis

Milton P.D.

Orting P.D.

Roy P.D.

Ruston P.D.

Steilacoom D.P.S.

Sumner P.D.

Approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2012.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck



Business of the City Council
City of Gig Harbor, WA

Subject: Approval for Hotel Motel 2012 Contract for video service, Michael Dziak DBA EVI Productions

Proposed Council Action:

Authorize the Mayor to execute the Consultant Services Contract with Michael Dziak d/b/a/ EVI Productions in the amount of \$7000.00.

Dept. Origin: Hotel Motel - Marketing

Prepared by: Laureen Lund
Marketing Director

For Agenda of: April 23, 2012

Exhibits: Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CLH 4/13/12
7 4/13/12
bg-email 4/14

Expenditure	Amount	Appropriation
Required \$7,000	Budgeted \$60,000	Required \$0

INFORMATION / BACKGROUND

The 2012 Hotel Motel Tax Fund Operating Budget, Objective 1 provides \$60,000 for the Tourism Marketing Fund. Within this objective is the production of a new Gig Harbor video for use in multiple promotion applications. The consultant, Michael Dziak DBA EVI Productions, was chosen for the video production in the amount of \$7,000.

FISCAL CONSIDERATION

This expense will be paid for out of Hotel Motel Professional Services.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the Consultant Services Contract with Michael Dziak d/b/a EVI Productions in the amount of \$7,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MICHAEL DZIAK DBA EVI PRODUCTIONS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Michael Dziak, EVI Productions, 1944 Pacific Avenue Suite 201, Tacoma WA 989402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the development of a tourism promotion video and desires that the Consultant perform services necessary to assist in the development of the video; and

WHEREAS, the Consultant agrees to perform services more specifically described in Exhibit A, Scope of Service, dated April 23, 2012, which is attached hereto as Exhibit A, and is 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:

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 not to exceed Seven Thousand Dollars (\$7,000) for the services described in Exhibit A herein payable as follows:

\$2,333.33 after completion of shooting
\$2,333.33 after completion first draft
\$2,333.34 upon approval of final product.

B. The Consultant shall submit invoices to the City as each of the above phases are completed. The City shall pay the full amount of an invoice within thirty (30) 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. The fee structure presented above includes all incidental expenses. No additional invoices from the Consultant will be accepted for expenses such as meals or mileage.

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 the Consultant will begin work on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by June 15, 2012.

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 Scope of Services. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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 sub-contractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, sexual orientation, 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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

C. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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,

4/13/2012

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and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or 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 Administrator's 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. 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 in this Agreement or such other address as may be hereafter specified in writing.

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

Michael Dziak
EVI Productions
1944 Pacific Ave Suite 201
Tacoma WA 98402

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.

4/13/2012

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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 effective the 23rd day of April 2012.

CITY OF GIG HARBOR

Michael Dziak

By: _____
Mayor Charles L. Hunter

ATTEST:

Molly Towslee City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

EXHIBIT A
SCOPE OF SERVICES
April 23, 2012

Michael Dziak of EVI Productions will work directly with city of Gig Harbor Marketing Department to produce the following videos:

1. 3 minute video (three different endings)
2. 30 sec video/TV Ad
3. 10 sec video

EVI Productions will work directly with the city of Gig Harbor Marketing Department on creative ideas based on the following concept "A Day in the Life" and "Through the Visitors Eyes".

EVI Productions will:

1. Scout locations
2. Procure talent, music and other necessary staff
3. Shoot video in one or two days
4. Edit individual videos
5. Present draft of video for input
6. Finalize and adjust, reshoot if needed
7. Deliver finals



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

Subject:
Jerisich Dock Improvements – Consultant Services Contract/ Sitts & Hill Engineers, Inc.

Dept. Origin: Engineering

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

Proposed Council Action:
Approve and authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc., in the not to exceed amount of \$5,000.00.

For Agenda of: April 23, 2012

Exhibits: Consultant Services Contract and Scope of Services

	Initial & Date
Concurred by Mayor:	<u>CLH 4/13/12</u>
Approved by City Administrator:	<u>R 4/13/12</u>
Approved as to form by City Atty:	email 4-12-12
Approved by Finance Director:	<u>CDP 4/13/12</u>
Approved by Department Head:	<u>4/12/2012</u>

Expenditure Required	\$5,000.00	Amount Budgeted	\$65,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A budgeted 2012 Parks Objective provides for the dock extension and pump out replacement.

This contract will provide for obtaining the necessary permits and assist with the completion of bid documents for this work.

FISCAL CONSIDERATION

A grant amount from Washington State Parks & Recreation Commission in the amount of \$61,200.00 along with the City's project match of \$3,800.00 for a combined total project of \$65,000.00 will provide the necessary funding for this project.

BOARD OR COMMITTEE RECOMMENDATION

An informational project overview was presented to Operations & Public Works Committee on May 19, 2011.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Consultant Services Contract with Sitts & Hill Engineers, Inc., in the not to exceed amount of \$5,000.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SITTS & HILL ENGINEERS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Sitts & Hill Engineers, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Jerisich Dock Improvements and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work 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

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five Thousand Dollars and No Cents (\$5,000.00) for the services described in Section 1 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. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. 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 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. 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 31, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for

injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. **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.

10. **Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. **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.

12. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with

reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. 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 subconsultants 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.

14. 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.

15. Resolution of Disputes and Governing Law.

A. 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.

B. 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Sitts & Hill Engineers, Inc.
ATTN: Larry Lindell
4815 Center Street
Tacoma, WA 98409
(253) 474-9449

CITY OF GIG HARBOR
ATTN: Stephen Misiurak
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners
4815 Center Street, Tacoma, WA 98409
Telephone (253) 474-9449
Fax (253) 474-0163

ROBERT J. DAHMEN, P.E.
BRENT K. LESLIE, P.E.
ROBERT N. ERB, P.L.S.
KATHY A. HARGRAVE, P.E.
LARRY G. LINDELL, P.E.

March 29th, 2012
Revised April 9th, 2012

CITY OF GIG HARBOR
3510 Grandview Street
Gig Harbor, Washington 98335

RECEIVED

APR 09 2012

CITY OF GIG HARBOR
ENGINEERING

TO: Mr. Steve Misiurak, P.E.

SUBJECT: ***PROPOSAL FOR ENGINEERING SERVICES FOR EXPANSION OF THE JERISICH DOCK LOCATED IN GIG HARBOR, WASHINGTON***

Dear Mr. Misiurak:

Sitts & Hill Engineers is pleased to present this proposal for engineering services for a float expansion and new pump out station for the Jerisich Dock in Gig Harbor, Washington. Sitts & Hill Engineers has experience with similar projects throughout the Pacific Northwest. We are committed to providing the Project Team with the high level of responsiveness and service necessary to make this a cost effective and successful project.

This proposal includes our Project Description, Scope of Engineering Services, Exclusions and a summary of estimated Professional Services Fees.

PROJECT DESCRIPTION

Sitts & Hill Engineers proposes to provide the engineering services associated with the specifications, environmental and building permitting for float expansion and new pump out station at the above referenced project. We have based our proposal on preliminary information, meetings and design concept drawings provided by City of Gig Harbor.

The project will be designed to the 2009 International Building Code IBC with State and local amendments.

ASSUMPTIONS

We have made the following assumptions in the calculation of estimated engineering services fees:

1. Site access points will be off existing Jerisich Dock floats.
2. New float configuration concepts will be completed by Sitts & Hill with input from City Staff.
3. JARPA applications will be completed by City Staff with exhibits and input from Sitts & Hill.
4. Sitts & Hill Engineers Staff is not anticipating public input meeting due to limited project size.
5. City of Gig Harbor will advertise, analyze bids and award contract.

Civil, Structural and Surveying

EXHIBIT A

The City of Gig Harbor
March 29th, 2012
Revised April 9th, 2012
Page 2 of 3

BASIC SCOPE OF ENGINEERING SERVICES

Sitts & Hill Engineers understands the Scope of engineering services to be defined as follows. If Additional Items are required or excluded, please contact our office so that adjustments can be made to the proposed fees.

1. Meetings with the design team.
2. CAD drafting on AutoCAD sufficient for a permit submittal.
3. Specifications and General Notes. City of Gig Harbor will provide Division Zero and Division One specifications. Sitts & Hill will only provide technical specifications and will include General Structural Notes in the drawing package.
4. One set of formal progress for City of Gig Harbor review and coordination. This review will be for both environmental and building permit packages.
5. Stamped structural calculations sufficient for a submittal to the Building Department.
6. The Permitting Phase will include coordination with the City as required for permit submittal and the resubmittal of the construction documents, if required. We have budgeted for a meeting with city personnel during this phase.
7. Limited bidding and Construction Support Services.
8. Provide electronic format of bid package.
9. Permit submittal package will include Rough Order of Magnitude Construction Budget.

EXCLUSIONS - BASIC SCOPE OF ENGINEERING SERVICES

The following are a list of Additional Services that, at your request, may be performed under a separate contract if necessary.

1. Our Scope of work will **not** include structural design for fences, hand railings, site retaining walls or site structures.
2. Construction substitutions may be considered as an Additional Service.
3. Approved changes requested by the contractor, owner or design build subcontractors will be billed on a Time and Material basis.
4. Permitting services **not** specifically included in the Scope of Work.
5. Permit agency fees.

EXHIBIT A

The City of Gig Harbor
March 29th, 2012
Revised April 9th, 2012
Page 3 of 3

ENGINEERING FEES

Basic engineering services are Time and Materials basis and will be billed monthly. Construction Support Services will also be billed on a Time and Materials basis to help with budgetary considerations.

Proposed Fee Schedule

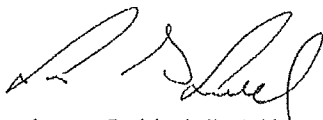
Additional Float and Pump Out Station Permit Submittal Package	\$4,700.00
Limited Bidding and Construction Support Services	\$ 300.00
Total of all Estimated Services	\$5,000.00

We are prepared to begin work upon receipt of Authorization to Proceed. To assure clarity in matters of our mutual responsibilities, we incorporate our Standard General Conditions and Chargeout Rates, copies of which are attached. These documents, together with this proposal, shall form the basis of our contract for the work. If this is acceptable to you, please complete the Authorization section below and return a copy to us. This will be our Authorization to Proceed with the work. This proposal is valid for a period of 120 days.

We appreciate this opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Larry G. Lindell, P.E.
Principal, Structural Project Manager

BD/FP/GH/Jeresich/2012-03-29 - GH - Rev 2012-04-09

Authorization Signature

Date

Printed Name / Title

EXHIBIT B

SITTS & HILL ENGINEERS, INC.
4815 Center Street
Tacoma, Washington 98409

The following are representative charges:

CIVIL AND STRUCTURAL ENGINEERING DESIGN

Principal	\$ 135 - 139/Hour
Senior Project Manager	\$ 110 - 124/Hour
Project Manager	\$ 98 - 116/Hour
Engineer	\$ 62 - 119/Hour
Landscape Architect	\$ 113/Hour
Inspectors & Technicians	\$ 62 - 95/Hour

SURVEYING

Principal Land Surveyor	\$ 139/Hour
Senior Project Surveyor	\$ 110 - 115/Hour
Project Surveyor	\$ 80 - 105/Hour
Survey Technician	\$ 60 - 95/Hour
Field Crew Chief	\$ 62 - 95/Hour
Field Crew Member	\$ 60 - 70/Hour

SUPPORT PERSONNEL

CAD Technician	\$ 66 - 95/Hour
Administration	\$ 61 - 74/Hour

MISCELLANEOUS

Mileage	\$ 0.55 per mile
Regular Materials (Stakes)	\$ 0.50 per unit
RTK - GPS	\$ 75.00/Hour
Special Materials	Cost Plus 15%
Subconsultants	Cost Plus 15%

CONSULTING ENGINEER AND COURT CASES

Principal	\$ 275/Hour
Engineer	\$ 225/Hour
Land Surveyor	\$ 225/Hour

Effective September 1st, 2011



Subject: Closed Record Decision-Final Plat/Final PRD Approval- Harbor Hill Div. 1A (PL-FPLAT-12-0001, PL-FPRD-12-0001)

Dept. Origin: Planning Department

Prepared by: Kristin Moerler, Associate Planner

For Agenda of: April 23, 2012

Proposed Council Action: Approve resolution

Exhibits: Planning Director's Recommendation Resolution
Hearing Examiner's Decision
Final Plat Map

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

Handwritten initials and date: CLH 4/18/12

Handwritten initials and date: R 4/17/12

Handwritten text: Email

Handwritten initials and date: TD 4/17/12

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

Attached for your consideration is a resolution approving the final plat and final planned residential development for Division 1A of Harbor Hill, located north of Borgen Blvd. and east of the Ridge at Gig Harbor Subdivision (currently being built out by the Quadrant Corp.).

The final plat/PRD for Division 1A addresses the segregation of the M-1 future development lot, establishes a park tract to serve future residents and includes related buffers/open spaces and associated infrastructure required to serve the M-1 parcel.

POLICY CONSIDERATIONS

Staff has reviewed the criteria for approval of the final plat and final PRD, as specified in GHMC Chapter 16.06 and 17.89; and has determined that the applicant has met the criteria for the approval of the final plat/PRD.

ENVIRONMENTAL ANALYSIS

The City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat, planned residential development, rezone and design review of the subdivision of three parcels into 554 single family lots and two multiple family lots that would be developed with a total of 270 units on November 17, 2010. This phase conforms to the requirements of the MDNS.

FISCAL CONSIDERATION

The proposal does not include any significant fiscal impacts.

PLANNING DIRECTOR RECOMMENDATION

The Planning Director, Tom Dolan, recommends that the City Council move to adopt the resolution approving the final plat and final PRD for Harbor Hill Division 1A.

RESOLUTION NO. 898

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT AND FINAL PRD FOR DIVISION 1A OF HARBOR HILL, LOCATED NORTH OF BORGEN BOULEVARD AND EAST OF THE RIDGE AT GIG HARBOR SUBDIVISION; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER 0222308002, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-12-0001 AND PL-FPRD-12-0001

WHEREAS, on December 30, 2010, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat and preliminary planned residential development (PRD) approval to Harbor Hill, located north of Borgen Blvd. and east of the Ridge at Gig Harbor Subdivision; a portion of Pierce County Assessor-Treasurer Parcel Number 0222308002; and

WHEREAS, on October 8, 2010, the City Council approved a Development Agreement for Harbor Hill providing for 20 years of vesting and allowing certain deviations from the code; and

WHEREAS, after preliminary plat approval, the applicant submitted and received approval for Civil Plans documenting the requirements for constructing the plat/PRD; and

WHEREAS, the applicant has posted performance bonds for the public and private infrastructure required in the preliminary plat/PRD approval; and

WHEREAS, street name of North Spring Way being utilized in Harbor Hill Division 1A was previously approved by the City on January 9, 2012; and

WHEREAS, an application for final plat approval was submitted to the City on March 22, 2012; and

WHEREAS, an application for final PRD approval was submitted to the City on March 30, 2012; and

WHEREAS, the applications submitted for final plat and final PRD approval were deemed to be complete on March 30, 2012; and

WHEREAS, the proposed final plat/PRD were circulated to the appropriate departments of the City for review; and

WHEREAS, the City requested revisions on April 11, 2012 clarifying documents to be submitted prior to Council review and requesting revisions to the final plat/PRD drawing; and

WHEREAS, the applicant submitted the requested documents and revisions on April 13, 2012 and April 17, 2012; and

WHEREAS, the final corrected drawings of the proposed final plat/PRD and requested documents were circulated to the appropriate departments of the City and recommendations for approval were obtained; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of April 23, 2012; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005, the Harbor Hill Division 1A subdivision, subject to the conditions imposed in Section 2:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;
2. Conforms to all terms of the preliminary plat and preliminary PRD approvals;
and
3. Conforms to all terms of the Development Agreement approval; and
4. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

B. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 17.89.080, the Harbor Hill Division 1A Final PRD, subject to the conditions imposed in Section 2:

1. Provides all features and amenities identified in the preliminary PRD;
2. Complies with the conditions of approval required by the City Engineer and a performance bond has been accepted in lieu of construction of the required improvements;
3. Complies with all conditions of approval required by the Fire Marshal;
4. Complies with all conditions of approval required by the Planning Director and a performance bond has been accepted in lieu of construction for required landscaping and amenities contained within Division 1A;

5. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 17 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Approval; Conditions

The City Council hereby approves Harbor Hill Division 1A Final Plat and Final PRD, File Nos. PL-FPLAT 12-0001 and PL-FPRD-12-0001, subject to the following conditions:

1. The Harbor Hill Residential CCRs, By-Laws, and Article of Incorporation shall be recorded with the county auditor prior to the recording of the final plat/PRD; and
2. The ROW Dedications located off site from the final plat/PRD shall be recorded with the County Auditor prior to the recording of the final plat/PRD; and
3. The Stormwater Maintenance Agreement and Sewer Maintenance Agreement shall be recorded with the County Auditor prior to the recording of the final plat/PRD.

Section 3. The City Council directs the Mayor and all other appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 4. The City shall record the final plat with the County Auditor, at the expense of the applicant, after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full.

RESOLVED this 23rd day of April, 2012.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
Angela S. Belbeck

FILED WITH THE CITY CLERK: 04/18/12
PASSED BY THE CITY COUNCIL: 04/23/12
RESOLUTION NO. 898



TO: Mayor Hunter and City Council
FROM: Tom Dolan, Planning Director
SUBJECT: Closed Record Decision-Final Plat/Final PRD Approval-Harbor Hill 1A
DATE: April 18, 2012

INFORMATION/BACKGROUND:

The applicant, Olympic Property Group LLC, has requested final plat approval for Division 1A of Harbor Hill to allow the segregation of the M-1 parcel and the development of associated infrastructure and amenities required to serve the M1 parcel. The site is located north of Borgen Blvd. and east of the Ridge at Gig Harbor Subdivision (currently being built out by the Quadrant Corp.). The preliminary plat/PRD was approved by the City in December 30, 2010 to allow the segregation of the 200 acre site into 554 single family lots and two future development tracts for multi-family development; subject to 16 conditions of approval. The following is an analysis of the request for consistency with the city's requirements for final plat and final PRD approval and with the conditions of approval imposed upon the project.

POLICY CONSIDERATIONS: Final PRD

Staff has reviewed the request for consistency with the criteria for approval of the final planned residential development as specified in Gig Harbor Municipal Code (GHMC) Chapter 17.89.080, and has determined that the applicant has met the criteria for approval of the final PRD as follows:

GHMC 17.89.080 Criteria for approval of final PRD application.

A. Applicants for a final PRD application shall demonstrate that all of the following criteria have been satisfied:

1. All features and amenities identified in the preliminary PRD have been constructed and/or are retained or improved;

The preliminary PRD approval was based upon the design features included in the proposed development including (but not limited to) the preservation of critical areas, interconnected open spaces and location of the highest densities in the areas adjacent to Borgen Blvd. and the existing commercial districts in the vicinity. The current phase is limited to the M-1 parcel, the buffers and open

spaces adjacent to that parcel, and infrastructure required to serve this phase. All features proposed in the preliminary PRD have been maintained in the approved civil plans and the construction of the required improvements have been bonded for.

2. The city public works director has documented that all conditions imposed on the preliminary PRD requiring public works department approval have been constructed or improved to the satisfaction of the director;

The City Engineer has accepted a performance bond for the construction of the required infrastructure to serve Division 1A of the PRD. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

3. The city fire marshal has documented that all conditions imposed on the preliminary PRD requiring fire code approval have been constructed (or per the fire marshal's discretion will be constructed pursuant to a subsequent permit) to the satisfaction of the fire marshal;

The Fire Marshall has approved Division 1A of the PRD. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

4. The city planning director has documented that all conditions imposed on the preliminary PRD requiring planning department approval have been constructed to the satisfaction of the director;

The Planning Director has reviewed Division 1A for compliance with the conditions of approval. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

5. Findings must be made that the preliminary PRD (and/or preliminary plat) conforms to all terms of preliminary PRD approval, and that the PRD meets the requirements of this chapter and all other applicable codes and state laws.

Findings have been developed in the attached resolution provided for your consideration. The findings support the approval of the Final PRD as well as the Final Plat.

POLICY CONSIDERATIONS: Final Plat

Staff has reviewed the request for consistency with the criteria for approval of the final plat as specified in Gig Harbor Municipal Code (GHMC) Chapter 16.06, and has determined that the applicant has met the criteria for approval of the final plat as follows:

GHMC 16.06.004-Recommendation as prerequisites for final plat approval:

Each preliminary plat submitted for final approval shall be accompanied by the following recommendations:

- A. Local health department or other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply;

The City of Gig Harbor is furnishing sewage disposal and water to the site.

- B. Planning director's recommendation as to compliance with all of the terms of preliminary plat approval of the proposed plat or subdivision;

The applicant has complied with all terms of the preliminary plat approval, as discussed below.

- C. Approval of the city engineer.

The City Engineer recommends approval of the final plat as the applicant has bonded for all required civil construction.

GHMC 16.06.005-Criteria for approval of subdivisions:

A final plat application shall be approved if the subdivision proposed for approval:

- A. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;

Division 1A of the Harbor Hill Plat/PRD has met the requirements of the municipal code. The proposed subdivision conforms to all applicable zoning ordinances and the comprehensive plan. The applicant has complied with the requirements to dedicate streets, open space and utility and access easements. The approved civil plans document that the construction of required improvements will comply with the city's adopted public works construction standards. For those improvements that have not been completed, the applicant has bonded for the work pursuant to GHMC 16.08. In addition the final plat contains the required certificates from the owner, surveyor, and city and county officials.

B. Conforms to all terms of the preliminary plat approval;

The Hearing Examiner's decision dated December 30, 2010 contained 16 conditions of approval. The proposed final plat of Harbor Hill Division 1A conforms to the conditions of the preliminary plat/PRD as follows:

HEX Condition 1: THE APPLICANT SHALL COMPLY WITH ALL MITIGATION MEASURES FOUND IN THE MITIGATED DETERMINATION OF NON SIGNIFICANCE (SEPA 08-0034) ISSUED FOR THE PROPOSAL, OR AS SUBSEQUENTLY AMENDED.

The MDNS issued for the proposal included three mitigation requirements. Of these, only one, related to traffic and transportation infrastructure is applicable to the current phase proposed for Final Plat/PRD approval. The other mitigating measures relate to wetlands which do not occur in Division 1A. The one relevant mitigation measure required that the applicant implement the public transportation infrastructure as proposed in the plan set dated August 17, 2010, and revised on October 4, 2010.

The Harbor Hill Phase 1A construction plans provide the required infrastructure in accordance with the Harbor Hill PRD Infrastructure Phasing Plan. The applicant has submitted minor revisions to the phasing of the infrastructure, consistent with the development agreement and SEPA, which have separated phase 1 into two phases so that the M-1 lot can be developed ahead of the first group of single family lots which are now proposed to be developed in phase 1B.

HEX Condition 2: ALL PERIMETER LANDSCAPING BUFFERS SHALL BE VEGETATED TO MEET THE STANDARDS OF GHMC 17.78.060, AS AMENDED THROUGH THE ALTERNATIVE LANDSCAPE PLAN APPROVED BY THE HEARING EXAMINER. THIS REQUIREMENT SHALL BE MET PRIOR TO APPROVAL OF THE FINAL PLAT.

The proposed buffers comply with this condition. The buffers have been inspected by staff and are presently fully vegetated in conformance with the provisions of the code. Additionally, the approved landscape plans include notes requiring perimeter buffer areas be planted as needed to meet this requirement, in case areas of visibility are identified after or in case buffer areas are impacted during construction.

HEX Condition 3: FIRE FLOW REQUIREMENTS SHALL BE MET. LOCATION AND MANNER OF FIRE LANE MARKINGS SHALL BE PROVIDED AT TIME OF CIVIL REVIEW.

Fire Flow requirements have been met. Pavement markings and signage plans are included in the civil construction drawings. Furthermore, a note has been

added to the civil plans that allows the fire marshal to require additional “No Parking – Fire Lane” signs and/or curb markings.

HEX Condition 4: CITY FORCES MAY REMOVE ANY TRAFFIC CONTROL DEVICE CONSTRUCTED WITHIN THE CITY RIGHT OF WAY NOT APPROVED BY THE OPERATIONS AND ENGINEERING DIVISION. ANY LIABILITY INCURRED BY THE CITY DUE TO NON-CONFORMANCE BY THE APPLICANT SHALL BE TRANSFERRED TO THE APPLICANT.

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 2 of the final plat.

HEX Condition 5: A ROAD ENCROACHMENT PERMIT SHALL BE ACQUIRED FROM THE CITY PRIOR TO ANY CONSTRUCTION WITHIN CITY RIGHT OF WAY, INCLUDING UTILITY WORK, IMPROVEMENTS TO THE CURB, GUTTER, AND SIDEWALK, ROADWAY SHOULDERS AND DITCHES, AND INSTALLATION OF CULVERTS. ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL.

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 2 of the final plat.

HEX Condition 6: PERMANENT SURVEY CONTROL MONUMENTS SHALL BE PLACED TO ESTABLISH PUBLIC STREET CENTERLINES, INTERSECTIONS, ANGLE POINTS, CURVES, SUBDIVISION BOUNDARIES AND OTHER POINTS OF CONTROL. A MINIMUM OF TWO PERMANENT SURVEY CONTROL MONUMENTS SHALL BE INSTALLED AT LOCATIONS DETERMINED BY THE CITY IN ACCORDANCE WITH THE CITY'S PUBLIC WORKS STANDARDS AND RECORDED WITH THE PIERCE COUNTY SURVEY CONTROL DIVISION PRIOR TO FINAL ENGINEERING APPROVAL OF CIVIL IMPROVEMENTS.

Survey control monument locations are shown on the civil construction plans. The applicant has included this requirement in the list of conditions contained on sheet 2 of the final plat.

HEX Condition 7: IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS.

This note has been included on the final plat. A Home Owners Association has been created and will be responsible for the irrigation and maintenance of the landscaping in the public Right of Way.

HEX Condition 8: THE FINAL PLAT MAP SHALL NOTE (WHERE IN QUOTES) OR DELINEATE THE FOLLOWING:

- a) WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT".
- b) "MAINTAINING ADEQUATE SITE DISTANCE AT ALL VEHICULAR ACCESS POINTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO MAINTAIN ADEQUATE SITE DISTANCE AT PRIVATE ACCESS POINTS LOCATED WITHIN THIS PLAT."
- c) "INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE UNLESS IT IS PROVEN TO BE ADEQUATELY RETAINED/DETAINED BY AN OFFSITE REGIONAL FACILITY.
- d) "WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED."
- e) STORMWATER FOR RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.
- f) IF PRIVATE ROADWAYS ARE PROPOSED THEN PROVISIONS SHALL BE MADE FOR THE ROADS AND EASEMENTS TO BE OPEN AT ALL TIMES FOR EMERGENCY AND PUBLIC SERVICE VEHICLE USE.
- g) "THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER (ENTER AFN HERE)."
- h) "STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS SITE PLAN. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT."

With the exception of items E and F above, the required notes have been included on the final plat. Item E is intended to address stormwater requirements for single family lots; it has been omitted as there are no single family lots

contained in this division. Item F is required if private roads are proposed, none are proposed in this division. All notes relevant to this division have been included on the final plat.

HEX Condition 9: AN ASSOCIATION OF OWNERS SHALL BE FORMED AND CONTINUED FOR THE PURPOSE OF MAINTAINING THE COMMON OPEN SPACE. THE ASSOCIATION SHALL BE CREATED AS AN ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE AND SHALL ADOPT AND PROPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS, AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTIONS ON THE COMMON OPEN SPACE THAT ARE ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUING CARE OF THE SPACE. NO COMMON OPEN SPACE MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF COMMON OPEN SPACE AREA, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE PERMITTED ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS. ALTERNATIVELY, THE COMMON OPEN SPACE MAY BE CONVEYED TO A PUBLIC AGENCY WHICH AGREES TO MAINTAIN THE COMMON OPEN SPACE AND ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, WHICH HAVE BEEN PLACED UPON IT.

An association of the owners has been formed and recording information is shown on the face of the plat. I'm not sure if they've recorded it or if it will be recorded—just need to determine if it is past or future tense to use.

HEX Condition 10: ANY DEDICATION, DONATION OR GRANT AS SHOWN ON THE FACE OF THE PLAT SHALL BE CONSIDERED TO ALL INTENTS AND PURPOSES AS A QUITCLAIM DEED TO THE SAID DONEE(S) GRANTEE(S) FOR HIS/HER/THEIR USE FOR THE PURPOSE INTENDED BY THE DONOR(S) OR GRANTOR(S).

This condition is informational in nature, the final plat complies with this condition.

HEX Condition 11: SINCE THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR A SEPARATE WRITTEN INSTRUMENT SHALL CONTAIN THE DEDICATION OF ALL STREETS AND OTHER AREAS TO THE PUBLIC, AND INDIVIDUAL(S), RELIGIOUS SOCIETY(IES) OR TO ANY CORPORATION, PUBLIC OR PRIVATE, AS SHOWN ON THE PLAT, AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD. SAID CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT.

This dedication language and required notary block are included on the face of the plat.

HEX Condition 12: ANY DEDICATION FILED FOR RECORD SHALL BE ACCOMPANIED BY A TITLE REPORT CONFIRMING THAT THE TITLE OF THE LANDS AS DESCRIBED AND SHOWN ON SAID PLAT IS IN THE NAME OF THE OWNERS SIGNING THE CERTIFICATE OR INSTRUMENT OF DEDICATION.

A title report has been submitted that documents that the property is owned by OPG LLC.

HEX Condition 13: SCHOOL IMPACT FEES AS REQUIRED BY GHMC 19.12.050(8)(11) SHALL BE COLLECTED FOR ALL RESIDENTIAL DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

The applicant has documented that this is required through the incorporation of the conditions of approval on sheet 2 of the final plat drawing.

HEX Condition 14: PROPOSED MULTIPLE FAMILY DEVELOPMENT SHALL GO THROUGH THE SITE PLAN REVIEW PROCESS, OR ANY SUBSEQUENTLY ADOPTED NONRESIDENTIAL LAND USE REVIEW PROCESS.

The applicant has documented that this is required through the incorporation of the conditions of approval on sheet 2 of the final plat drawing.

HEX Condition 15: THE APPLICANT SHALL COMPLY WITH ALL OF THE TERMS OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC, FOR THE HARBOR HILL DEVELOPMENT, DATED NOVEMBER 9, 2010 (OR ANY SUBSEQUENT AMENDMENTS).

This note has been included on the final plat. Harbor Hill Division 1A complies with the terms of the development agreement.

HEX Condition 16: IN ADDITION TO THE TRANSIT STOP PROPOSED ON THE SOUTH SIDE OF BORGES BOULEVARD, THE APPLICANT SHALL BE REQUIRED TO INSTALL A TRANSIT STOP ON THE NORTH SIDE OF BORGES BOULEVARD. THE FINAL LOCATION AND DESIGN OF BOTH TRANSIT STOPS SHALL BE AS DETERMINED BY THE CITY OF GIG HARBOR AND PIERCE TRANSIT.

Two transit stops are proposed to be constructed with phase 1A and are shown on the civil construction plans.

- C. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, this title and any other applicable city ordinances which were in effect at the time of preliminary plat approval.

The proposed final plat meets the requirements of Chapter 58.17 RCW, the requirements of Title 16 and those of other applicable city ordinances.

- D. Director's Decision: Tom Dolan, Planning Director, recommends that the City Council move to adopt the resolution approving the final plat/PRD for Harbor Hill Division 1A

**DECISION OF THE HEARING EXAMINER
CITY OF GIG HARBOR**

In the Matter of the Application of

OPG Properties LLC

**PPLAT-08-0001, PRD 08-0001,
REZ 08-0001**

for Preliminary Plat, PRD and
Rezone Approval

Background

OPG Properties LLC applied for preliminary plat, the subdivision of property located north and south of Borgen Boulevard NW, and planned residential development including rezone approval for "Harbor Hill", a planned residential community.

An open record public hearing was held on December 16, 2010. Cliff Johnson, Associate Planner, represented the Community Development Department, and John Chadwell represented the Applicant. The following members of the public gave testimony: Jennifer Starks, Steve Kunkel, and Dennis Loewe. The exhibits listed at the end of this decision were admitted.

For the purpose of this decision, all section numbers refer to the Gig Harbor Municipal Code, unless otherwise indicated.

Based upon consideration of all the information in the record, including that presented at the public hearing, the following shall constitute the findings, conclusions and decision of the Hearing Examiner in this matter.

Findings of Fact

THE APPLICATION

1. OPG Properties LLC, ("Applicant"), proposes a residential subdivision and planned residential development ("PRD") of 200 acres in three parcels (Assessor's Parcels 0222308002, 0222311000, and 0222311009) located north and south of Borgen Boulevard NW generally between Peacock Hill Avenue NW and 51st Avenue. In addition to approval of the preliminary plat and PRD, Applicant seeks a rezone from RLD to RLD-PRD to implement the PRD and the approval of an alternative landscape plan.

2. Applicant proposes that the plat be reviewed as a PRD under Chapter 17.89. The intent of the PRD is to allow for more creative and imaginative projects than possible

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under the regular zoning regulations, to preserve unique or sensitive physical features, to provide more open space and recreational amenities, and to promote more economical and efficient use of land and a unified design concept for the development. Parcels must be at least two acres in size to qualify for PRDs.

3. As a part of the PRD, Applicant proposes that some of the performance standards of the underlying zones be varied as permitted by Section 17.89.060. Those standards are setbacks, impervious surface coverage, and height.

4. Applicant and the City entered into a Development Agreement dated November 9, 2010, relating in part to the Harbor Hill Development proposal. Exhibit 12. The development agreement addresses extended vesting, transfer of traffic capacity reservations, waiver of park impact fees, model homes, dedication of park land, open space and trail, etc., and approves a phasing plan and describes the timing for completion of various required improvements and the allocation of conditions and mitigation among the phases.

5. On November 17, 2010, the City issued a Mitigated Determination of Non-Significance (MDNS) (Exhibit 4) pursuant to SEPA for the proposal, and Adoption of Existing Environmental Document, MDNS, SEPA 03-46 (Exhibit 15), that was issued for the Business Park at Harbor Hill preliminary plat. Mitigating conditions were imposed requiring implementation of public traffic infrastructure improvements shown in the plan set revised October 4, 2010, and protections for wetlands buffers. The conditions in the adopted MDNS that have any relation to this proposal have been satisfied. The MDNS was not appealed.

THE SITE

6. The site is divided by Borgen Boulevard into two parts, approximately 80 acres north of Borgen Boulevard and the remaining 120 acres south of that street. The site is undeveloped, except for major utility infrastructure including 1.5 million gallon water reservoir at the north end of the site, sanitary sewer, and a regional storm detention facility, constructed pursuant to a pre-annexation agreement, and is heavily forested with second growth trees. The topography is described as moderate and rolling with areas that exceed 30 percent slope. The north parcel slopes gradually down to the south. The south parcel slopes down to the west from the east and to the south.

7. The Wetland Analysis Report (Exhibit 5) identified three wetlands on the site and a small stream. The Wetland Analysis Report and the Detailed Wetland Mitigation Plan (Exhibit 6) were submitted to the City and reviewed by the City's consultants. The report found the wetlands to be category III wetlands. A small, .26 A., wetland is located near the north property line of the northern part of the site. Wetland B is south of wetland A, and is approximately .29 acres in size. Wetland E is a large, narrow wetland that lies across the entire west edge of the southern portion of the site and appears to feed a tributary of Donkey/North Creek. The creek, on the western portion of the southern portion of the site, is a Type 4 stream and is non-fish bearing. Based upon the level of functioning determined for these wetlands, Section 18.08.100 requires 80 ft. buffers and the stream requires a 25 ft. buffer. Section 18.08.184.

8. The part of the subject site south of Borgen Boulevard is designated in the Comprehensive Plan as PCD-Residential Low and the designation of the site north of Borgen Boulevard is split between PCD-Residential Low on the east and PCD-Residential Medium on the western portion. Those PCD designations are intended to promote optimum site development options that are compatible with the community's planning goals and interests. Comprehensive Plan 2.2.3(f).
9. Zoning of approximately 30 acres of the northern part of the site is Planned Community Development Residential Medium Density (RMD) and the remaining 50 acres is zoned Planned Community Development Residential Low Density (RLD). The entire site south of Borgen Boulevard is zoned RLD. The RLD district is intended to provide for well-designed residential developments, for clustering to protect natural features and amenities, and to allow for innovative development concepts. The RMD designation is intended to provide for greater population densities, efficient delivery of services and increase in accessibility to employment, transportation and shopping, and to serve as a buffer and transition area between more intensely developed areas and lower density residential areas.
10. Land to the north of the subject site and to the east is outside the City limits in the urban growth area in Pierce County, with R-1 pre-annexation zoning and is developed with single-family residences. The RMD zoning extends to the west from the southern half of the northern part of the site and the adjacent land is developed with a single-family residential subdivision. Land to the west of the northern half of the north part is zoned R-1, also developed with a single-family subdivision. Land south of the site is zoned ED and R-1 and is developed with the Northharbor Business Park and single-family residences. To the west is vacant land in the PCD-BP District.
11. The subject site is part of the Pope Resources property that was within an area annexed to the City in 1997 and subject to a pre-annexation agreement. That agreement required that a water storage tank and east-west road be constructed before building permits could be issued in the area. The water tank was constructed and is located on City property within the northern portion of the subject property, sanitary sewer facilities were constructed in the southern portion, and Borgen Boulevard was constructed to provide the east-west road.
12. The subject site is also the subject of a development agreement between the owner and the City approved by the City Council on November 8, 2010. Exhibit 12. That agreement extends the vesting period for the plat, rezone and PRD and traffic, water, and sanitary sewer capacity reservations for 20 years; it waives park impact fees; it addresses phasing of development and provides flexibility for meeting minimum residential density and open space requirements; it allows model homes. The City's benefits would include the master planned community and the dedication of 19.9 acres of open space, trails and parkland.

THE PROPOSAL

13. Applicant proposes 554 single family lots and two multiple family parcels, one north and one south of Borgen Boulevard, for future development with 270 units, referred to by Applicant as future development tracts (FDTs). The multiple family use could be any of a number of housing types depending upon market demand at the time of development.

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Examples given are townhouses, cottage housing, rental apartments, and continuing care residential community, independent living, assisted living, skilled nursing, for senior residents. Over 68 acres of the plat would be open space.

14. The allowed maximum density for this site with its RLD and RMD zoning has been calculated to be 895 dwelling units and minimum density of 644 dwelling units. The proposed build out when all phases are completed is 824 dwelling units, 4.1 dwelling units per gross acre or 5.1 per net acre, so the proposal meets both the minimum and maximum density requirements for the site set by Sections 17.17.040 and 17.21.040. No density bonus is proposed.

15. The proposed plat would have primary access from Borgen Boulevard, Peacock Hill Avenue and Harbor Hill Drive. A system of public streets and alleys would be constructed throughout the site that would also connect to neighborhood streets, Amber Court and 119th Ct. NW, in the part of the plat north of Borgen Boulevard. Two parkway roads with two 10-foot travel lanes, and two 8-foot parking lanes would connect to Borgen Boulevard and Peacock Hill Ave. Sidewalks, hard surfaced walkways, and trails are proposed throughout the site, including meandering walkways in 25-foot wide landscaped open space corridors on both sides of the parkways. The roads are required to be constructed in accordance with the City's public works standards.

16. Applicant proposes to provide various dedications and transportation improvements, in addition to the on-site circulation system. Among the improvements proposed is a roundabout on Borgen Boulevard at the proposed intersection with Road A of the plat and to widen Borgen Boulevard to two lanes in each direction from just east of the Harbor Hill Drive intersection to the proposed Road G intersection, plus a half-road extension of Harbor Hill Drive constructed at the south end of the project. A condition of the MDNS requires implementing the public infrastructure improvements proposed in the plan set dated August 17, 2010, revised October 4, 2010, which plan set is not a part of the record for these findings. Exhibit 4.

17. The subdivision is designed to create a dozen "neighborhood" sized blocks. Exhibit 11. These would be arranged around a core of interconnected open spaces. Roads and a sidewalk/trail system would connect the neighborhoods to each other and to the parks and open spaces.

18. The proposed lots vary in size from 3,600 square feet to 7,500 square feet with dimensions generally of 40 by 90 ft., 50 by 90 ft., 60 by 90 ft. or 70 by 90 ft.

19. The minimum setbacks required by the RLD district are a front yard setback of 20 ft. for the house itself, rear yard setback of 30 ft., and side yard setback of 8 ft. In order to cluster development and maximize open space and natural area preservation, Applicant proposes to modify the setbacks. The building envelope location on each lot would typically provide 10 ft. front yards, 10 ft. rear yards, and 5 ft. side yards. Some lots would have 5 ft. setbacks in the front and rear and 10 ft. on the sides. The required setbacks in the RMD zone for multifamily development are 10 ft. front and 30 ft. side and rear. Applicant proposes 10 ft. setbacks on all sides for non-single family development. For single-family development the required setbacks are 15 front, 15 rear and 5 feet side yards. Applicant proposes generally 10 feet front, 10 feet rear and 5 feet side yards

except for a few lots that are proposed to have 5 feet front, 5 feet rear, and 10 feet side yards.

20. Maximum impervious surface allowed on a lot in the RLD district is 45 percent and in the RMD, 65 percent. In a PRD, impervious surface coverage of individual parcels may exceed the percentage allowed provided that the total coverage of the PRD does not exceed the percentage permitted. Section 17.89.060. Applicant proposes that individual lots be allowed to cover 65 percent, but total coverage of the entire plat would not exceed 45 percent.

21. Building height is allowed to exceed the maximum permitted by the underlying zone in certain circumstances. The height limit in the RLD is 35 ft. and in the RMD, 45 ft. The proposal is to stay within the 35 ft. height limit for all single-family homes but allow up to 45 ft. for the non-single family uses, including those in the RLD south of Borgen oulevard Section 17.89.060 requires that for any perimeter building exceeding the maximum height of the underlying zone, the distance between the building and the perimeter be not less than the front yard setback plus five feet for each foot of excess height.

22. A variety of open spaces is proposed for the site. Six neighborhood scale parks would be connected by the pedestrian network. The wetland and buffer areas are required to be retained as open space. PRDs are required to provide at least 30 percent of the area, or 60 acres for this site, as common open space and a total of 68.7 acres is shown on plans. Fifty percent of the required open space must be usable for active or passive recreation. The trail and park areas would allow for active recreation and also afford views of the natural areas and allow for bird watching so all of the open space will be usable for either active or passive recreation. Two areas totaling 19.9 acres, the South Wetland/Loop Trail and a tract described as "Gateway Park", are to be dedicated to the City as public open space, according to the Development Agreement. Land for the dedicated park lies along the western edge of the portion of the plat south of Borgen Boulevard.

23. Section 17.78.060B requires a 25-ft. landscaped buffer consisting of a dense vegetative screen around all residential subdivisions. Section 17.78.050 requires that all significant vegetation in the perimeter buffer be retained and be subject to a 10-ft. no construction zone. The proposed plat provides for a 50 ft. buffer on most of the perimeter, however Applicant seeks approval of an alternative landscaping plan pursuant to Section 17.78.100 for the northwestern portion of the site just south of Borgen Blvd. where no landscaped buffer would be provided along an open space area that is to serve as an active park and visible "gateway" to the PRD. The usable open space would be approximately 125 ft. by 450 ft. A primary trail connecting the residents to transit stops and the public to the wetland area trails and the neighborhoods is to go through the park. The required dense screen would obscure what is intended to be a highly visible park and the access to the trail and the public area and defeat a part of its purpose.

24. An alternative landscaping plan may be approved if it represents a superior result over what would be achieved by strictly following the Landscaping and Screening Chapter's requirements. The proposed plan providing for the large open area at this visible location would meet the intent of the chapter's requirements to be a buffer

between differing land uses and improve aesthetics and enhance overall appearance and would be superior to the strict requirements.

25. Applicant proposes to construct an access road across the south end of wetland E, requiring that 1,834 square feet of the wetland be filled. Section 18.08.140 allows placement of access roads in category III wetlands and buffers if the department determines that there are no reasonable alternative locations and impacts to the wetland functions and values can be fully mitigated. To provide the connections between Harbor Hill Drive, Borgen Boulevard and Peacock Hill Road, the roadway must cross the south end of the wetland. The new road is proposed at the location of an existing road at the narrowest and lowest wetland functioning part of the wetland system to minimize the impact. Applicant is proposing to create 3,668 square feet of wetland as mitigation for the alteration of wetland E. The new wetland would be in the same wetland system as the impact, at the north end of wetland E where it may actually increase the function. The construction of the road, stormwater outfalls, boardwalk and trails would also impact 23,450 square feet of existing wetland buffer. Section 18.08.120 allows access roads and utilities across wetland buffers if there are no reasonable alternative locations and mitigation is provided. The department has determined that there are no reasonable alternatives. To mitigate for the impacts of the buffer alteration, Applicant is proposing 23,450 square feet of buffer enhancement. The Detailed Wetland Mitigation Plan indicates that the wetland and wetland buffer alterations will be fully mitigated. Department planning staff is satisfied that the requirements for alteration of wetlands have been met.

26. Applicant provided a Preliminary Stormwater Report and proposed storm system layout that the City engineers reviewed. The proposal includes a network of storm drainage catch basins and pipes for conveyance to two detention facilities in the south part of the plat. Some roof runoff is to be directed to the wetlands for recharge. The project engineer explained the final detailed design would satisfy the City's standard for quality and quantity in that the after-development rates of stormwater flow off the site will be the same as current rates. Testimony of Fure.

27. Sanitary sewer lines will be constructed and connect to the City's sewer system. The proposed system would be in accord with what has been planned for Basin 3 in the City's Wastewater System Comprehensive Plan and ownership would be turned over to the City on acceptance. The City Engineer determined that the current sewer system has sufficient capacity for the plat and the sewer concurrency reservation certificate application was approved for 823 ERU's.

28. Water will be provided by the City, which has adequate water as shown by the approved water concurrency reservation certificate for 823 ERU's. Lines meeting City requirements will be constructed on-site and connect to storage and transmission line improvements constructed on the site by the property owners pursuant to the pre-annexation agreement. The proposed system is in accord with the City's Water Plan and upon acceptance ownership would be turned over to the City. Exhibit 7.

REZONE

29. The proposal includes multifamily development both within the RMD-zoned portion of the site where multiple family uses are allowed, and on a 10-acre tract within the RLD-

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zoned portion just south of Borgen Blvd. where multiple family development is not a permitted use, except that the PRD provision, Section 17.89.050(B), allows for residential other than single family uses and low impact retail uses if a rezone application is submitted that meets certain criteria, in addition to the normal rezone criteria. Because the underlying RLD zone would not allow the potential multifamily uses proposed, a rezone application was submitted for amendment of the zoning map to RLD-PRD. The special criteria for map change in a PRD are: 1) that the proposed uses that would not otherwise be allowed in the RLD must constitute no more than ten percent of the project; 2) they are to be an integral component of the development; 3) they are to be compatible with any existing residential uses; and 4) they are to be consistent with the Comprehensive Plan.

30. The RLD tract on which is proposed multifamily development is ten acres out of a total of 200 acres in the project, or five percent.

31. The proposed multi-family use of this site is integral to the overall Harbor Hill PRD that is to provide a variety of housing types with the most intense concentrated on each side of and near to Borgen Blvd. and closest to the commercial areas both as a buffer for the single family neighborhoods in the PRD and most proximate to transit and other services.

32. Existing residential uses are well separated from southern FDT chosen for multifamily development by distance and by Borgen Blvd. Development will be subject to design review that can assure compatibility, and separation of structures would be sufficient that any greater height allowed by PRD approval would not be incompatible with existing development.

33. The general criteria for a zoning map amendment criteria are that the proposed map amendment be consistent with and further the goals, policies and objectives of the comprehensive plan, the proposal must further or bear a substantial relationship to the public health, safety and welfare, the amendment must not cause substantial detrimental effect, and that Applicant has demonstrated that there have been changes in conditions since the original zoning of the property. Section 17.100.035.

34. The map amendment would be consistent with and further a number of the goals, policies and objectives of the Comprehensive Plan where it is an integral part of the PRD. For instance, Policy 2.2.3 of Goal 2.2 for the PCD-RLD designation specifically "allows unique and innovative residential development concepts that will provide for unconventional neighborhoods, provide affordable housing for a wide range of income levels...." Goal 2.3 is to promote community diversity and distinction and increase housing opportunities, and the policies to implement the goal include offering housing opportunities for varied types and ages of households, looking at maximum density rather than minimum lot sizes to optimize design techniques suitable to natural features, and providing for safe pedestrian linkages. Allowing for the multifamily housing will assure the PRD would offer the diversity desired by the goal and further the policies. Goal 2.6 seeks to preserve natural features that have been defined as suitable for open space by providing special incentives. The increasing the density in this part of the PRD through the map amendment would forward this goal and the policy to allow maximum flexibility

to preserve open space. Similarly, Goal 2.8 to provide site development flexibility would be served by rezoning this tract for PRD.

35. Because the proposal is consistent with the goals and policies of the Comprehensive Plan to allow developers to expand the range of possible housing types to meet the need at the time the property is developed, and can do so without overburdening the existing infrastructure, amendment would bear a substantial relationship to the public health, safety and welfare.

36. The proposed amendment should not result in any substantial detrimental effect in the area. By allowing more density on the proposed site south of Bergen Blvd, multifamily development will be more dispersed than it would be if concentrated in the RMD zone north of Bergen Boulevard closer to single-family developed neighborhoods. The site proposed to be rezoned to allow the multi-family use through the PRD is nearest to Bergen Blvd. and does not immediately abut any residential development.

37. Authorities have determined that the existing and proposed infrastructure will be sufficient to accommodate the increased density in this location.

38. Since the original zoning of the property, there have been many changes in the area including the construction of Bergen Boulevard, significant commercial development in the Bergen Boulevard corridor and residential development in the immediate neighborhood, and the construction of other infrastructure improvements such as the water reservoir, sanitary sewer system, and regional storm water detention pond.

SUBDIVISION

39. Section 16.05.003 sets forth the following criteria for consideration by the hearing examiner on a preliminary plat application:

- A. Whether the preliminary plat conforms to Chapter 16.08 GHMC, General requirements for subdivision approval;
- B. If appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- C. Whether the public interest will be served by the subdivision and dedication.

40. Section 16.08.001 contains the general requirements for subdivision approval. Generally, those requirements are that findings of fact be made that it conforms to land use controls, that there are direct access waivers if requested and clear markings of private roads, how dedications, park names, land with flood, inundation or swamp conditions, and bonds are to be handled. Several are not applicable to this proposed plat so only applicable requirements will be addressed.

41. With the deviations in standards provided for in the Development Agreement, approval of an alternative landscape plan that provides a large open space park instead of 25 ft. wide perimeter buffer on one side, approval of the map amendment, variations in

development standards through PRD approval, and imposition of conditions of approval, the proposed subdivision will be in conformity with applicable zoning ordinances, the Comprehensive Plan and other applicable land use controls.

42. The dedications shown on the face of the plat will be regarded as a quitclaim deed, as required, and a condition is proposed to assure the correct handling of the dedications including title reports.

43. Open spaces account for approximately 34 percent of the land area in the plat, which constitutes appropriate provision of open space.

44. The preliminary plans for storm drainage facilities were reviewed by the City's Senior Engineer who recommended approval subject to conditions including that the final design be in compliance with the Public Works Standards and the Stormwater Management and Site Development Manual.

45. The City reviewed a traffic impact analysis (TIA) for the proposal. A Transportation Capacity Reservation Certificate was issued for the Harbor Hill Business Park project for 2,013 peak hour vehicle trips based on the most intense uses allowed, and impacts were mitigated by construction of traffic improvements. Several of the facilities developed in the business park generate considerably less traffic than the uses that were used in the model for transportation concurrency purposes for that site. Through the development agreement, some of the excess trips that had been reserved for that project, 641 peak hour trips, were transferred to the residential area of the subject site and 60 peak hour trips for the public park on the subject site. Since the modeling showed no net increase in the total number of pipeline trips, it was not necessary to reserve any additional capacity and there would be no reduction in the level of service on City-owned transportation facilities.

46. The Operations and Engineering Division has determined that the proposed streets and other public ways meet the City's standards. Exhibit 7. With the conditions proposed and the extensive mitigation proposed and incorporated in the MDNS conditions and Development Agreement, the subdivision makes adequate provision for streets, roads, alleys, and other public ways.

47. Pierce Transit Route 100 serves the site and Pierce Transit indicated that only two additional stops are needed to serve the development. Applicant proposed one stop on the south side of Borgen Boulevard so staff has recommended that a condition of approval be imposed requiring an additional stop on the north side of Borgen Boulevard. With two new transit stops, transit is adequately provided for by the subdivision.

48. The development would connect to the City's water system. Applicant holds an approved Concurrency Reservation Certificate that indicates that adequate domestic and irrigation water supplies are available to serve the subdivision.

49. The development will construct new facilities to connect to the City's sewer system. The City Engineer determined that the system has sufficient capacity for the subdivision.

50. With the trails and park areas proposed, the preliminary plat provides adequately for open space, parks, and recreation, and these provisions obviate the need for park impact fees to offset the impact of the new demand by residents.

51. The proposed plat would be in the Peninsula School District, which did not make any comment to the application. School impact fees are required by Section 19.12.050B to be paid prior to issuance of building permits for residential development and will mitigate impacts of increased demand on schools so adequate provision is made for schools and grounds.

52. If children residing in the subdivision are required to walk to school or to Borgen Blvd. to meet a school bus or transit bus, the subdivision provides adequate pedestrian facilities to assure safe walking for those children.

53. The public interest would be served by the subdivision and proposed dedications where the division and dedications will result in a planned residential community, designed to retain the maximum amount of open space possible and still have reasonable development, protect wetlands and trees, provide recreational opportunities for residents and the public, offer a variety of housing opportunities at various levels of cost near commercial and retail and employment centers, all while relating in a positive way to the developed areas around the site.

PLANNED RESIDENTIAL DEVELOPMENT

54. The criteria for approval of preliminary PRD applications are set forth in Section 17.89.070 and will be addressed individually below

55. Applicants for PRD approval must demonstrate that the proposed PRD satisfies all applicable code requirements, recognizing that some may be modified by the PRD itself, and is compatible with surrounding properties. Section 17.89.070A.

56. The landscaping and site plans show the location of proposed open space and parks, road layout, buffering, and parking pedestrian circulation, as required by Section 17.89.070A.1. Open space tracts are located throughout the plat and a perimeter landscaping buffer is proposed double the width required around the perimeter except at the location of an open space park where it would detract from the design for the open space and trail. Two parking spaces per unit for single family residential lots will be shown before building permit issuance and required parking for the development on the multifamily lots will be shown and provided. A well-integrated pedestrian circulation system is shown with sidewalks along roadways and trails through the open space. Loading and storage for the multifamily development will be reviewed during design review for that development. The project has received design review administrative approval.

57. The unique characteristics of the property have been identified, as required by Section 17.89.070A.2. Clustering allows the retention of the mature forested wetlands that provide opportunities for trails and recreation as well as open space. Location proximate to high intensity retail and commercial uses makes greater density reasonable in the location proposed and allows for greater pedestrian connectivity, though no density bonus is requested.

58. The height proposed for the multi-family use or similar use on the southern FDT is appropriate because of the characteristic of the proposed use and the location next to the high intensity commercial areas. The taller multi-family development here would

provide part of the density required and allow greater retention of the open space, responding to Section 17.89.070A.3.

59. Applicant has shown how the arrangement of the buildings and open spaces relate to other buildings and uses within and without the PRD. Section 17.89.070A.4. The Design Review approval took into account the arrangement of the lots, amount of open space, retention of significant vegetation, maintenance of natural topography, etc. in the approval. Importantly, the individual houses will be reviewed for design review compliance and the proposed multi-family development will undergo site plan and design review.

60. The plans show mitigation of the visual impact of the PRD to the extent needed. Section 17.89.070A.5. The wider than required landscaping buffer around the perimeter, except for the open space park at the northwestern side of the southern portion, and the retention and enhancement of forested wetlands and their buffers mitigate any visual impact, however the proposed development of largely single family residences in carefully designed neighborhoods is not anticipated to create visual impact in need of further mitigation. Additional review of the scale and massing of the multifamily type of housing will occur at the time development of those sites is proposed.

61. The plans identify public improvements proposed, unrelated to a request for bonuses. Section 17.89.070A.6. The roads and park and open space are shown on the plat and proposed for acceptance by the City.

62. No density or height bonus has been requested, though a variation in allowed height for the RLD FDT is proposed, so subsections 7, 8, and 9 of Section 17.89.070A do not apply. Greater density in the RLD-PRD and extra height would allow for more retained natural features.

63. With the conditions recommended by the Public Works Department, the site access, on-site circulation and off-street parking would meet all of public works standards and make adequate provision for roads, streets and alleys and the streets, sidewalks and trails and would be adequate to carry anticipated traffic, satisfying the requirements of Section 17.89.070B.1.

64. The PRD makes adequate provision for all required public utilities and, with the proposed conditions of approval, the water, sewer and stormwater facilities would be suitable and adequate to provide service as required by Section 17.89.070B.2.

65. As the site is designated as Planned Community Development Residential Low and Residential Medium on the Comprehensive Plan Land Use Map, the proposed uses would be consistent with the Comprehensive Plan as required by Section 17.89.B.3. The PRD would also satisfy other goals for preservation of open space and increased housing opportunities.

66. The PRD would accomplish development better than that resulting from traditional development and provide benefit to the city and residents, as required by Section 17.89.070B.4, from its imaginative design, efficient use of the land, provision of a large amount of interconnected open spaces and trails connecting those spaces and the parks available to and enhancing recreational opportunities of residents and members of the public, retention of wetlands and buffers through the clustering of development away

from those areas, and a pleasing design that maximizes open space by clustering development and locating more intense development near the arterial and other more intense uses.

67. The responsible City officials have determined that the public facilities serving the proposed development are adequate and, as the overall density would be as planned for the area and would not create a greater burden than traditional development, as required by Section 17.89.070B.5.

68. The proposal, with the conditions recommended by the Fire Marshall, will satisfy the requirement of Section 17.89.070B.6 that the provisions for fire protection must be adequate.

69. The perimeter of the PRD must be compatible with the existing land use or property that abuts or is directly across the street from the subject property. Section 17.89.070B.7. The use of the land adjacent to the eastern, southeastern, northern, and northwestern boundaries of the PRD are the same as proposed for the subdivision, single-family. Where multi-family development is proposed at the southwestern corner of the northern portion of the plat, the adjacent use is single-family, despite the RMD zoning. Though a neighboring resident expressed concern about conflict in use, that property was legislatively determined to be appropriate for multi-family use as reflected by its zoning. The 50 ft. dense vegetative perimeter buffer plus the setbacks proposed should reduce or eliminate the perceived incompatibility, along with site plan and design review which will address massing and architectural design. The existing uses to the west of the southern portion of the site are well separated and the large open space/park tract would maintain separation between the single-family lots in the plat and any future commercial development.

70. Applicant and the Canterwood Homeowner's Association, representing the development adjacent to the northeastern portion of the plat where single-family development would be adjacent to single-family development, have agreed that the 50 ft. buffer is a material consideration in the homeowner's association's support for the application and that any proposed reduction would be a major amendment requiring review and approval by either the City Council or hearing examiner. Though not agreed to by the parties to the agreement, any reduction less than ten percent would appropriately be treated as a minor amendment for administrative review.

71. The proposed public parkway roads connecting to Borgen Boulevard and Peacock Hill Avenue provide the circulation points functionally connected to the public right-of-way contemplated by Section 17.89.070B.8. Though a resident of an adjacent neighborhood expressed concern about additional traffic from the PRD with the connection to the neighborhood street, the Transportation Element of the Comprehensive Plan requires that roadways of all classifications be planned to provide for that connectivity.

72. The proposal clearly integrates open space into the project through the connected wetlands and buffers, trail system and views of the open space from many of the lots, as required by Section 17.89.070B.9, rather than creating a separate open space element in the PRD.

73. Compatibility of design and its response to character, appearance and quality of development of the property and surrounding properties, required by Section 17.89.070B.10, is assured by the requirement to conform to the Design Manual and that review at the time of building permit, and site plan reviews for the FDTs.

74. Each phase for the completion of the PRD is to contain required parking, open space, roads, recreation space, utilities and landscaping necessary for creating and sustaining a desirable and stable environment. Section 17.89.070B.11. Here, each phase is designed to be functionally independent as to parking, open space, roads, recreational space, utilities and landscaping. The Development Agreement provides for flexibility in meeting density and open space requirements for individual phases as long as the entire plat complies.

75. As required by Section 17.89.070C, Applicant did submit a separate application for a rezone to allow multifamily use in the RLD zoned FDT.

76. The Department issued its Notice of Administrative Decision (Exhibit 3) approving DRB 08-0105 and finding that the applicable standards of the Design Manual are met by the preliminary plat. That decision was not appealed.

77. Notice of the proposed action and hearing was posted on the site on November 29, 2010, and published and mailed to interested parties and property owners within 300 ft. on December 1, 2010.

Conclusions

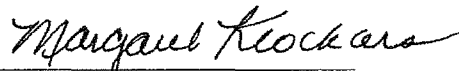
1. Sections 16.05.002 and 19.01.003 authorize the Hearing Examiner to make final decision on site-specific rezones, preliminary plat applications, preliminary planned residential developments and alternative landscape plans when consolidated with other Type III decisions.
2. Notice and hearing requirements were met.
3. The findings document that the public use and interest will be served by the proposed preliminary plat and the dedications proposed. The application was shown to be consistent with the Comprehensive Plan and, with the approval of the alternative landscape plan which was shown to satisfy the criteria for approval and should be granted and imposition of the conditions of approval recommended by staff, it would conform to applicable zoning and make adequate provision for the items listed in Section 16.05.003B. The preliminary plat should be approved with the recommended conditions.
4. The proposed map amendment was shown to further the goals and policies of the Comprehensive Plan, bear a substantial relationship to the public health, safety and general welfare, and not cause any substantial detrimental effect. The findings show that there has been a definite change in the area since the original zoning of the site to be rezoned that makes it appropriate for the increased density. The showing is sufficient to warrant the rezone to RLD-PRD in support of the proposed PRD so it should be granted.

5. The findings show that the proposed PRD is consistent with the criteria for approval and should be approved. The PRD approval should include approval of the modification of the required setbacks as proposed, the increased allowance of impervious surfaces on individual lots to 65 percent, and the modification of the height limit for any use that is not single-family within the RLD-PRD zoned FDT south of Borgen Boulevard, recognizing that that height is already permitted on the FDT north of Borgen Boulevard.

Decision

The proposed preliminary plat with the alternative landscape plan, rezone to RLD-PRD of the approximate 10 acres at the northwestern portion of the south part of the site, and planned residential development with modification of the minimum yard setbacks, impervious surface allowances on individual lots, and height limit, all as described above, are approved subject to the conditions listed in Attachment A.

Dated this 30th day of December 2010



Margaret Klockars
Hearing Examiner

Concerning Further Review

There is no administrative appeal of the hearing examiner's decision as to the preliminary plat and planned residential development. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (Chapter 36.70c RCW). The hearing examiner's decision as to the site specific rezone may be appealed by a party of record to the City Council. See Chapter 19.06 for procedures. Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Parties of Record

John Chadwell
OPG Properties LLC
19245 10th Avenue NE
Poulsbo, WA 98370

Gerald Buck
Triad Associates
12112 115th NE
Kirkland, WA 98034

Cliff Johnson, Associate Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Jennifer Starks
3807 105th St. Ct. NW
Gig Harbor, WA 98332

Steven Kunkel
11271 Borgen Loop
Gig Harbor, WA 98332

Dennis Loewe
4615 131st St. Ct. NW
Gig Harbor, WA 98332

Alan Fure
Triad Associates
12112 115th NE
Kirkland, WA 98034

Doug Allen
4026 Canterwood Drive NW Ste. A
Gig Harbor, WA 98332

Emily Appleton, PE
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Jennifer Kester, Senior Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Exhibits in the record

- 1) Staff Report dated December 9, 2010
- 2) Preliminary plat plans, received December 3, 2010
- 3) Administrative Design Review Decision, dated November 23, 2010
- 4) MDNS and Adoption of Existing Environmental Document (SEPA-08-0034), issued November 17, 2010
- 5) Wetland Analysis Report dated May 21, 2007
- 6) Detailed Wetland Mitigation Plan dated *revised* June 23, 2009
- 7) Appleton Memorandum dated November 15, 2010
- 8) DOE Letter dated November 30, 2010
- 9) Letter dated December 6, 2010 from Doug Allen
- 10) Appleton Memorandum dated December 8, 2010
- 11) Applicant's written project description, dated *revised* August 16, 2010
- 12) Development Agreement dated November 9, 2010
- 13) Zoning Map
- 14) Technical Memorandum from Grette Associates, dated July 29, 2009
- 15) MDNS and Adoption of Existing Environmental Document (SEPA 03-46), issued January 19, 2005
- 16) Staff Report – Supplement dated December 16, 2010
- 17) Letter from Dennis Loewe dated December 16, 2010

ATTACHMENT A

1. The applicant shall comply with all mitigation measures found in the Mitigated Determination of Non significance (SEPA 08-0034) issued for the proposal, or as subsequently amended.
2. All perimeter landscaping buffers shall be vegetated to meet the standards of GHMC 17.78.060, as amended through the alternative landscape plan approved by the Hearing Examiner. This requirement shall be met prior to approval of the final plat.
3. Fire flow requirements shall be met. Location and manner of fire lane markings shall be provided at time of civil review.
4. City forces may remove any traffic control device constructed within the City right of way not approved by the Operations and Engineering Division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.
5. A road encroachment permit shall be acquired from the City prior to any construction within City right of way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right of way shall conform to the City's Public Works Standards and Stormwater Design Manual.
6. Permanent survey control monuments shall be placed to establish public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. A minimum of two permanent survey control monuments shall be installed at locations determined by the City in accordance with the City's Public Works Standards and recorded with the Pierce County Survey Control Division prior to final engineering approval of civil improvements.
7. Irrigation and maintenance of landscaping within the public right of way shall be the responsibility of the property owner(s) or its heirs or assigns.
8. The final plat map shall note (where in quotes) or delineate the following:
 - a. **WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this plat."**

- b. "Maintaining adequate site distance at all vehicular access points shall be the responsibility of the property owner. The City of Gig Harbor has no responsibility to maintain adequate site distance at private access points located within this plat."
- c. "Increased stormwater runoff from the road(s), building, driveway and parking areas shall not be directed to City infrastructure. Increased storm water runoff shall be retained/detained on site unless it is proven to be adequately retained/detained by an offsite regional facility."
- d. "Where seasonal drainage crosses subject property, no disruption of the natural flow shall be permitted."
- e. Stormwater for runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connection points.
- f. If private roadways are proposed then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.
- g. "This plat is subject to stormwater maintenance agreement recorded under Auditor's file number (enter AFN here)."
- h. "Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this site plan. No encroachment will be placed within the easements shown on the plat that may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or its heirs or assigns, as noted under the stormwater maintenance agreement for the plat."
- 9. An association of owners shall be formed and continued for the purpose of maintaining the common open space. The association shall be created as an association of owners under the laws of the state and shall adopt and propose articles of incorporation or association and bylaws, and adopt and improve a declaration of covenants and restrictions on the common open space that are acceptable to the city in providing for the continuing care of the space. No common open space may be put to a use not specified in the final development plan unless the final development plan is first amended to permit the use. No change of use may be considered as a waiver of any of the covenants limiting the use of common open space area, and all rights to enforce these covenants against any use permitted are expressly reserved to the city as well as the owners. Alternatively, the common

open space may be conveyed to a public agency which agrees to maintain the common open space and any buildings, structures or other improvements, which have been placed upon it.

10. Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).
11. Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
12. Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
13. School impact fees as required by GHMC 19.12.050(B)(11) shall be collected for all residential development prior to the issuance of a building permit.
14. Proposed multiple family development shall go through the Site Plan Review process, or any subsequently adopted nonresidential land use review process.
15. The applicant shall comply with all of the terms of the Development Agreement by and between the City of Gig Harbor and Harbor Hill LLC, for the Harbor Hill Development, dated November 9, 2010 (or any subsequent amendments).
16. In addition to the transit stop proposed on the south side of Borgen Boulevard, the applicant shall be required to install a transit stop on the north side of Borgen Boulevard. The final location and design of both transit stops shall be as determined by the City of Gig Harbor and Pierce Transit.

VOL/PG

HARBOR HILL

DIVISION 1A

PORTION OF THE WEST 1/2 SE 1/4 SECTION 30, TOWNSHIP 22 N, RANGE 2 E, W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S), IN FEE SIMPLE AND LIEN HOLDERS OF THE LAND HEREBY SUBDIVIDED, DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF SAME AND DEDICATE TO THE PUBLIC, FOREVER, THE USE OF ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC ROADWAY, UTILITY INSTALLATION AND STORM DRAINAGE INSTALLATION, TOGETHER WITH THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF GIG HARBOR, ITS SUCCESSORS AND ASSIGNS, WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THE SUBDIVISION.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS. ALSO THE SPECIFIC CONDITIONS AND/OR AGREEMENTS THAT ARE CONDITIONS OF THIS PLAT ARE MADE A PART HERETO AND THE OWNERS AND THEIR ASSIGNS DO HEREBY AGREE TO AND/OR COMPLY WITH THESE CONDITIONS.

PARCEL E IS AN OPEN SPACE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE HARBOR HILL RESIDENTIAL ASSOCIATION UPON THE RECORDING OF THIS PLAT.

PARCELS M1 IS RETAINED BY OPG PROPERTIES LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

PARCEL X IS A FUTURE DEVELOPMENT TRACT AND IS RETAINED BY OPG PROPERTIES LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.
OPG PROPERTIES LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: _____
ITS: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
COUNTY OF _____) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ 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 _____ OPG PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
SIGNATURE: _____
(PRINT NAME)
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY APPOINTMENT EXPIRES _____

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY'S AMENDED PLAT CERTIFICATE FOR ORDER NO. 4361374, DATED NOVEMBER 9, 2011 AT 8:30 AM).

LOT 2, PIERCE COUNTY SHORT PLAT NUMBER 200902135006, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2009, RECORDS OF PIERCE COUNTY AUDITOR.

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

CITY OF GIG HARBOR APPROVAL BLOCK

MAYORAL APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2012.

MAYOR, CITY OF GIG HARBOR

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT ALL DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY HAVE BEEN LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN FULLY PAID, SATISFIED OR DISCHARGED

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2012.

CITY CLERK, CITY OF GIG HARBOR

CITY PLANNING DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CITY'S DEVELOPMENT REGULATIONS UNDER GHMC TITLES 16 AND 17 AND THE TERMS OF THE PRELIMINARY PLAT APPROVAL DATED _____

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2012.

PLANNING DIRECTOR, CITY OF GIG HARBOR

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS OF WAY, SEWER AND WATER SYSTEMS, AND OTHER UTILITY STRUCTURES COMPLY WITH APPLICABLE PROVISIONS OF THE CITY OF GIG HARBOR PUBLIC WORKS CONSTRUCTION STANDARDS.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2012.

CITY ENGINEER, CITY OF GIG HARBOR

COUNTY ASSESSOR-TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR-TREASURER, PIERCE COUNTY, WASHINGTON

COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2012 AT _____ MINUTES PAST _____ M., RECORDS OF PIERCE COUNTY AUDITOR, TACOMA WASHINGTON.

RECORDED UNDER AUDITOR'S FILE NO. _____

PIERCE COUNTY AUDITOR

COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF HARBOR HILL CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF OPG PROPERTIES LLC 2012, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, HAVE BEEN SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" HAVE BEEN SET AS SHOWN; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.



ROBERT E. WALLIS, PLS
SURVEYOR. CERTIFICATE NO. 18106
TRIAD ASSOCIATES
12112 115TH AVE. NE
KIRKLAND, WASHINGTON 98034
PHONE: (425) 821-8448

HARBOR HILL, DIVISION 1A

CITY OF GIG HARBOR
FILE NUMBER: _____
CITY OF GIG HARBOR,
PIERCE COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2012, AT _____ M., IN VOL _____ OF PLATS, AT PAGE _____ AT THE REQUEST OF _____

DIVISION OF RECORDS AND ELECTIONS

MANAGER SUPERINTENDENT OF RECORDS



12112 115th Ave. NE
Kirkland, WA 98034-6929
425.821.8448
425.821.3481 fax
800.468.0756 toll free
www.triadassociates.net

PORTIONS OF THE WEST 1/2 OF THE SE 1/4 SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON.

JOB NO 08-058

SHEET 1 OF 4

VOL/PG

VOL/Pg

HARBOR HILL

DIVISION 1A

PORTION OF THE WEST 1/2 SE 1/4 SECTION 30, TOWNSHIP 22 N, RANGE 2 E, W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

PUBLIC EASEMENT PROVISIONS

THE ACCESS, UTILITY, PEDESTRIAN ACCESS, NATIVE GROWTH PROTECTION AND OPEN SPACE EASEMENTS IN TRACT M1 ARE HEREBY GRANTED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE CITY OF GIG HARBOR AND THEIR SUCCESSORS AND ASSIGNS.

AN EASEMENT FOR PUBLIC UTILITY PURPOSES IS HEREBY GRANTED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE HARBOR HILL HOMEOWNERS ASSOCIATION, CITY OF GIG HARBOR, PENINSULA LIGHT COMPANY, PUGET SOUND ENERGY, CENTURY TELEPHONE COMPANY, COMCAST AND OTHER UTILITY PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OVER, UNDER AND ACROSS THE EXTERIOR 5 FEET OF ALL PARCELS WITHIN THIS PLAT AND ADJOINING ALL PUBLIC STREETS, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL THE NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED AFFURTEANCES THEREFOR FOR THE PURPOSE OF SERVING THIS PLAT AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE PARCELS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE PARTY OR PARTIES CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING OR ENLARGING SAID UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES.

NOTES

- WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT.
- MAINTAINING ADEQUATE SITE DISTANCE AT ALL VEHICULAR ACCESS POINTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO MAINTAIN ADEQUATE SITE DISTANCE AT PRIVATE ACCESS POINTS LOCATED WITHIN THIS PLAT.
- INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTION TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE UNLESS IT IS PROVEN TO BE ADEQUATELY RETAINED/DETAINED BY AN OFFSITE REGIONAL FACILITY.
- WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.
- THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENTS RECORDED UNDER AUDITOR'S FILE NUMBERS _____ AND _____.
- STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS SITE PLAN. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES, MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT.
- ALL DEVELOPMENT ACTIVITIES ASSOCIATED WITH THIS PLAT SHALL BE SUBJECT TO THE REQUIREMENTS SET FORTH IN THE FOLLOWING DOCUMENTS:
 - THE DECISION OF THE HEARING EXAMINER, CITY OF GIG HARBOR, DATED DECEMBER 30TH, 2010 PERTAINING TO APPLICATION FILE NUMBERS: PPLAT-08-0001, PRO 08-0001, REZ 08-0001
 - DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC, DATED NOVEMBER 9TH, 2010 FOR THE HARBOR HILL DEVELOPMENT.
 - PROJECT DESCRIPTION ENTITLED "HARBOR HILL PLANNED RESIDENTIAL DEVELOPMENT", REVISED AUGUST 16, 2010 (EXHIBIT 11 OF 7A ABOVE).
- IMPERVIOUS COVERAGE REQUIREMENTS:
 - MAXIMUM IMPERVIOUS SURFACE ALLOWED ON A LOT IS 65 PERCENT PROVIDED THAT COVERAGE FOR THE ENTIRE PRO DOES NOT EXCEED 45 PERCENT. (MODIFIED DEVELOPMENT STANDARD 3, PAGE 10 OF 7C ABOVE).
 - IN A PRO, IMPERVIOUS COVERAGE OF INDIVIDUAL PARCELS MAY EXCEED THE PERCENTAGE ALLOWED PROVIDED THAT THE TOTAL COVERAGE OF THE PRO DOES NOT EXCEED THE PERCENTAGE PERMITTED. (FINDING 20 OF 7A ABOVE).
- IRRIGATION AND PLANTER STRIPS TO BE MAINTAINED BY THE HOA. IRRIGATION METERS ARE TO BE PRIVATE WITH WATER METER CHARGES TO BE PAID BY THE HOA.
- LANDSCAPED OPEN SPACE EASEMENTS ARE DESIGNATED AS EITHER TYPES "B", "C", "D", "E" OR "F" ON SHEET 3 OF THIS PLAT. THE OWNERS OF PARCEL M1 WILL MAINTAIN LANDSCAPING WITHIN EASEMENT TYPES "B", "C" AND "D". THE HARBOR HILL MASTER HOMEOWNERS ASSOCIATION WILL MAINTAIN LANDSCAPING WITHIN EASEMENT TYPE "E". ANY DISTURBANCE TO THESE LANDSCAPED AREAS SHALL BE REPLANTED AND RESTORED BY THE PARTY DISTURBING SAID LANDSCAPING.
- A 10 FOOT BUILDING SETBACK LINE IS OFFSET FROM ALL PROPERTY LINES SHOWN ON THE PLAT.
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION AS RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER _____.
- THE OWNERS OF PARCEL M1 ARE RESERVED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND ENLARGE UTILITIES AND PEDESTRIAN ACCESS IMPROVEMENTS WITHIN THOSE OPEN SPACE EASEMENTS ON PARCEL M1 THAT CONTAIN UTILITY AND/OR PEDESTRIAN ACCESS EASEMENT RIGHTS.
- THIS PLAT IS SUBJECT TO SEWER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER _____.

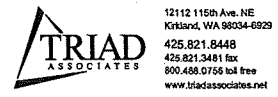
CITY OF GIG HARBOR'S HEARING EXAMINER'S CONDITIONS

- THE APPLICANT SHALL COMPLY WITH ALL MITIGATION MEASURES FOUND IN THE MITIGATED DETERMINATION OF NON SIGNIFICANCE (SEPA 08-0034) ISSUED FOR THE PROPOSAL, OR AS SUBSEQUENTLY AMENDED.
- ALL PERIMETER LANDSCAPING BUFFERS SHALL BE VEGETATED TO MEET THE STANDARDS OF GHMC 17.78.060, AS AMENDED THROUGH THE ALTERNATIVE LANDSCAPE PLAN APPROVED BY THE HEARING EXAMINER. THIS REQUIREMENT SHALL BE MET PRIOR TO APPROVAL OF THE FINAL PLAT.
- FIRE FLOW REQUIREMENTS SHALL BE MET. LOCATION AND MANNER OF FIRE LANE MARKINGS SHALL BE PROVIDED AT TIME OF CIVIL REVIEW.
- CITY FORCES MAY REMOVE ANY TRAFFIC CONTROL DEVICE CONSTRUCTED WITHIN THE CITY RIGHT OF WAY NOT APPROVED BY THE OPERATIONS AND ENGINEERING DIVISION. ANY LIABILITY INCURRED BY THE CITY DUE TO NON-COMFORMANCE BY THE APPLICANT SHALL BE TRANSFERRED TO THE APPLICANT.
- A ROAD ENCROACHMENT PERMIT SHALL BE ACQUIRED FROM THE CITY PRIOR TO ANY CONSTRUCTION WITHIN CITY RIGHT OF WAY, INCLUDING UTILITY WORK, IMPROVEMENTS TO THE CURB, GUTTER, AND SIDEWALK, ROADWAY SHOULDERS AND DITCHES, AND INSTALLATION OF CULVERTS. ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL.
- PERMANENT SURVEY CONTROL MONUMENTS SHALL BE PLACED TO ESTABLISH PUBLIC STREET CENTERLINES, INTERSECTIONS, ANGLE POINTS, CURVES, SUBDIVISION BOUNDARIES AND OTHER POINTS OF CONTROL. A MINIMUM OF TWO PERMANENT SURVEY CONTROL MONUMENTS SHALL BE INSTALLED AT LOCATIONS DETERMINED BY THE CITY IN ACCORDANCE WITH THE CITY'S PUBLIC WORKS STANDARDS AND RECORDED WITH THE PIERCE COUNTY SURVEY CONTROL DIVISION PRIOR TO FINAL ENGINEERING APPROVAL OF CIVIL IMPROVEMENTS.
- IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS.
- THE FINAL PLAT MAP SHALL NOTE (WHERE IN QUOTES) OR DELINEATE THE FOLLOWING:
 - "WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT."
 - "MAINTAINING ADEQUATE SITE DISTANCE AT ALL VEHICULAR ACCESS POINTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO MAINTAIN ADEQUATE SITE DISTANCE AT PRIVATE ACCESS POINTS LOCATED WITHIN THIS PLAT."
 - "INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTION TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE UNLESS IT IS PROVEN TO BE ADEQUATELY RETAINED/DETAINED BY AN OFFSITE REGIONAL FACILITY."
 - "WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED."
 - STORMWATER FOR RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.
 - IF PRIVATE ROADWAYS ARE PROPOSED THEN PROVISIONS SHALL BE MADE FOR THE ROADS AND EASEMENTS TO BE OPEN AT ALL TIMES FOR EMERGENCY AND PUBLIC SERVICE VEHICLE USE.
 - THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER _____.
 - "STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS SITE PLAN. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES, MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT."
- AN ASSOCIATION OF OWNERS SHALL BE FORMED AND CONTINUED FOR THE PURPOSE OF MAINTAINING THE COMMON OPEN SPACE. THE ASSOCIATION SHALL BE CREATED AS AN ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE AND SHALL ADOPT AND PROPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS, AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTIONS ON THE COMMON OPEN SPACE THAT ARE ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUING CARE OF THE SPACE. NO COMMON OPEN SPACE MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF COMMON OPEN SPACE AREA, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE PERMITTED ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS. ALTERNATIVELY, THE COMMON OPEN SPACE MAY BE CONVEYED TO A PUBLIC AGENCY WHICH AGREES TO MAINTAIN THE COMMON OPEN SPACE AND ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, WHICH HAVE BEEN PLACED UPON IT.
- ANY DEDICATION, DONATION OR GRANT AS SHOWN ON THE FACE OF THE PLAT SHALL BE CONSIDERED TO ALL INTENTS AND PURPOSES AS A QUITCLAIM DEED TO THE SAID DONEE(S) GRANTEE(S) FOR HIS/HER/THEIR USE FOR THE PURPOSE INTENDED BY THE DONOR(S) OR GRANTOR(S).
- SINCE THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR A SEPARATE WRITTEN INSTRUMENT SHALL CONTAIN THE DEDICATION OF ALL STREETS AND OTHER AREAS TO THE PUBLIC, AND INDIVIDUAL(S), RELIGIOUS SOCIETY(ES) OR TO ANY CORPORATION, PUBLIC OR PRIVATE, AS SHOWN ON THE PLAT, AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD, SAID CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT.
- ANY DEDICATION FILED FOR RECORD SHALL BE ACCOMPANIED BY A TITLE REPORT CONFIRMING THAT THE TITLE OF THE LANDS AS DESCRIBED AND SHOWN ON SAID PLAT IS IN THE NAME OF THE OWNERS SIGNING THE CERTIFICATE OR INSTRUMENT OF DEDICATION.
- SCHOOL IMPACT FEES AS REQUIRED BY GHMC 19.12.050(B)(11) SHALL BE COLLECTED FOR ALL RESIDENTIAL DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- PROPOSED MULTIPLE FAMILY DEVELOPMENT SHALL GO THROUGH THE SITE PLAN REVIEW PROCESS, OR ANY SUBSEQUENTLY ADOPTED NONRESIDENTIAL LAND USE REVIEW PROCESS.
- THE APPLICANT SHALL COMPLY WITH ALL OF THE TERMS OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC, FOR THE HARBOR HILL DEVELOPMENT, DATED NOVEMBER 9, 2010 (OR ANY SUBSEQUENT AMENDMENTS).
- IN ADDITION TO THE TRANSIT STOP PROPOSED ON THE SOUTH SIDE OF BORDEN BOULEVARD, THE APPLICANT SHALL BE REQUIRED TO INSTALL A TRANSIT STOP ON THE NORTH SIDE OF BORDEN BOULEVARD. THE FINAL LOCATION AND DESIGN OF BOTH TRANSIT STOPS SHALL BE AS DETERMINED BY THE CITY OF GIG HARBOR AND PIERCE TRANSIT.



APRIL 12, 2012

HARBOR HILL, DIVISION 1A
CITY OF GIG HARBOR
FILE NUMBER: _____
CITY OF GIG HARBOR,
PIERCE COUNTY, WASHINGTON



JOB NO 08-058
SHEET 2 OF 4

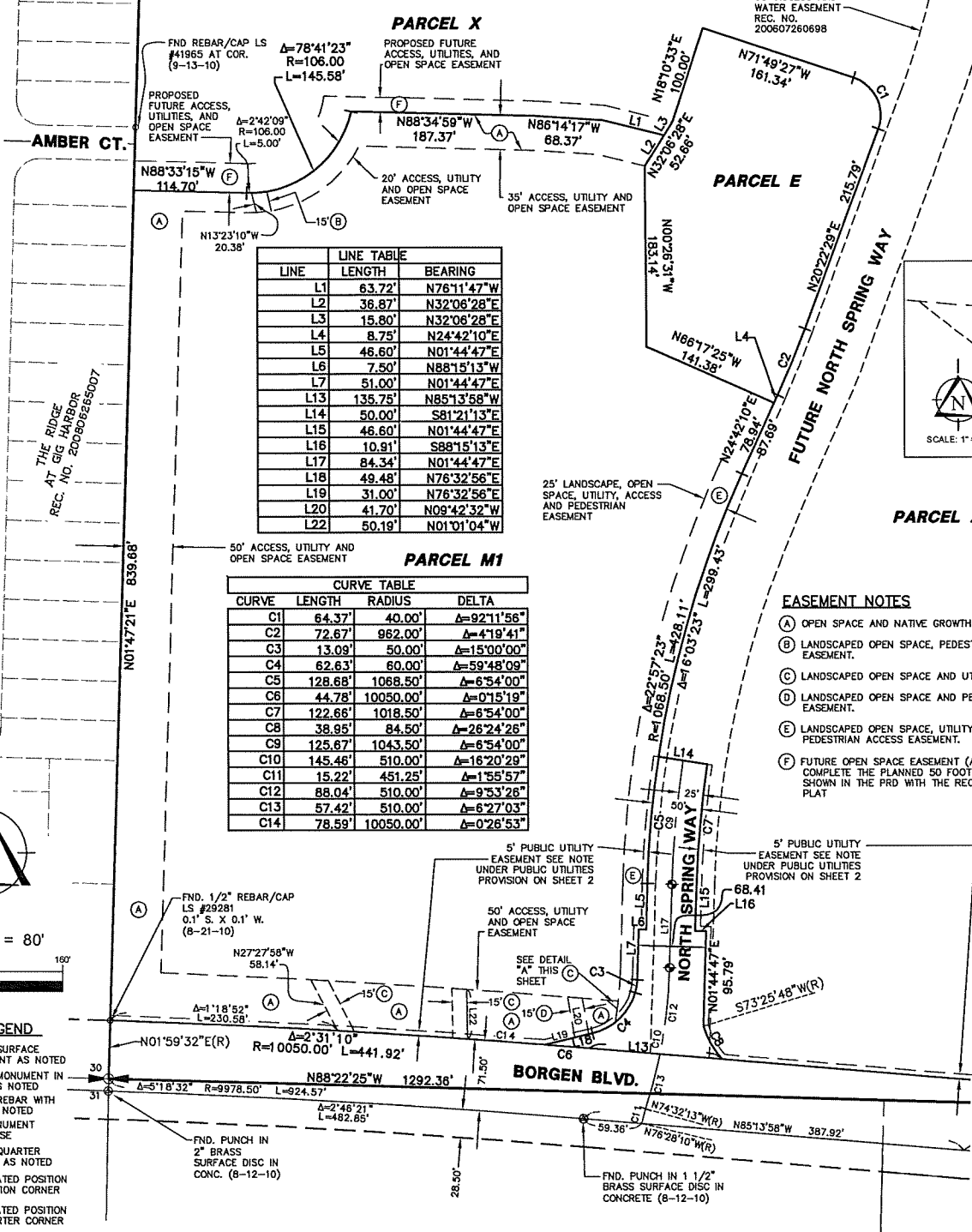
VOL/Pg

VOL/PG

HARBOR HILL

DIVISION 1A

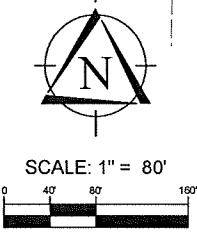
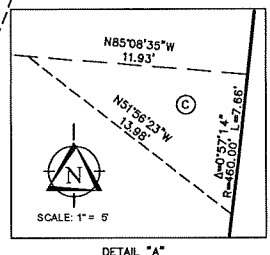
PORTION OF THE WEST 1/2 SE 1/4 SECTION 30, TOWNSHIP 22 N, RANGE 2 E, W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



LINE	LENGTH	BEARING
L1	63.72'	N76°11'47"W
L2	36.87'	N32°06'28"E
L3	15.80'	N32°06'28"E
L4	8.75'	N24°42'10"E
L5	46.60'	N01°44'47"E
L6	7.50'	N88°15'13"W
L7	51.00'	N01°44'47"E
L13	135.75'	N85°13'58"W
L14	50.00'	S81°21'13"E
L15	46.60'	N01°44'47"E
L16	10.91'	S88°15'13"E
L17	84.34'	N01°44'47"E
L18	49.48'	N76°32'56"E
L19	31.00'	N76°32'56"E
L20	41.70'	N09°42'32"W
L22	50.19'	N01°01'04"W

CURVE	LENGTH	RADIUS	DELTA
C1	64.37'	40.00'	Δ=92°11'56"
C2	72.67'	982.00'	Δ=4°19'41"
C3	13.09'	50.00'	Δ=15°00'00"
C4	62.63'	80.00'	Δ=59°48'09"
C5	128.68'	1068.50'	Δ=6°54'00"
C6	44.78'	10050.00'	Δ=0°15'19"
C7	122.66'	1018.50'	Δ=6°54'00"
C8	38.95'	84.50'	Δ=26°24'26"
C9	125.67'	1043.50'	Δ=6°54'00"
C10	145.46'	510.00'	Δ=16°20'29"
C11	15.22'	451.25'	Δ=1°55'57"
C12	86.04'	510.00'	Δ=9°53'26"
C13	57.42'	510.00'	Δ=6°27'03"
C14	78.59'	10050.00'	Δ=0°26'53"

- EASEMENT NOTES**
- (A) OPEN SPACE AND NATIVE GROWTH PROTECTION EASEMENT.
 - (B) LANDSCAPED OPEN SPACE, PEDESTRIAN ACCESS AND UTILITY EASEMENT.
 - (C) LANDSCAPED OPEN SPACE AND UTILITY EASEMENT.
 - (D) LANDSCAPED OPEN SPACE AND PEDESTRIAN ACCESS EASEMENT.
 - (E) LANDSCAPED OPEN SPACE, UTILITY, ACCESS AND PEDESTRIAN ACCESS EASEMENT.
 - (F) FUTURE OPEN SPACE EASEMENT (APPROXIMATE) THAT WILL COMPLETE THE PLANNED 50 FOOT OPEN SPACE AREA SHOWN IN THE PRD WITH THE RECORDING OF THE N3 FINAL PLAT



- CONTROL LEGEND**
- ⊙ FOUND SURFACE MONUMENT AS NOTED
 - ⊕ FOUND MONUMENT IN CASE AS NOTED
 - FOUND REBAR WITH CAP AS NOTED
 - SET MONUMENT WITH CASE
 - ⊙ FOUND QUARTER CORNER AS NOTED
 - ⊕ CALCULATED POSITION OF SECTION CORNER
 - ⊕ CALCULATED POSITION OF QUARTER CORNER

HORIZONTAL DATUM
NAD 83/91 (WASHINGTON STATE PLANE COORDINATE SYSTEM - WA SOUTH)

BASIS OF BEARINGS
HELD A BEARING OF N 1° 26' 46" E FROM THE MON IN CASE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST TO A PUNCH IN 3" BRASS DISC AT THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST

CITY OF GIG HARBOR FILE NO. FP _____

HARBOR HILL, DIVISION 1A
CITY OF GIG HARBOR
FILE NUMBER: _____
CITY OF GIG HARBOR,
PIERCE COUNTY, WASHINGTON

TRIAD ASSOCIATES

12112 115th Ave NE
Kirkland, WA 98034-6929
425.821.8448
425.821.3481 fax
800.468.0756 toll free
www.triadassociates.net

JOB NO 08-058
SHEET 3 OF 4

VOL/PG

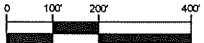
VOL/PG

HARBOR HILL DIVISION 1A

PORTION OF THE WEST 1/2 SE 1/4 SECTION 30, TOWNSHIP 22 N, RANGE 2 E, W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



SCALE: 1" = 200'



CONTROL LEGEND

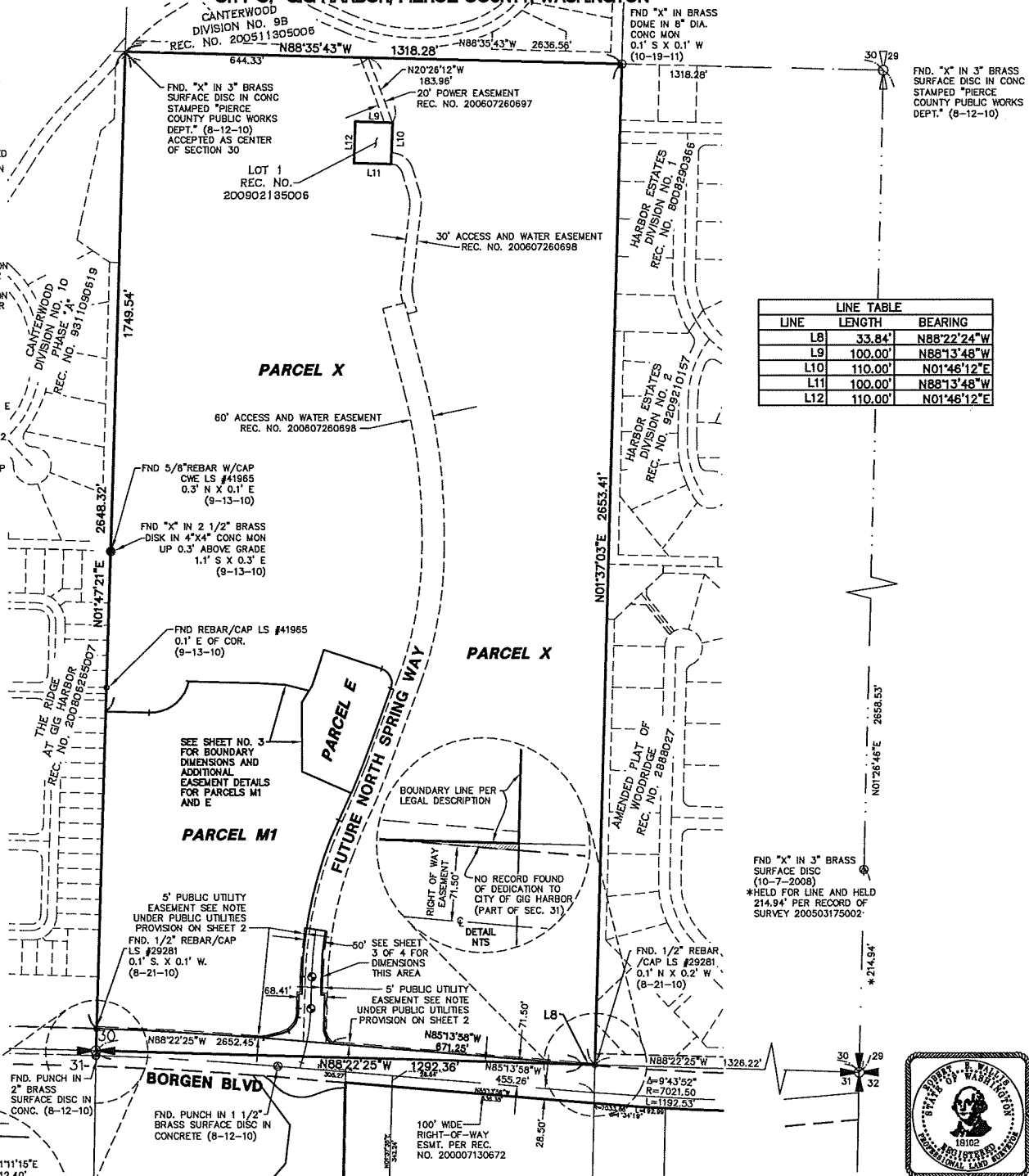
- FOUND SURFACE MONUMENT AS NOTED
- FOUND MONUMENT IN CASE AS NOTED
- FOUND REBAR WITH CAP AS NOTED
- SET MONUMENT WITH CASE
- FOUND QUARTER CORNER AS NOTED
- CALCULATED POSITION OF SECTION CORNER
- CALCULATED POSITION OF QUARTER CORNER

HORIZONTAL DATUM

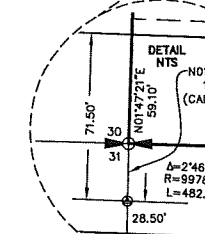
NAD 83/91 (WASHINGTON STATE PLANE COORDINATE SYSTEM - WA SOUTH)

BASIS OF BEARINGS

HELD A BEARING OF N 1° 26' 46" E FROM THE MON IN CASE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST TO A PUNCH IN 3" BRASS DISC AT THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST



LINE TABLE		
LINE	LENGTH	BEARING
L8	33.84'	N88°22'24"W
L9	100.00'	N88°13'48"W
L10	110.00'	N01°46'12"E
L11	100.00'	N88°13'48"W
L12	110.00'	N01°46'12"E



CITY OF GIG HARBOR FILE NO. FP _____

HARBOR HILL, DIVISION 1A
CITY OF GIG HARBOR
FILE NUMBER: _____
CITY OF GIG HARBOR,
PIERCE COUNTY, WASHINGTON

TRIAD
ASSOCIATES

12112 118th Ave NE
Kirkland, WA 98034-6929
425.821.8448
425.821.3481 fax
800.488.0756 toll free
www.triadassociates.net

JOB NO 08-058
SHEET 4 OF 4



VOL/PG



Business of the City Council
City of Gig Harbor, WA

Subject: Dedication of Right-of-Way –
Dedication of Right-of-Way for Harbor Hill LLC
and OPG Properties LLC (EN-11-0053)

Proposed Council Action:
Accept Dedication of for Right-of-Way and
authorize the Mayor to sign documents
necessary for conveyance.

Dept. Origin: Public Works/Engineering

Prepared by: Willy Hendrickson, Engineering
Technician

W.H.

For Agenda of April 23, 2012

Exhibits: Dedication of Right-of-Way
Vicinity Map

Concurred by Mayor:	Initial & Date
Approved by City Administrator:	<i>CLH 4/18/12</i>
Approved as to form by City Atty:	<i>R 4/17/12</i>
Approved by Finance Director:	Via email
Approved by Department Head:	<i>N/A</i>
	<i>1/6/2012</i>

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

Harbor Hill LLC and OPG Properties LLC are providing the City Dedication of Right-of-Way on parcel numbers 0222311009 and 4002470060 for a proposed roundabout to be constructed as a requirement of the Harbor Hill Final Plat approval. The required ROW is along the southerly edge of Borgen Blvd.

BOARD OR COMMITTEE RECOMMENDATION

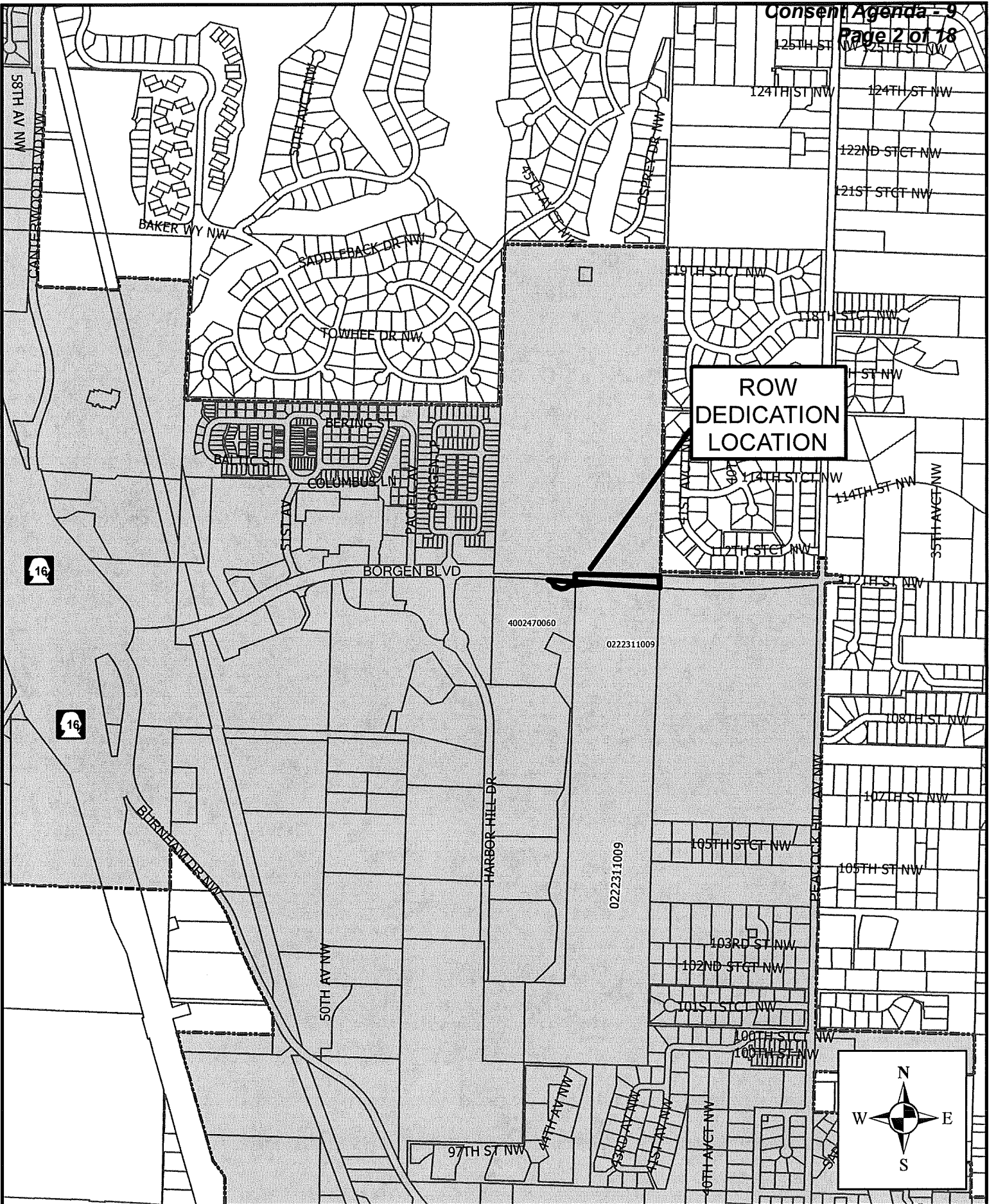
None

FISCAL CONSIDERATION

None

RECOMMENDATION/MOTION

Accept Dedication for Right-of-Way and authorize the Mayor to sign documents necessary for conveyance.



HARBOR HILL FINAL PLAT RIGHT-OF-WAY DEDICATION VICINITY MAP

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Dedication of Right-of-Way _____

Grantor(s) (Last name first, then first name and initials)

OPG Properties, LLC _____

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor _____

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 31 Township 22 Range 02 Quarter 13 _____

Assessor's Property Tax Parcel or Account Number: 0222311009 _____

Reference Number(s) of Documents assigned or released: _____

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by OPG Properties LLC, whose mailing address is 19245 10th Ave, NE, Poulsbo, Wa 98370-7456 as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as XXX 102nd St. Ct. NW (vacant land), Gig Harbor, Washington, 98332 and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of an area of approximately 1.30 acres (the portion within the existing Borgen R/W easement is 1.28 acres and the portion outside of the existing Borgen R/W easement for the new round-about is 0.02 acres) to be utilized for right-of-way and utility purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way and right-of-way related improvements and utilities under, over, in, along, across and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein.

[Remainder of page intentionally left blank.]

This Dedication of Right-of-Way shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

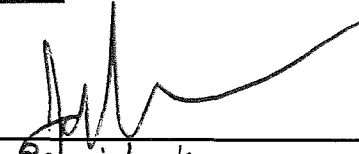
IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this 13th day of April, 2012.

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor
Charles L. Hunter

GRANTOR:

By: 
Its: President
Print Name: Jan Rose

By: _____
Its: _____
Print Name: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

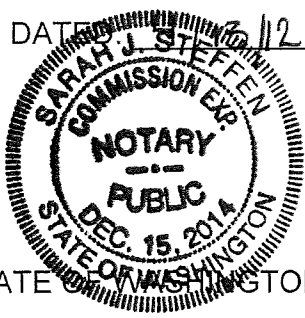
City Attorney

[Notaries on following page.]

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

DATE: 12-4/13/12



Sarah Steffen
Printed: SARAH J. STEFFEN
Notary Public in and for Washington,
Residing at KITSAP County
My appointment expires: 12/15/14

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
PROPERTY LEGAL DESCRIPTION

PARCEL B, BOUNDARY LINE ADJUSTMENT 200407275004, ACCORDING TO THE SURVEY THEREOF RECORDED JULY 27, 2004, RECORDS OF PIERCE COUNTY AUDITOR.

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

EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

THAT PORTION OF PARCEL B, BOUNDARY LINE ADJUSTMENT 200407275004, ACCORDING TO THE SURVEY THEREOF RECORDED JULY 27, 2004, RECORDS OF PIERCE COUNTY AUDITOR, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER OF SECTION 31, TOWNSHIP 22 N., RANGE 2 EAST, WILLAMETTE MERIDIAN;

THENCE SOUTH 01°11'15" WEST 12.40 FEET TO A PUNCH MARK IN A 2" BRASS SURFACE DISC IN CONCRETE, SAID POINT BEING ON THE MONUMENTED CENTERLINE OF THE 100 FOOT WIDE RIGHT OF WAY EASEMENT FOR BORGEN BOULEVARD RECORDED UNDER AUDITOR'S FILE NO. 200007130672, WITH THE SOUTH MARGIN OF SAID EASEMENT LYING 28.50 FEET TO THE SOUTH OF SAID MONUMENTED CENTERLINE, AND TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH 01°59'40" WEST 9978.50 FEET;

THENCE EASTERLY ALONG SAID CENTERLINE BEING A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°46'21", AN ARC DISTANCE OF 482.85 FEET;

THENCE SOUTH 85°13'58" EAST ALONG SAID CENTERLINE, 59.36 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH 76°28'10" EAST 451.25;

THENCE DEPARTING SAID CENTERLINE, NORTHERLY ON SAID LAST SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°55'57", AN ARC DISTANCE OF 15.22 FEET;

THENCE SOUTH 23°38'07" EAST 313.00 FEET;

THENCE NORTH 02°36'09" WEST 220.50 FEET THE TRUE POINT OF BEGINNING ON THE WEST LINE OF SAID PARCEL B;

THENCE NORTH 01°10'50" EAST ALONG SAID WEST LINE, 13.17 FEET TO THE SOUTHERLY LINE OF SAID BORGEN BOULEVARD;

THENCE SOUTH 85°13'58" EAST, ALONG SAID SOUTHERLY MARGIN, 121.37 FEET;

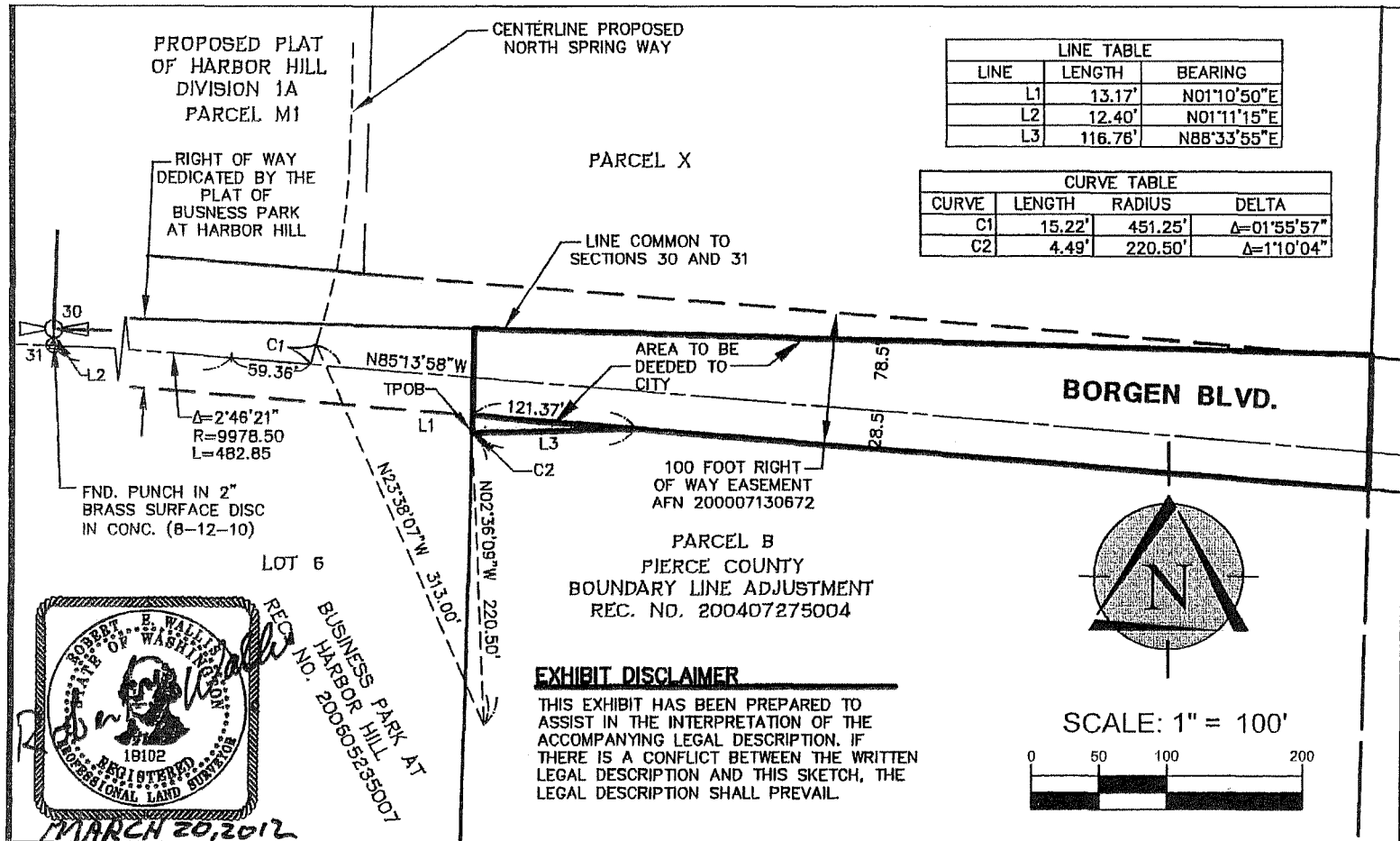
THENCE SOUTH 88°33'55" WEST 116.76 FEET TO A POINT OF CURVE;

THENCE WESTERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 220.50 FEET, THROUGH A CENTRAL ANGLE OF 01°10'04", AN ARC DISTANCE OF 4.49 FEET TO THE WEST LINE OF SAID PARCEL B AND TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF PARCEL B INCLUDED WITHIN SAID RIGHT OF WAY
EASEMENT RECORDED UNDER RECORDING NUMBER 200007130672.

WRITTEN BY: ARJ
CHECKED BY: REW





AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Dedication of Right-of-Way

Grantor(s) (Last name first, then first name and initials)

Harbor Hill LLC

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 31 Township 22 Range 02 Quarter 12

Assessor's Property Tax Parcel or Account Number: 4002470060

Reference Number(s) of Documents assigned or released: _____

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Harbor Hill LLC, a limited liability company, whose mailing address is 19245 10th Ave, NE, Poulsbo, Wa 98370-7456 as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as 11011 Harbor Hill Dr., Gig Harbor, Washington, 98332 and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of an area of approximately 0.15 acres to be utilized for right-of-way and utility purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way and right-of-way related improvements and utilities under, over, in, along, across and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein.

[Remainder of page intentionally left blank.]

This Dedication of Right-of-Way shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

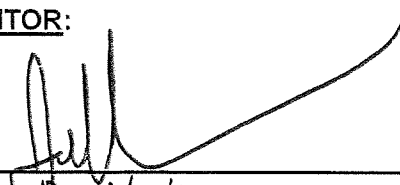
IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this 13th day of April, 2012.

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor
Charles L. Hunter

GRANTOR:

By: 
Its: President
Print Name: Jon Rose

By: _____
Its: _____
Print Name: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

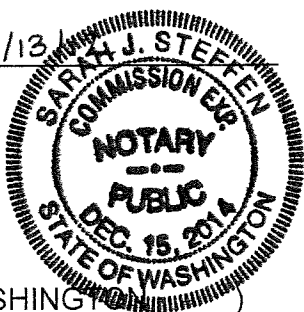
City Attorney

[Notaries on following page.]

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

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

DATED: 4/13/14



Sarah J. Steffen
Printed: SARAH J. STEFFEN
Notary Public in and for Washington,
Residing at KITSAP COUNTY
My appointment expires: 12/15/14

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.

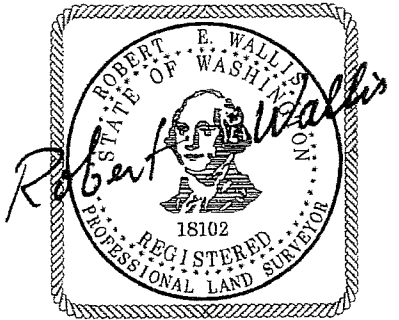
DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

LOT 6, BUSINESS PARK AT HARBOR HILL, AS RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, RECORDS OF PIERCE COUNTY, WASHINGTON

SAID LOT 6 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 N., RANGE 2 EAST, WILLAMETTE MERIDIAN AND BEING SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.



MARCH 20, 2012

EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

THAT PORTION OF LOT 6, BUSINESS PARK AT HARBOR HILL, RECORDED UNDER RECORDING NUMBER 200605235007, RECORDS OF PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER OF SECTION 31, TOWNSHIP 22 N., RANGE 2 EAST, WILLAMETTE MERIDIAN;

THENCE SOUTH $01^{\circ}11'15''$ WEST 12.40 FEET TO A PUNCH MARK IN A 2' BRASS SURFACE DISC IN CONCRETE, SAID POINT BEING ON THE MONUMENTED CENTERLINE OF THE 100 FOOT WIDE RIGHT OF WAY EASEMENT FOR BORGEN BOULEVARD RECORDED UNDER AUDITOR'S FILE NO. 200007130672, WITH THE SOUTH MARGIN OF SAID EASEMENT LYING 28.50 FEET TO THE SOUTH OF SAID MONUMENTED CENTERLINE, AND TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH $01^{\circ}59'40''$ WEST 9978.50 FEET;

THENCE EASTERLY ALONG SAID CENTERLINE BEING A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $02^{\circ}46'21''$, AN ARC DISTANCE OF 482.85 FEET;

THENCE SOUTH $85^{\circ}13'58''$ EAST ALONG SAID CENTERLINE, 59.36 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH $76^{\circ}28'10''$ EAST 451.25;

THENCE DEPARTING SAID CENTERLINE, NORTHERLY ON SAID LAST SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $01^{\circ}55'57''$, AN ARC DISTANCE OF 15.22 FEET;

THENCE SOUTH $23^{\circ}38'07''$ EAST 313.00 FEET;

THENCE NORTH $02^{\circ}36'09''$ WEST 220.50 FEET TO THE WEST LINE OF SAID PARCEL B AND TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH $02^{\circ}36'09''$ EAST 220.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $21^{\circ}01'57''$, AN ARC DISTANCE OF 80.94 FEET TO A POINT OF REVERSE CURVE;

THENCE WESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 92.50 FEET, THROUGH A CENTRAL ANGLE OF $72^{\circ}20'18''$, AN ARC DISTANCE OF 116.79 FEET TO A POINT OF REVERSE CURVE;

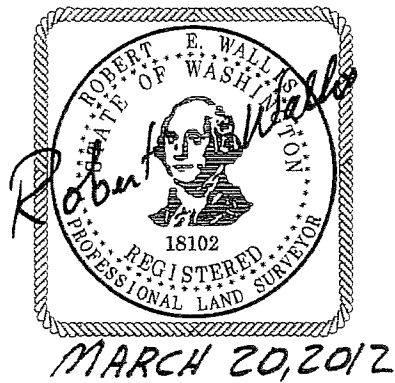
THENCE NORTHWESTERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120.50 FEET, THROUGH A CENTRAL ANGLE OF $19^{\circ}37'45''$, AN ARC DISTANCE OF 41.28 FEET TO THE SOUTHERLY MARGIN OF SAID BORGEN BOULEVARD AND TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH $04^{\circ}33'29''$ EAST 9950.00 FEET;

THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN AND ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $00^{\circ}12'32''$, AN ARC DISTANCE OF 36.26 FEET;

THENCE SOUTH $85^{\circ}13'58''$ EAST, ALONG SAID SOUTHERLY MARGIN, 181.71 FEET TO THE EAST LINE OF SAID LOT 6;

THENCE SOUTH $01^{\circ}10'50''$ WEST, ALONG SAID EAST LINE, 13.17 TO THE TRUE POINT OF BEGINNING.

WRITTEN BY: ARJ
CHECKED BY: REW



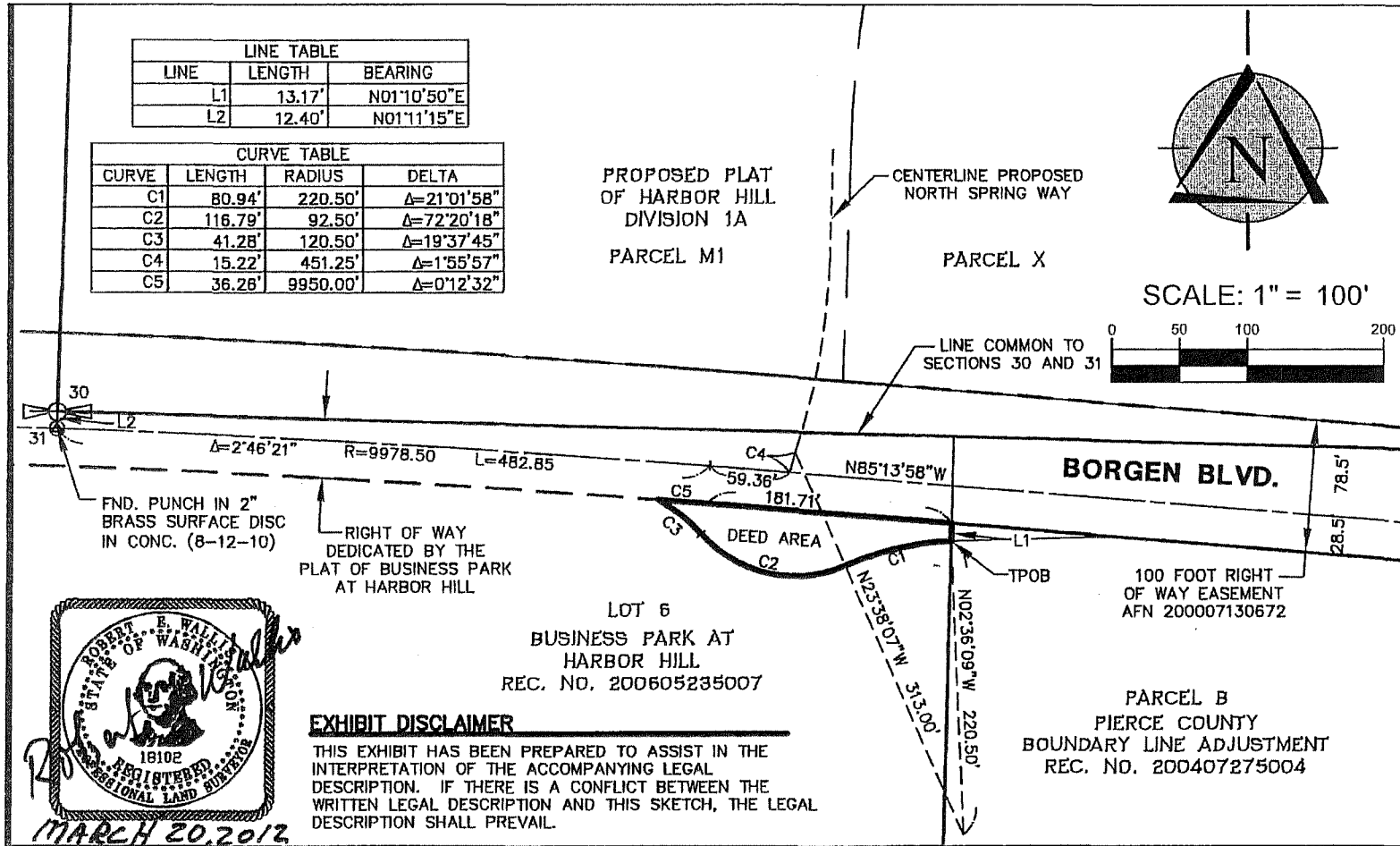


EXHIBIT C
 RIGHT-OF-WAY EASEMENT LOCATION MAP



Business of the City Council
City of Gig Harbor, WA

Subject: 56th Street/ Point Fosdick Drive Street Improvements Project (CSP-0202)
 - Construction Contract Authorization;
 - Change Order Authority for City Engineer
 - Consultant Services Contract Amendment #1 for Construction Management and Staking
 - Consultant Services Contract for Materials Testing

Proposed Council Action: Approve and authorize the Mayor to execute the following contracts for the 56th Street/Point Fosdick Dr Street Improvements Project:

- 1) Construction contract to Active Construction, Inc. for their bid amount of Two Million Five Hundred Fifteen Thousand Three Hundred Eighty-seven Dollars and Thirty-six Cents (\$2,515,387.36); and
- 2) Consultant Services Contract Amendment No. 1 with David Evans and Associates, Inc. for construction management services and staking in the not to exceed amount of Four Hundred Sixty Thousand One Hundred Four Dollars and Fifty-six Cents (\$460,104.56) and;
- 3) Consultant Services Contract with Construction Testing Laboratories, Inc. for material testing services during construction in the not to exceed amount of Twenty Four Thousand Two Hundred Ninety-eight Dollars and No Cents (\$24,298.00); and
- 4) Authorize Change Order Authority to the City Engineer in the not to exceed amount of Seventy Thousand Dollars and No Cents (\$70,000.00).

Dept. Origin: Public Works/Engineering

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

For Agenda of: April 23, 2012

Exhibits: Construction Contract w/ Active Construction, Inc.;
 Consultant Services Contract Amendment No. 1 w/ David Evans and Associates, Inc.;
 Consultant Services Contract w/ Construction Testing Laboratories, Inc.

Initial & Date

Concurred by Mayor:

CLH 4/19/12

Approved by City Administrator:

R 4/19/12

Approved as to form by City Atty:

per Bio 4/18/12

Approved by Finance Director:

Approved by Department Head:

4/18/2012

Expenditure Required	Amount Budgeted	Appropriation Required
\$3,069,789.92	\$3,758,620.00	\$ 0

INFORMATION / BACKGROUND

This project was originally identified in the 1999 City Capital Improvement program, and since that time the City Engineer has made numerous competitive funding grant requests over the course of twelve years. The City was notified of its selection for grant funding in November 2011 from the State Transportation Improvement Board (TIB). Since that time, staff has worked on the completion of the final plans and specifications and formally issued a call for bids on March 19, 2012. Nine contractors submitted sealed bids on April 12, 2012. The results are shown below. Active Construction, Inc. was determined to be the lowest responsible bidder.

In determining "lowest responsible bidder", in addition to price, the following elements were given consideration by the City:

- a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

- b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c) Whether the bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws relating to the contract or services.

BIDDER	TOTAL BID AMOUNT
1. Active Construction, Inc.	\$2,515,387.36
2. Ceccanti, Inc.	\$2,612,336.95
3. RV Associates, Inc.	\$2,787,253.73
4. Miles Resources, Inc.	\$2,845,225.05
5. Tucci & Sons	\$2,871,888.75
6. Nova Contracting, Inc. **	\$2,775,049.60
7. 3 Kings Environmental, Inc. **	\$2,782,611.75
8. Stan Palmer Construction **	\$2,826,409.38
9. Seton Construction **	\$2,866,781.03
** Incomplete Bid Packages	

FISCAL CONSIDERATION

Funding for this project has been secured through three funding sources as shown in the table below and consists of City Traffic Impact Fee monies, TIB Grant Funds, City Sewer Utility funds, and a private developer contribution of \$638,000, of which \$400,000 has been already deposited with the City with the remaining funds of \$238,000 to be provided at the time of City land use approval. The developer contribution was per the recently executed Voluntary Mitigation Agreement approved by Council at the March 12, 2012 City Council meeting. Under the terms of the TIB agreement, the City is contractually obligated to have issued a Notice of Construction no later than May 18, 2012. This date is not modifiable with TIB and the City must comply with this obligation in order to maintain the State's grant funding for this project.

The following table shows the current available funding sources to fully fund the project and was based upon the final engineer's probable cost of construction and other related City incurred costs prepared in March of this year:

2012 City Budget – Preconstruction	\$113,200.00
TIB Grant (61.5% Construction & Construction Management)	\$1,898,690.00
2012 City Budget – Traffic Impact Fees	\$500,000.00
2012 City Budget – Sewer Fund	\$300,000.00
TIB Grant - Contingency	\$308,730.00
Developer cash contribution	\$400,000.00
Developer cash after project approval	\$238,000.00
Total =	\$3,758,620.00

Provided below is a table of projected project expenses and available remaining budget.

2012 Project Budget per Voluntary Mitigation Agreement	\$3,758,620.00
Anticipated 2012 Expenses: Original Design Services Contract	(109,463.64)
Construction Management Services	(460,104.56)
Material Testing Services	(24,298.00)
Public Outreach	(7,500.00)
ACI, Construction Contract	(2,515,387.36)
Change Order Authority for Public Works Contract	(70,000.00)
Remaining 2012 Budget =	\$ 571,866.44

PUBLIC WORKS CONTRACT

56TH STREET NW/POINT FOSDICK DRIVE NW STREET IMPROVEMENT PROJECT CSP-0202

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 Active Construction Inc., organized under the laws of the State of Washington, located and doing business at, 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 reconstruction of approximately 2,900 feet of roadway, construction of new sidewalks, curb and gutter, concrete barrier, rock walls and cast-in-place retaining walls; installation of storm drainage pipes, structures, and stormwater detention tanks; illumination system; striping; permanent signing; traffic control; sanitary sewer force main replacement; temporary erosion and sediment control measures; irrigation system and landscaping; and other work, all in accordance with the attached Contract Documents entitled "56th Street NW/Point Fosdick Drive NW Street Improvement Project, CSP-0202", these Special Provisions, and the Standard Specifications 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 Million Five Hundred Fifteen Thousand Three Hundred Eight-seven Dollars and Thirty-six Cents (\$2,515,387.36), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of the Special Provisions in the Contract Documents. Work shall be physically complete in accordance with Section 1-08.5 of the Special Provisions in the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Standard Specification 1-08.9 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
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 "2012 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
date
City of Gig Harbor

sign and date
Print Name: _____
Print Title: _____

ATTEST:

City Clerk
date

APPROVED FOR FORM:

City Attorney
date

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated December 12, 2011 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the 56th Street/Point Fosdick Drive Improvement 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 Four Hundred Sixty Thousand One Hundred Four Dollars and Fifty-six Cents (\$460,104.56), as shown in **Exhibit B**, 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 May 31, 2013.

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 _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR

**EXHIBIT A---SCOPE OF SERVICES
for
CONSTRUCTION PHASE ADMINISTRATION AND STAKING
for the
56TH STREET NW/POINT FOSDICK DRIVE NW
STREET IMPROVEMENT PROJECT
C.S.P. 0202**

INTRODUCTION

David Evans and Associates, Inc. (DEA) will provide construction administration and survey staking for the 56th Street NW/Pt. Fosdick Drive NW project as provided in this Scope of Services. The CITY had advertised for bids on March 19, 2012 with a bid opening scheduled for April 12, 2012. Notice to proceed for construction will be given on or before May 18, 2012.

PROJECT LIMITS AND GENERAL PROJECT DESCRIPTION

The project will involve the widening and improvement of approximately 2,900 lineal feet of Point Fosdick Drive NW and 56th Street NW. The project extends from the Point Fosdick Drive NW/Olympic Drive NW intersection to the 56th Street NW/Olympic Drive NW intersection.

Affected utility providers will relocate or underground their facilities as part of this project. It is assumed that this utility work and construction of the underground facilities (trenching, conduits, vaults and pull boxes) will take place during a "utility window" period. A utility window of 60 working days is assumed. Construction observation services by DEA will be provided during the utility window as identified and provided for in this Scope of Services.

GENERAL CONSTRUCTION PHASE ADMINISTRATION

DEA will provide the CITY with construction phase administration, construction survey and construction observation services as described herein. DEA's services include construction survey, field observation services, construction phase documentation and management support, geotechnical services, archaeological and environmental support, and administrative support as specifically identified below.

DEA will perform the work tasks described in this scope of services under the overall direction of the CITY. DEA will act as the CITY's representative and maintain direct communications with the contractor to review and document the contractor's work. DEA will prepare change orders if necessary, measure and evaluate materials quantities, review contractor submitted requests for information (RFI's), prepare monthly draft pay estimates, create a photo log, and maintain daily field records.

DEA will set up a project document management system for use in future CITY and state audits. The management system will provide for filing correspondence and communications to or from DEA throughout the duration of the project. The system will file and track the documents that impact

contractor payment issues for pay quantities. The system will file and track the reports and communications that relate to public involvement, complaints and questions, traffic control by the contractor, wage rates, Department of Labor and Industry issues, and related project communications. The filing schedule and format will be in accordance with the CITY filing standards.

DEA's field staff will be at the project site each day work is being done by the Contractor to observe the Contractor's performance for general compliance with the conditions of the contract documents. DEA is on-site to provide additional assurance that the contractor's work is proceeding as required in the contract documents and plans and specifications. DEA makes no guarantee about the Contractor's work and is not responsible for the safety practices, scheduling or other compliance or noncompliance of the Contractor.

DEA's fee and work effort is based upon the assumption that construction is completed within 100 working days and a 60 working day utility window plus additional days anticipated for project finalization activities after the substantial completion date is reached. Extended construction will be addressed in a mutually agreed upon amendment to this contract.

DEA will perform its services for the work described in this scope of services following the degree of care and skill ordinarily established by professional consultants and following the standards of the industry performing under similar circumstances.

TASK 1 - PROJECT MANAGEMENT

For this project DEA will:

- DEA will provide project management of its staff and services for this phase of the project.
- Provide construction phase engineering administration and act as client liaison with the CITY;
- Monitor and manage DEA's subconsultants scopes of services and budgets;
- Organize and attend one start-up meeting with two DEA staff attending along with the CITY and City staff to review the project, its expected outcome, establish lines of communication within the CITY, and establish and maintain an organizational structure for the construction administration of this project;
- Provide bi-weekly updates via email to the CITY on the status of the work being done. The update will identify tasks that must be performed by DEA and by the CITY for the upcoming two-week period to keep the project on schedule;
- DEA administrative staff will be assigned to assist with the management of DEA project files, invoicing and other internal project management assistance; and
- Provide QA/QC review of DEA's services throughout the construction phase of the project.

TASK 2 - PROJECT START-UP

For this project DEA will:

- Set up project files in accordance with the CITY filing standards;
- Develop project processes, procedures and templates; and

- Organize and attend a pre-construction meeting with the DEA construction phase staff, City staff, Contractor personnel and other construction phase stake holder's representatives. DEA will prepare a meeting agenda.

TASK 3—CONSTRUCTION PHASE ADMINISTRATION AND DOCUMENTATION

DEA will render interpretations of the requirements of the contract documents properly requested by the contractor and provide the CITY with copies of written communications that are submitted to the contractor. DEA will review, approve, or otherwise take action on the contractor's submittals or requests for information including field questions, review shop drawings and other submittals which are all properly requested and submitted to DEA, maintain a records of materials list, prepare documents for processing change orders including a cost estimate for each change order, analyze, and recommend disposition of bids from the contractor for changes in the work, advise the CITY of the contractor's progress schedules for conformance with the contract documents, and promptly notify the CITY and the contractor of any identified deviations or noncompliance.

For this project DEA will:

- Assist the CITY by collecting documents submitted by the contractor prior to award to include performance and warranty bonds, insurance documents, required subcontractor submittals, the construction schedule and traffic control information, safety plans, bond releases;
- Initiate, review and/or process up to eight (8) contract change orders as approved by the CITY;
- Prepare and distribute applicable contract correspondence;
- Prepare and submit up to twenty six (26) weekly statement of construction working days to the CITY;
- Prepare up to twelve (12) monthly draft progress pay estimates based on the contractor's work progress including those months falling within the utility window, plus one draft pre-final and one draft final pay estimate. The draft pay estimates will be based on measurements taken, weight tickets and invoices submitted by the contractor, a review of the contractor's progress schedule, and the observation of work performed by the contractor. The pay estimate will be submitted to the CITY with the understanding that the work has progressed to the point indicated and to DEA's knowledge, information, and belief that the quality of the work is in accordance with contract requirements and that the contractor is entitled to payment in the amount shown in the pay estimate. Draft pay estimates will be submitted to the CITY for final review and payment; DEA will check quantities submitted for payment by reviewing delivery tickets and performing field counts and field measurements to confirm work was performed.
- Initiate, review, and/or process up to fifteen field directives and submit them to the City for review and approval and maintain a log of the change orders and their costs;
- Review, respond to, and process up to 25 shop drawings;
- Review, respond to, and process requests for clarifications, work or material substitutions, or other documentation affecting project scope, cost, or completion date;
- Create and maintain a Records of Materials document for the project;
- Create and maintain a Request for Approval of Material (RAM) tracking document for the project;
- Create and maintain an Aggregate Source Approval tracking document for the project;
- Provide material acceptance documentation to the CITY;

- Document affidavits of hourly wages paid by the contractor and field review wages paid;
- Provide Contractor claim support to the City (limited to hours shown in Exhibit B); and
- Provide design and documentation assistance to the City.

TASK 4—CONSTRUCTION OBSERVATION

DEA will, in joint collaboration with the City's construction manager, observe the contractor's work for general conformance with the requirements of the contract documents. DEA and the City's construction manager will determine in writing the assignments for observation. The DEA field staff will report to the City's construction manager each working day to coordinate the observation and documentation of contractor activities as related to the project. DEA is working under the direction of the City in this capacity and is not independently responsible for acts or omissions related to the assignments, approvals or the City's management of this task.

DEA will provide construction observation services during a utility window period. It is understood that the Contractor may or may not elect to suspend work during the utility window period, but will not be charged working days in either instance. Thus, it is assumed that DEA will provide construction observation during a utility window period. A utility window period of 60 working days was assumed for budgeting purposes.

For this project task, DEA will:

- Provide management and supervision of DEA field observation staff;
- DEA's field staff will report to the City's construction manager each working day to coordinate the observation and documentation of contractor activities as related to the project;
- DEA will notify and confirm date and time for the work of DEA's subconsultants and the City retained materials testing firm;
- Organize and conduct up to thirty-two (32) weekly progress meetings with the contractor, utility representatives, subcontractors, and other stake holders (total of all meetings is an aggregate of 32 meetings) and provide meeting minutes in memorandum format to the CITY. It is anticipated that the meetings will be held at the project site, will be one hour in duration with one hour used for preparing and distributing meeting minutes. CITY will assist DEA in preparation for and documentation of the progress meetings;
- Maintain inspector's daily reports (IDRs) summarizing the contractor's work, working or non-working days, equipment used for the day, discussions with contractor personnel, safety reports (DEA is not a safety inspector), traffic control issues, and other pertinent information and data regarding the construction and administration of the project. An electronic copy of the IDR will be sent via e-mail to the CITY at the end of each working day. DEA is not responsible for the construction contractors' safety programs, precautions, activities or in activities. DEA may include documents provided or received about safety plans or reports;
- Provide on-site observations of the Contractor's work for the general conformance or non-conformance with the contract documents;
- Provide on-site observations of the Contractor's work for the general conformance or non-conformance with the contract documents for work performed by the Contractor at night, limited to sanitary sewer forcemain installation and storm drainage tank and vault installation ;
- Provide documentation and on-site observations of force account work by the Contractor;

- Maintain a photo record of the Contractor's daily work progress;
- Receive and review the Contractor's submitted traffic control plans;
- Receive and review the Contractor's submitted daily traffic control diaries;
- Measure and document construction quantities for monthly pay estimates including tracking Item Quantity Tickets for each bid item and preparing Field Note Records for all bid items not having a quantity ticket; and
- Monitor and report to the City on the progress of the project's construction schedule.

TASK 5—CONSTRUCTION SURVEYING

DEA will provide construction surveying services, as described below, for the project. All construction staking will be done for the contractor on a one-time basis only, unless specifically provided for in this scope of services. Re-staking work not specifically provided for in this scope of services will be performed on a time and expense basis with the approval of the CITY. All requests for construction survey work will be presented to DEA and copied to the CITY by the Contractor not less than three (3) business days before completed staking of the requested item is required. DEA will set construction stakes, offset stakes, or hubs needed to do the construction work as described below. The Contractor shall be fully responsible for all data, dimensions, and elevations measured or taken from the provided stakes or hubs. Major structures or facilities noted below will be staked by DEA and the contractor will be responsible for determining the location of related appurtenances when applicable.

DEA will provide surveying services for the setting of new monuments as indicated in the Plans, and reestablishing known monument location(s) destroyed or disturbed by construction activities in accordance with DNR requirements. No property survey work or staking of right-of-way lines will be done that will require the filing of a Record of Survey other than that specifically provided for in this scope of services.

For this project DEA will:

- Meet with the CITY and the contractor one time to establish lines of communication and understand their work schedule and proposed method of operation;
- Set and maintain horizontal and vertical control, as needed for DEA's work, and set up to 4 temporary bench marks for vertical control at locations specified by the Contractor. The control points will also be set to be usable by the utility companies for layout of their facilities. Control point data will be provided to the CITY;
- Paint the saw-cut lines;
- Stake silt fencing with hub and lath at approximately 100-foot intervals (inter-visible), or closer as needed at angle points;
- Stake clearing limits with hub and lath at approximately 100-foot intervals at locations where the clearing limit is not the same as the silt fencing;
- Stake construction centerline with PK nails and paint at 50-foot intervals, and at point of curvature and point of tangent locations;
- Stake curb and gutter (5,000 L.F.), and extruded curb (250 L.F.) with hub and lath at 3-foot offset to back of curb at approximate 50-foot intervals including angle points, grade breaks and radius points. Cuts or fills to top of curb grade elevations will be marked and cut sheets will be provided;

- Driveway match limits will be marked and high or low points of new driveways will be staked;
- Stake the toe of wall (one cast-in-place wall and two rock walls) with two reference hubs and laths at an appropriate offsets at 25-foot intervals. Cuts or fills to the bottom of wall grade elevations will be marked and cut sheets will be provided;
- Stake the project's storm drainage structures (54 total structures) (3 concrete inlets, 30 Type 1 catch basins and 21 Type 2 catch basins), with two reference hubs and laths at an appropriate offset to each of the structures. Stake rim elevation for catch basins and manholes that need to be adjusted (9 total). Cut or fill to rim and invert elevations will be marked and cut sheets will be provided;
- Stake the storm drainage detention tanks (4 total) and treatment vaults (2 total) with two reference hubs and laths at an appropriate offset to two corners of each of the structures. Cut or fill to rim and invert elevations will be marked and cut sheets will be provided;
- Stake the sanitary sewer force main (1680 L.F.) at 100-foot intervals at an appropriate offset with cut or fill to finished grade marked on stakes and cut sheets will be provided;
- Stake roadway for base course "yellow tops" (2800 L.F.) at top of 5" compacted crushed base course with hubs set at 50-foot centerline stations including high and low points. Hubs will be set to grade, if possible, or cut or fill to sub-grade elevation will be marked and cut sheets will be provided;
- Stake roadway for top course "blue tops" (2800 L.F.) at top of 2" compacted crushed top course with hubs set at 50-foot centerline stations including high and low points. Hubs will be set to grade;
- Stake roadway for HMA "red tops" (2800 L.F.) at top of 6" compacted hot mix asphalt with hubs set at 50-foot centerline stations including high and low points. Hubs will be set to grade;
- Stake illumination poles (43 total) with two reference hubs and laths set perpendicular to the road centerline at an appropriate offset to the center of pole. Cut or fill to finish grade elevation will be marked on the stakes and cut sheets will be provided;
- Stake signage with a lath at each sign location;
- Mark the channelization striping at 100-foot intervals;
- Stake single slope concrete barrier (724 L.F.) at 50-foot intervals, or closer as needed at angle points, at an appropriate offset to centerline of barrier with cut or fill to finished grade marked on lath and cut sheets will be provided;
- Stake 9 new survey monuments and file record of survey to comply with DNR's regulations for setting and recording survey monuments. The center of the proposed monument will be staked with four 2-foot straddles, the contractor will install the monument from the straddles, and DEA will punch the monuments and mark the PLS number them. A record of survey will be prepared, and filed with Pierce County and copy to the CITY, to document the location of the new monuments including coordinates and elevations of each new monument;
- Comply with DNR requirements for documenting and replacing one existing survey monument;
- Once construction is completed, DEA will field survey the rim and invert elevation of the storm structures and updated the electronic design files with the as-constructed positions and elevations.

TASK 6---PROJECT CLOSE-OUT

This phase of the project will start when the construction work is physically complete or substantially complete. DEA will obtain, process, and submit to the CITY items related to the closing-out of the construction project.

Any certification provided by DEA or its subconsultants will only be based upon the facts known or provided to DEA that they may reasonably rely and upon DEA's reasonable professional opinion. DEA can only provide a certification that the construction general complies with the design intent and cannot guarantee or warranty the contractors work. If the construction is not in general compliance, then no certification will be provided.

For this project DEA will:

- Prepare a final punch list of work items yet to be satisfactorily completed by the contractor;
- Perform a final punch list walk-thru with the CITY;
- Prepare "Record Drawings" that correct or revise the original construction drawing incorporating changes made during construction and reflecting the information provided by the Contractor. DEA may rely on the information provided by others to complete the Record Drawings. The Record Drawings will be provided in original AutoCAD format and PDF file format and signed by an Engineer or Surveyor licensed in the State of Washington;
- Issue substantial completion and final completion notifications to the contractor if appropriate;
- Prepare and submit a final materials acceptance and certification report;
- Prepare a pre-final and a final construction pay estimate for the project; and
- Finalize and package all construction documents.

TASK 7---ENVIRONMENTAL COMPLIANCE

For this project, DEA will:

- Monitor TESC plan implementation for compliance.

DESIGN PHASE EXTRA WORK

A line item has been included in Exhibit B for design and plans update extra work costs at the request of the City that has exceeded the contingency budget. The following is a breakdown of extra work:

1. Hogan redesign option – new alignment, roadway sections and estimates;
2. Prepare proposed construction schedule – including projected cash flow;
3. Prepare LID estimates – both total project and project w/o Hogan property;
4. Provide left turn analysis for Olympic/Pt. Fosdick intersection;
5. Additional traffic analysis requested by Emily Appleton;
6. Prepare roadway simulation graphic;
7. Illumination design revision – move light poles to back of walk;
8. Wall design revisions – remove wall at Holmaas property and site grading details;
9. Barrier revisions – extend concrete barrier per WSDOT comments;
10. Drainage revisions – shift 56th Street detention tanks; and
11. Revise plans to add double left turn lane and signal modifications as included in Addendum No. 2.

SUBCONSULTANT SERVICES

GEOTECHNICAL ASSISTANCE

DEA will retain the services of a geotechnical subconsultant as approved by the City. Geotechnical assistance may include soils review work, water table monitoring and de-watering work and on-call work when deemed necessary by DEA or the CITY.

For this project DEA will, except as limited by the estimated budget of \$2,000 for this task, retain a geotechnical subconsultant to:

- Provide on-call geotechnical services; and
- Assist and provide DEA with information regarding de-watering work that may be required as part of this project.

ARCHAEOLOGICAL SERVICES---(On-call as required)

DEA will retain the services of a professional archaeological consultant on a standby basis in the event that archaeological objects are encountered during the construction of this project. A contingency amount of \$2,000 is included to cover these service. If it appears that additional archaeological work will be necessary, DEA will prepare a scope of services document and estimate to cover the additional work exceeding \$2,000 to be added to a contract amendment by the City. DEA is not responsible if the City fails to fund this work as needed to meet current permitting and regulatory requirements.

ASSUMPTIONS AND CONDITIONS

1. Project Start-up, Project Close-out, Construction Surveying and Environmental Compliance (Tasks 2, 5, 6 & 7) are not dependent upon the length of the construction contract. As such, the scope and associated fees of these tasks will not vary due to non-working days, unworkable days, suspensions or contract extensions unless the scope for these tasks changes;
2. This Scope of Services and associated fee schedule are based on the assumption that DEA will provide one full-time inspector for construction observation. The CITY will furnish additional inspector(s), or authorize funding for DEA from the Management Reserve Fund for providing additional inspector(s), as necessary, to accommodate the Contractor's work schedule and work methods. DEA and the CITY will work closely to optimize the use of additional inspectors.
3. The Scope of Services and associated fee schedule for Project Management, Construction Administration and Documentation, and Construction Observation (Tasks 1, 3 & 4) is based on a maximum of 100 9-hour contractor working days plus 60 9-hour working days during the utility work window. Work beyond that time has not been included in the costs for this scope of services and would be considered additional or extra work. If the project is delayed, the contractor works more than 9 hours a day, the Contractor works on unworkable or non-working days or the project's working days exceed this time then the effort needed to provide construction observation services by DEA will need to be increased. The CITY and DEA will work closely to optimize this additional-required level of effort by DEA.
4. Normal working day and night work hours shall be in accordance with Section 1-08.0(2) of the contract Special Provisions. This Scope of Services and associated fee schedule is based on DEA staff working a 40 hour work week. Should the Contractor request different working hours in accordance with the provisions of Section 1-08.0(2) of the Special Provisions, the CITY will

- discuss with DEA the budget impacts of such request and work with DEA to revise this Scope of Services and/or contract budget as necessary, or deny the Contractor's request.
5. The Construction Surveying tasks will be included in the project special provisions to identify for the Contractor the level of effort committed to surveying. The City will support DEA in denying survey requests or securing compensation from the Contractor for requests that are not included in the scope of services.
 6. DEA shall not be responsible for the contractor's construction means, methods, techniques, sequences or procedures, or safety precautions and programs except as otherwise provided in this scope of services. DEA shall not be responsible for the contractor's failure to carry out the work in accordance with the contract documents. DEA will endeavor to identify and guard the CITY against defects and deficiencies in the work of the contractor, but it is understood that DEA does not and cannot guarantee the performance of the contractor. The review of submittals will not be conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor.
 7. DEA will advise the CITY of work that does not conform to the contract documents. When considered necessary or advisable to determine the proper implementation of the intent of the contract documents, DEA will advise the CITY of the need for special inspection, testing of any work, or direct CITY participation in the inspection work. DEA may authorize, subject to the prior approval of the CITY, such special testing or inspection in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed. DEA shall have the authority to reject work that does not comply with or conform to the contract documents. DEA shall have authority to direct the contractor to stop work when such stoppage may, in DEA's reasonable opinion, be necessary for the proper execution of the work or to protect the interests of the City.
 8. DEA has prepared this scope of services and related cost spreadsheet with the assumption that a reasonable, competent, and responsive contractor is selected by the City for the project. DEA assumes that the City, DEA and the contractor will work under normal project conditions and environment and DEA agrees to work professionally to enhance this condition. DEA does not anticipate a hostile contractor work environment, excessive inquiries by the contractor, excessive claims, complaints by the contractor or excessive requests for information, excessive requests for survey information or the need to provide direction to the contractor to perform work tasks that are the contractor's responsibility.
 9. As part of the project, utility company facilities will be relocated or placed underground during a utility window period. Each utility company may have its own inspector on-site to inspect the work being performed for them. It is understood that DEA will provide limited inspection during the utility window, unless the Contractor elects to continue work during this period. It is understood that the utility inspector(s) may work with the contractor to communicate their desired results but will not direct or interfere with the contractor's work. DEA will not be responsible for the utilities inspectors, decisions they make or any interaction they may have with the contractor.
 10. The City will provide materials testing for the project.
 11. DEA will provide for its inspector's vehicle and for all necessary inspector supplies.

EXCLUDED TASKS AND CONDITIONS OF WORK

The following work tasks or conditions of work are not included in this Scope of Services:

1. Additional design services such as re-design of driveways, frontage improvements, revisions or re-locations to utility services, road realignment work, intersection redesign work and similar work.
2. Permits and related work and monitoring if contaminated soils or water are encountered during construction;
3. Traffic control management or development of a traffic control plan;
4. Negotiations with non-CITY utility providers involving issues governed under agreements between themselves, the CITY and/or others beyond the jurisdiction of the contract documents;
5. Attendance at public meetings or hearings;
6. Negotiations with adjacent property owners;
7. Surveying of property lines or performing survey work that would require the filing of a Record of Survey unless specifically provided for in this scope of services;
8. Work involving a claim(s) against the CITY, contractor, private utility, property owner, business and/or a citizen other than by the Contractor;
9. Property rights or easement acquisition;
10. Follow-up work with either the CITY or the contractor after the one-year plant establishment period;
11. Inspections of utility relocation or undergrounding.
12. Materials testing.

MANAGEMENT RESERVE FUND

Contingency work and the use of Management Reserve Funds (MRF) will be at the direction of the CITY but only to the extent of the funds. Contingency work may include work items listed above as exclusionary work and/or additional work due to project delays or contract extensions. Contingency work done by DEA will be done at the same rates and costs as otherwise approved for this project.

REIMBURSABLES

Reimbursable expenses will include:

- Fees for reprographics services, postage and mailing;
- Subconsultant/vendor services;
- Mileage at the current IRS rate;
- Rental costs, if any;
- Recording fees;
- Mylar for recording drawings if requested by the City; and
- Survey scanning or laser equipment at daily rates provided.

Attachments: Exhibit B Schedule of Rates and Estimated Hours



DAVID EVANS
AND ASSOCIATES INC.

MEMORANDUM

DATE: April 11, 2012
TO: Marcos McGraw
City of Gig Harbor

FROM: Steve Shanafelt

SUBJECT: CSP 0202 - Revised Contingency Work Summary

PROJECT: COGH0000041 – 56th Street NW/Point Fosdick Drive NW Street Improvement Project

COPIES: file

This memo revises the previous memo dated April 2, 2012. The extra work requested by the City has exceeded the contingency budget. The general contingency task was budgeted at \$5000. The completed work tasks total \$20,117.14. The following is a breakdown of extra work that has been charged to the general contingency task:

1. Hogan redesign option – new alignment, roadway sections and estimates	\$3,593.53
2. Prepare proposed construction schedule – including projected cash flow	\$2,204.02
3. Prepare LID estimates – both total project and project w/o Hogan property	\$ 413.25
4. Provide left turn analysis for Olympic/Pt. Fosdick intersection	\$1,826.32
5. Additional traffic analysis requested by Emily Appleton	\$5,241.00
6. Prepare roadway simulation graphic	\$ 798.80
7. Illumination design revision – move light poles to back of walk	\$1,739.89
8. Wall design revisions – remove wall at Holmaas property and site grading details	\$1,030.15
9. Barrier revisions – extend concrete barrier per WSDOT comments	\$ 323.43
10. Drainage revisions – shift 56 th Street detention tanks	\$1,509.34
11. Revise plans to add double left turn lane and signal modifications as included in Addendum No. 2.	\$1,437.42
TOTAL	\$20,117.14

DEA will write-off a total of \$6,751.33. The following items are work tasks included in the write-off:

1. Project management, meetings and coordination
2. Retaining wall design revisions to accommodate property owner future plans
3. Illumination lighting analysis and design revisions to accommodate moving light poles to back of walk and adding irrigation booster pump electrical
4. Irrigation design revisions to accommodate reduced water main pressure by adding booster pumps and irrigation zone redesign to accommodate booster pumps

CITY OF GIG HARBOR
56TH STREET NW/POINT FOSDICK DRIVE NW STREET IMPROVEMENT PROJECT CSP 0202
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

CONSTRUCTION ADMINISTRATION AND STAKING

DAVID EVANS AND ASSOCIATES, INC. 3700 PACIFIC AVENUE EAST, SUITE 311 TACOMA, WA 98424	Engineering Manager	Senior Professional Engineer	Survey Manager	Professional Engineer	Construction Inspector	Project Surveyor	2-Person Crew	Survey Tech	Landscape Architect	Design Engineer	Project Coordinator	Executive Admin.	Task Costs	Task Sums Expenses
	Al Tebaldi	Steve Shanafelt	Sean Douthett	Gordon Nelson	Leo Johnson	Dave Mokski		Raul Balanza	Jon Gage	Andrew Harris Juli Kirkman	Joy Martinez	Gaylyn Williams		
Costs for the scope of services for this project are based on a project duration of 100 working days/20 weeks and a 60 day utility window														
TASK 1---PROJECT MANAGEMENT														
Provide construction management and observation and engineering supervisor		50											\$ 8,983.80	
Monitor and manage subconsultants scopes of services and budget		2											\$ 359.35	
Provide project administrative, invoicing, filing, archiving		8									40	25	\$ 6,760.31	
Provide QA/QC for the project	18												\$ 3,234.17	
Total	18	60									40	25	\$ 19,337.63	\$ 19,337.63
TASK 2---PROJECT START-UP														
Set up project files in accordance with City filing format		2		8						8	8		\$ 2,898.77	
Develop project processes, procedures and templates		2		8						8	8		\$ 2,898.77	
Organize and attend a pre-construction conference		2		8	4					4			\$ 2,305.84	
Total		6		24	4					20	16		\$ 8,103.39	\$ 8,103.39
TASK 3---CONSTRUCTION ADMINISTRATION AND DOCUMENTATION														
Review contractor documentation		16		16						24			\$ 7,618.26	
Initiate, review, and/or process up to eight (8) contract change orders		8		16						24			\$ 6,180.85	
Prepare and distribute applicable contract correspondence		8		24						24	20		\$ 8,768.19	
Prepare and submit up to twenty-six (26) statement of construction working day				8									\$ 1,149.93	
Prepare up to 12 monthly draft progress pay estimates		6		16						40			\$ 7,450.56	
Initiate, review, and process minor changes		10		10						40	10		\$ 8,025.53	
Initiate, review, and process material submittals		16		30						80	24		\$ 17,057.24	
Review, respond to, and process requests for clarifications		8		24						60	24		\$ 12,721.06	
Create and maintain a Records of Materials, RAM and ASA tracking document				24						80			\$ 11,595.09	
Provide Contractor claims support to the City		8		8									\$ 2,587.33	
Document affidavits of hourly wages paid by the contractor				16						24			\$ 4,743.45	
Total		80		192						396	78		\$ 87,897.50	\$ 87,897.50
TASK 4---CONSTRUCTION OBSERVATION														
Contractor/City communications		16		50						50			\$ 15,152.68	
Provide management and supervision of field observation staff		16								40			\$ 6,947.47	
Coordinate the work of subconsultants				2						15			\$ 1,814.73	
Organize and conduct up to 32 weekly progress meetings				32	32					60			\$ 13,823.07	
Prepare and maintain inspector's daily reports					100					40	25		\$ 15,601.87	
Provide on-site observations of the contractor's work for 100 working day const. period					650					40			\$ 67,333.58	
Provide on-site observations of the contractor's work during 60 working day utility window					280					8			\$ 28,065.39	
Provide on-site observations of the contractor's work performed at night					160					4			\$ 15,979.19	
Receive, review, approve as-noted or reject traffic control plans & monitor plan for compliance				16	100								\$ 12,032.30	
Receive, review and file daily traffic control diaries				20	50						25		\$ 9,537.80	
Document construction quantities for monthly pay estimate				10	50					60	40		\$ 15,287.43	
Monitor and evaluate the project's construction schedule		8		20						40			\$ 8,384.88	
Monitor conformance between the contractor's SPCC and implemented plan					25								\$ 2,433.11	
Total		40		150	1447					357	90		\$ 212,393.50	\$ 212,393.50
TASK 5---CONSTRUCTION SURVEYING														
Meet with the City and contractor one time			3			4					1		\$ 1,096.02	
Set and maintain horizontal and vertical control and up to 4 temporary BM's			1			4	12				1		\$ 2,656.67	
Paint sawcut lines (1,700 L.F.)			1			2	8				1		\$ 1,774.11	
Stake Silt Fence (1500 L.F.)			1			4	12				1		\$ 2,656.67	
Stake Clearing Limits (except at locations where silt fence is the same as clearing limits)			1			2	8				1		\$ 1,774.11	
Stake construction centerline (2,800 L.F.)			1			4	16				1		\$ 3,296.67	
Stake curb at 50-foot stations (5,250 L.F.)			3			24	48				2		\$ 11,273.52	
Stake toe of walls at 25-foot stations (approx. 90 L.F.)			2			5	10				2		\$ 2,709.50	
Stake storm drainage structures (52 structures)			2			16	32				2		\$ 7,563.59	
Stake storm drainage detention tanks (2 total) and vaults (2 total)			1			2	8				1		\$ 1,774.11	
Stake sanitary sewer force main (1,680 L.F.)			1			2	8				1		\$ 1,774.11	
Stake illumination poles			1			12	24				1		\$ 5,546.92	
Stake roadway CSBC with "yellow tops" (2,800 L.F.)			2			8	18				1		\$ 4,281.47	
Stake roadway CSTC with "blue tops" (2,800 L.F.)			1			2	18				1		\$ 3,374.11	
Stake roadway for HMA with "red tops" (2,800 L.F.)			1			2	24				1		\$ 4,334.11	
Stake Signage (10 total)			0.5			1	4				0.5		\$ 887.05	
Mark striping and channelization			1			4	12				1		\$ 2,656.67	
Stake single slope concrete barrier (724 L.F.)			1			2	8				1		\$ 1,774.11	
Stake and punch 9 new survey monuments			2			12	18	8			2		\$ 5,449.37	
Provide Survey Information for "Record Drawing" Plans			2			4	16	10			2		\$ 4,311.84	

CITY OF GIG HARBOR
 56TH STREET NW/POINT FOSDICK DRIVE NW STREET IMPROVEMENT PROJECT CSP 0202
 EXHIBIT B
 SCHEDULE OF RATES AND ESTIMATED HOURS

CONSTRUCTION ADMINISTRATION AND STAKING

DAVID EVANS AND ASSOCIATES, INC. 3700 PACIFIC AVENUE EAST, SUITE 311 TACOMA, WA 98424	Engineering Manager	Senior Professional Engineer	Survey Manager	Professional Engineer	Construction Inspector	Project Surveyor	2-Person Crew	Survey Tech	Landscape Architect	Design Engineer	Project Coordinator	Executive Admin.	Task Costs	Task Sums Expenses
	Al Tebaldi	Steve Shanafelt	Sean Douthett	Gordon Nelson	Leo Johnson	Dave Mokski		Raul Balanza	Jon Gage	Andrew Harris Juli Kirkman	Joy Martinez	Gaylyn Williams		
Comply with DNR requirements for documenting and replacing one existing survey monumen			2			4	2	2			2		\$ 1,460.94	
Total			30.5			120	306	20			26.5		\$ 72,425.69	\$ 72,425.69
TASK 6---PROJECT CLOSE-OUT														
Attend a punch list walk-thru with the City and prepare a final punch list		1		6	10				6	4	4		\$ 3,468.35	
Perform a final punch list walk-thru with the City				2	8						4		\$ 1,353.56	
Prepare "Record Drawings" in electronic format				16						24			\$ 4,743.45	
Issue substantial completion and final completion notifications		1		4									\$ 754.64	
Prepare and submit a final materials acceptance and certification repor		1		4	4						2		\$ 1,287.68	
Prepare a pre-final and final construction pay estimate		1		4						8	2		\$ 1,712.91	
Finalize and package certified payroll reports and documents		1		8							2		\$ 1,473.34	
Total		5		44	22				6	36	14		\$ 14,793.92	\$ 14,793.92
TASK 7---ENVIRONMENTAL COMPLIANCE														
Monitor conformance between TESC plan and Contractor's implementator					24								\$ 2,335.79	
Total					24								\$ 2,335.79	\$ 2,335.79
Total Hours	18	191	30.5	410	1497	120	306	20	6	809	264.5	25	3697	
RATE (Rates are based on latest audited overhead of 184.46% and fee of 15%.) This represents a multiplier of 2.9946 compared to our standard multiplier of 3.1446.	\$ 179.68	\$ 179.68	\$ 179.68	\$ 143.74	\$ 97.32	\$ 121.28	\$ 160.00	\$ 76.36	\$ 126.37	\$ 101.82	\$ 71.87	\$ 97.92		
Labor	\$ 3,234.17	\$ 34,318.12	\$ 5,480.12	\$ 58,933.73	\$ 145,694.78	\$ 14,553.76	\$ 48,960.00	\$ 1,527.25	\$ 758.23	\$ 82,369.47	\$ 19,009.72	\$ 2,448.09	\$ 417,287.42	\$ 417,287.42
EXTRA DESIGN AND PLAN UPDATES (11 items listed in Scope) <i>Note: DEA has written off approx. \$6,751.33 (illumination, irrigation, walls & PM services,</i>														\$ 20,117.14
SUBCONSULTANT SERVICES OR SUPPORT														
Geotechnical assistance and support														\$ 2,000.00
Archaeological support---(On-call as required)														\$ 2,000.00
EXPENSES														
Reproduction, Mylar, Postage, Express Delivery														\$ 500.00
Mileage														\$ 3,000.00
Recording fees														\$ 200.00
SUB-TOTAL CONSTRUCTION ADMINISTRATION COST														\$ 445,104.56
MANAGEMENT RESERVE FUND	3.37%													\$ 15,000.00
TOTAL CONSTRUCTION ADMINISTRATION COST														\$ 460,104.56

**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 (the "City"), and Construction Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the 56th Street/Pt. Fosdick Drive Improvement Project, CSP-0202 and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work 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

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty-four Thousand Two Hundred Ninety-eight Dollars and Zero Cents (\$24,298.00) for the services described in Section 1 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. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. 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 May 31, 2013; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

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because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. 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.

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. 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.

12. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. 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 subconsultants 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.

14. 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.

15. Resolution of Disputes and Governing Law.

A. 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.

B. 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Construction Testing Laboratories, Inc.
ATTN: Dennis Smith
400 Valley Avenue NE, Suite 102
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

17. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

[The remainder of this page left intentionally blank]

18. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Construction Testing Laboratories

March 16, 2012

City of Gig Harbor

3510 Grandview Street
 Gig Harbor, WA 98335

Attn: Marcos R. McGraw

REF: **56th Street Northwest & Pt. Fosdick Drive Northwest Street Improvement Project**
 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
- Fracture Face County..... \$ 70.00/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
- Cold Feed Sample..... \$ 335.00/ea

MILEAGE:

- Mileage..... \$ 00.75/mi

CLIENT: City of Gig Harbor
 PROJECT: 56th St NW & pt. Fosdick Dr NW Street Improvement Project
 PROPOSAL: 01 / 2012 FEE SCHEDULE
 DATE PROCESSED: 3-16-12



Construction Testing Laboratories

EXHIBIT A

Consent Agenda - 10

Page 28 of 29

400 Valley Avenue NE
Suite 102
Puyallup, WA 98372

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

March 13, 2012

REF: **56th Street Northwest & Pt. Fosdick Drive Northwest Street Improvement Project**
Special Inspection & Testing Services

ESTIMATED TOTAL COST:		
TYPE OF INSPECTION & TESTING	ESTIMATED COST	
Reinforced Concrete		
Approximately 91 hours testing and inspection*	\$	4,459.00
Approximately 145 each concrete test cylinders	\$	2,755.00
Approximate roundtrip mileage	\$	No Charge
ESTIMATED CONCRETE COSTS:	\$	7,214.00
*Non-continuous inspection for curbs/gutters, sidewalks & driveway. Continuous inspection for concrete retaining wall.		
Soils		
Approximately 182 hours compaction testing inspection	\$	9,464.00
Approximately 6 each proctor curves	\$	1,050.00
Approximately 6 each sieve analysis	\$	900.00
Approximately 6 each sand equivalents	\$	510.00
Approximately 2 each fracture face counts	\$	140.00
Approximate roundtrip mileage	\$	No Charge
ESTIMATED SOILS COSTS:	\$	12,064.00
HMA		
Approximately 45 hours compaction testing and inspection	\$	2,340.00
Approximately 5 each rice values	\$	550.00
Approximately 5 each extraction/gradation testing	\$	1,125.00
Approximately 3 each cold feed samples	\$	1,005.00
Approximate roundtrip mileage	\$	No Charge
ESTIMATED HMA COSTS:	\$	5,020.00
ESTIMATED TOTAL COST:	\$	24,298.00

Our estimated total cost to provide our services is \$24,298.00. 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.

CLIENT: City of Gig Harbor
PROJECT: 56th St NW & pt. Fosdick Dr NW Street Improvement Project
PROPOSAL: 01 / 2012 FEE SCHEDULE
DATE PROCESSED: 3-16-12



Construction Testing Laboratories

400 Valley Avenue NE
Suite 102
Puyallup, WA 98372
253-383-8778
fax 253-770-8232
www.ctlwa.com

March 13, 2012

REF: **56th Street Northwest & Pt. Fosdick Drive Northwest Street Improvement Project**
Special Inspection & Testing Services

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 to apply for RCO Grants for the Play Structure at City Park and a Property Acquisition on Harbor-View Drive

Proposed Council Action: Approve and authorize Resolution 899, 900 and 901 for three RCO Grants

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton Special Projects

For Agenda of: April 23, 2012

Exhibits: Resolutions

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are -0-.

INFORMATION / BACKGROUND

The attached Resolutions are required by the Washington State Recreation and Conservation Office in order to apply for financial assistance from the agency. Three grant requests have been submitted: 1. One grant for the Gig Harbor Maritime PlayZone Play Structure at City Park and 2. Two grants for the acquisition of two undeveloped waterfront parcels located on Harborview Drive next to Eddon Boat Park.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize Resolution 899, 900 and 901 to apply for RCO Grants for the Play Structure at City Park and a Property Acquisition on Harborview Drive.

RESOLUTION NO. 899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR WASHINGTON WILDLIFE AND RECREATION PROGRAM PROJECTS TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS, WAC 286 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city is partnering in the placement the GIG HARBOR PLAYZONE INTEGRATED PLAYGROUND AT CITY PARK at Crescent Creek; and

WHEREAS, the city has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under the provisions of the Wildlife and Recreation Program (WWRP), state grant assistance is requested to aid in financing the cost of playground development; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s); now, therefore,

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

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from city budget funds and private grants and donations and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that any facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year

according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board.

6. We acknowledge that any facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board.
7. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
8. We provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 23rd day of April, 2012.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Clerk: 04/18/12
Passed by the City Council: 04/23/12
Resolution No. 899

RESOLUTION NO. 900

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR WASHINGTON WILDLIFE AND RECREATION PROGRAM PROJECTS TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS, WAC 286 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city wishes to expand existing waterfront park property and has identified as EDDON BOAT PARK-EXPANSION; and

WHEREAS, the city has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program (WWRP), state grant assistance is requested to aid in financing the cost of landacquisition; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s); now, therefore,

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

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from city budget appropriation and matching grant funds and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that any property acquired and/or facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours

and times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board.

6. We acknowledge that any property acquired and/or facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board.
7. We acknowledge that any property acquired using Recreation and Conservation Funding Board assistance must be developed within five years of the acquisition closing.
8. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
9. We provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 23rd day of April, 2012.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Clerk: 04/18/12
Passed by the City Council: 04/23/12
Resolution No. 900

RESOLUTION NO. 901

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR LAND AND WATER CONSERVATION FUND PROJECTS TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN TITLE 16, USC, CHAPTER 4601-4 AS AMENDED; WAC 286 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city wishes to expand existing waterfront park property and has identified as EDDON BOAT PARK-EXPANSION; and

WHEREAS, the city has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

WHEREAS, under the provisions of the Land and Water Conservation Fund (LWCF) program, state grant assistance is requested to aid in financing the cost of land acquisition; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s); now, therefore,

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

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from city funds and private community funds and donations and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We acknowledge that property acquired and/or facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year according to the type of area or facility unless other restrictions

have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board and the National Park Service.

6. We acknowledge that property acquired and/or facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board and the National Park Service.
7. We acknowledge that any property acquired for future development using Recreation and Conservation Funding Board assistance must be developed within three years of the acquisition closing.
8. We have read both the federal guidelines and state policies for the LWCF program and agree to abide by those guidelines and policies, and as LWCF grants are federal funds, our organization must comply with all applicable federal laws.
9. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
10. We provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 23rd day of April, 2012.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Clerk: 04/18/12
Passed by the City Council: 04/23/12
Resolution No. 901



Subject: Consultants Services Contracts with
AJO Consulting for RCO Grant-writing
Services

Proposed Council Action: Approve and
authorize the Mayor to award two contracts
with AJO Consulting for three RCO Grants in
an amount not to exceed \$4,500.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: April 23, 2012

Exhibits: Two Contracts
and Exhibits

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a note '*See Fiscal Below'.

INFORMATION / BACKGROUND

Every two years, The Washington State Recreation and Conservation Office awards grant funds for water access, land and water conservation and local parks throughout the state. This year, AJO Consulting will be retained to write one grant for the Gig Harbor Maritime PlayZone Play Structure at City Park and two grants for the acquisition of two undeveloped waterfront parcels located on Harborview Drive next to Eddon Boat Park.

Both grants require a 50:50 match. The City will match the PlayZone Structure in the amount of \$100,000 identified in the City's 2012 Park Budget. The parcel acquisition match will (if successful) be met by matching RCO's state Water Access grant with a federal Land and Water grant.

FISCAL CONSIDERATION

Funds will be covered under the 2012 General Fund - Administrative Expenses.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to award a contract to AJO Consulting for the grant-writing in an amount not to exceed \$4,500.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
AjO Consulting**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and AjO Consulting, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Grant-writing for City Park Play Structure and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work 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

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed one thousand five hundred dollars and no cents (\$1,500.00) for the services described in Section 1 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. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. 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 May 1, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. 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.

10. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

11. 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.

12. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

13. 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 subconsultants 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.

14. 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.

15. Resolution of Disputes and Governing Law.

A. 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.

B. 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 Public Works Director 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
AJO CONSULTING
ATTN: Arvilla Ohlde
15191 East SR 106
Belfair, WA 98528
(360) 275-8692

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17
day of April, 2012.

CONSULTANT

CITY OF GIG HARBOR

By: Arvilla Ohlde
Its: Ajo Consulting

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR: RECREATION AND CONSERVATION OFFICE GRANTS WATERFRONT PROPERTY ACQUISITION				
1. Washington Wildlife & Recreation Program- Water Access (WWRP-WA) 2. Land and Water Conservation (LWCF)				
AJO Consulting Arvilla Ohlde Exhibit A Project Proposal 4/16/2012				
TASK		Arvilla Ohlde	Expenses	Total
<i>Hourly Billing Rate</i>		\$150		
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1.3	Coordinate with RCO project staff	1.0		\$150
1.4	EZ Form	1.0		\$150
1.5	Willing Seller	.5		\$75
1.6	Appraisal/Land Estimate	.5		\$75
1.7	Planning Document Reference	1.5		\$225
1.8	Environmental Assessment	.5		\$75
1.9	Community Values/Economic Benefit	.5		\$75
Phase Subtotal		7.5	\$0	\$1,125
Phase 2:	Grant Entered in PRISM			
2.1	Project Description	2.0		\$300
2.2	Scope	1.0		\$150
2.3	Acreage	.5		\$75
2.4	Budget	1.5		\$225
2.5	Metrics	1.5		\$225
2.6	Submit Grant	.5		\$75
Phase Subtotal		7.0	\$0	\$1,050
Phase 3:	Attachment Documents			
3.1	Maps (Regional/Site/Plan/Parcel/Population)	2.5		\$375
3.2	Enabling Resolution	.5		\$75
3.3	Cultural Resources Request	.5		\$75
3.4	Staff Consultation	2.0		\$300
Phase Subtotal		5.5	\$0	\$825
Project Total		20	\$0	\$3,000

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
AjO Consulting**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and AjO Consulting, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in **Grant-writing for Waterfront Land Acquisition** and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work 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

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed three thousand dollars and no cents (\$3,000.00) for the services described in Section 1 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.

The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 18 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.

3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. 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 May 1, 2012; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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
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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 upon request.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 17
day of April, 2012.

CONSULTANT

CITY OF GIG HARBOR

By: Arvilla Ohlde
Its: Ajo Consulting

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

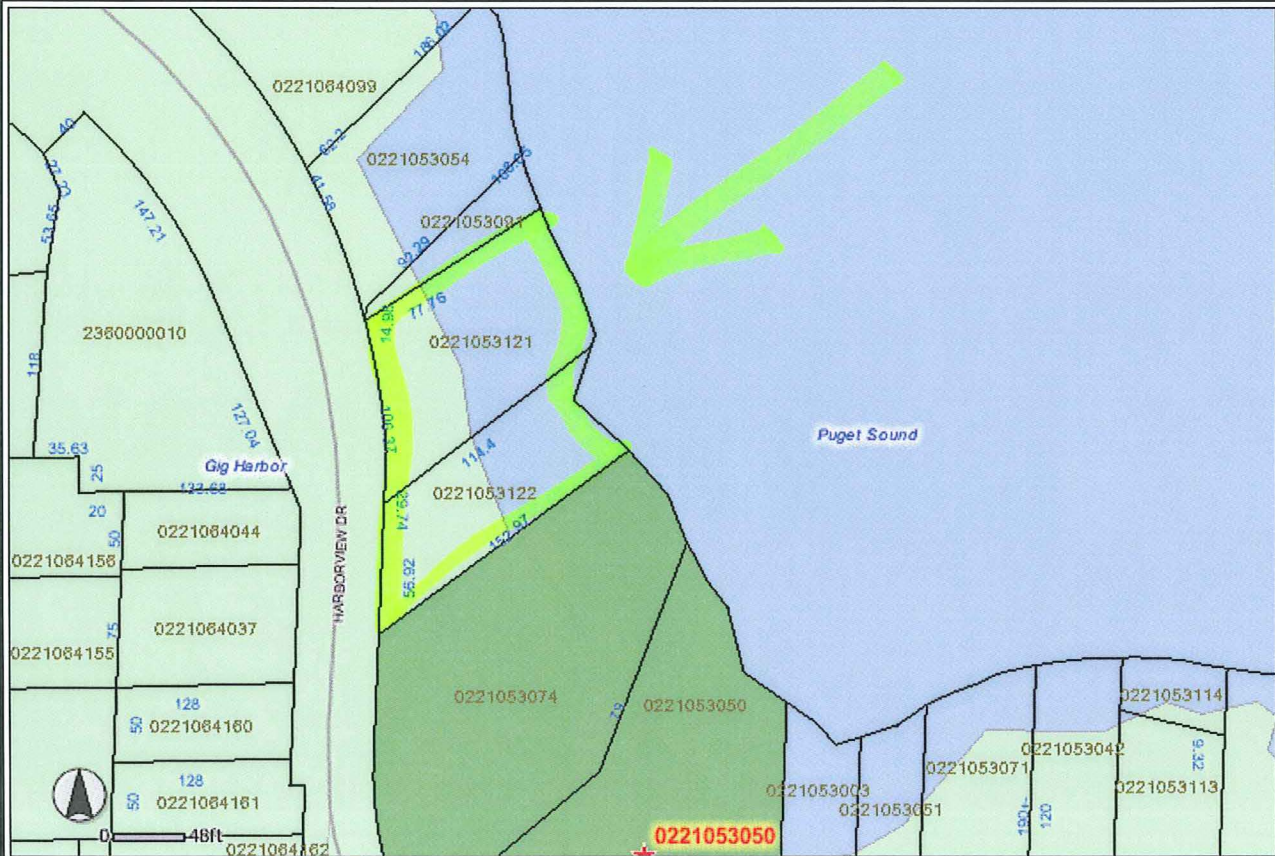
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Pierce County Assessor-Treasurer ePIP

Parcel Map for 0221053050

04/17/2012 09:30 AM

Property Details Parcel Number: 0221053050 Site Address: 3711 HARBORVIEW DR Account Type: Real Property Category: Land and Improvements Use Code: 6400-REPAIR SERVICES	Taxpayer Details Taxpayer Name: CITY OF GIG HARBOR Mailing Address: 3510 GRANDVIEW ST GIG HARBOR WA 98335-1214
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RTSQ Maps: [Normal \(200 Scale\)](#) | [Detailed \(100 Scale\)](#)
 For additional mapping options, visit [Public GIS](#)

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. **All critical information should be independently verified.**

"Our office works for you, the taxpayer"

Pierce County Assessor-Treasurer
Dale Washam
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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DREAMS START ON THE PLAYGROUND



By John Mullan /
playground equipment
representative for
Landscape Structures &
President, PlayCreation

I recently attended a community playground design workshop sponsored by a national nonprofit organization called Shane's Inspiration, whose vision is to foster a bias-free world for children with disabilities through the vehicle of inclusive playgrounds and programs. They were helping the community in the City of Gig Harbor to voice their design ideas for their very own fully-accessible, inclusive playground...the first of its kind in the region.

I knew a little bit about Shane's Inspiration before hand but seeing the community design process unfold in front of me changed my paradigm. Spending just one day, just a few hours, with kids with disabilities and their parents made me wonder why it has taken our society so long to realize the importance of inclusion.

The Paradigm of the Past:

Think about disabilities as a group for a second. I imagine that one could refer to this group as a "minority." Interestingly though; unlike other groups, the only minority that each and any one of us can join at any moment. Similarly to other groups, the discrimination has been vividly documented in our history.

Until 1950, it was common to isolate or sterilize people with severe handicaps in state institutions that were built specifically to house this group. I think about an example of the state of mind of us as a society; Rose Kennedy was given a prefrontal lobotomy because she

was considered retarded (that procedure performed on her would have been considered not only malpractice but cruel by today's standards).

The attention and people's perceptions started to change after our heroes started returning from World War II and subsequent conflicts. With the evolution in the medical field, many soldiers were surviving battlefield injuries and returning home. The civil rights movement and subsequent act of 1960 furthered the momentum, giving the Americans with Disabilities Act its impetus and establishing the Education for all Handicap Children Act of 1975.

Can you believe it took another 15 years to sign the ADA? Just as with women voting, or blacks being 3/5 human (the Three-Fifths Compromise is found in Article 1, Section 2, Paragraph 3 of the United States Constitution)...we look back and think "how absurd that we would exclude a portion of the population for so long."

What I want to know is what are we doing about it now, in our parks, at these magical islands we call playgrounds. No kid should be excluded...not only because "it's the right thing to do" but also because dreams start on the playground. And everyone has dreams, especially when they are kids (mine were squelched in High School, but that is a subject for another day).

Dreams Start on the Playground...

Changing the Paradigm:

Now, if you really think about it, most things start on the playground. Even in a huge park, it is the common-interest place where kids

gather. It draws them in. Ever asked a six year old if she wants to go to the playground? Just watch her eyes get big and smile widen as she grabs a coat and heads for the door. The playground draws kids in. Which brings me back to Shane's Inspiration and the dream of a playground where kids with disabilities and typical abilities have the opportunity to play side-by-side.

There are some organizations that promote accessible play environments and playgrounds in general, but Shane's Inspiration understands that playgrounds are classrooms. They raise the bar on accessibility by understanding that dreams, friendships, achievement, and much more all start on the playground: a powerful learning environment where the foundational understanding of inclusion can be taught.

A Shane's Inspiration playground is the result of an inclusion movement that is started in the community, which drives all aspects of the playground design and development process. They have over 40 playgrounds open and more than 70 in the works throughout the US and beyond...all of them are the result of local parents, community leaders, business owners and city council members taking action and coming to the understanding that truly inclusive play environments are an essential part of healthy, sustainable communities.

My first involvement with Shane's Inspiration was at the Gig Harbor community design session, which encouraged the local kids to draw their vision of a perfect playground. I was amazed by how much thought and effort these children put into designing their playgrounds. They were as obsessed as I am about detailing where everything goes and providing a wide variety of activities (slides, climbers and swings). Their imagination blew me away. There were kids with disabilities and without, armed with crayon and paper, creating fantastic playgrounds. Group labels and societal classifications did not matter.

Look at the detail... it is remarkable.

Once this playground is open and design ideas come to fruition, Shane's Inspiration will continue to support the playground and the community by helping launch two programs designed to walk kids 'from bias to acceptance'...a foundation for inclusion.

One program coming to Washington is Together, We Are Able, Shane's Inspiration's unique ability awareness education program that promotes integration and understanding by bringing children with and without disabilities together in a meaningful way. The program works in three stages. The first step is a classroom curriculum that helps school children identify and demystify common misconceptions about disabilities.

They then bring kids with and without disabilities together for a field trip to an inclusive playground and use it as a classroom for learning acceptance, inclusion and understanding. Through a simple day of play and connection, our kids will learn about themselves and others at the playground. Differences begin to dissolve through play, creating inclusion and common ground. The third step is follow-up classroom activities that allow the students to synthesize how their awareness shifted.

On this playground in Gig Harbor, Washington...no child will be excluded.

From the Playground to the Workplace...

Real-Life Impact:

So when we talk about dreams, friendship, achievement and inclusion starting on the playground...it is important to consider this in the context of what it means to the future of all the kids who are afforded these opportunities and more importantly, these programs.

What does it mean to a child with a disability to be accepted as is? What does it mean for a play-buddy with typical abilities to understand that the desire for laughter, friendship and play is universal? What is does for us is to have a generation growing up dwelling on what makes people similar, not what makes us different?

A FOX News investigation in 2009 said that the unemployment figure for the disabled was at just over 14%. But consider that is just for those who had worked, then lost their jobs...the actual unemployment figure is much, much higher. In the same report it states that, according to several disability rights advocates, more than half of Americans with disabilities are unemployed, and the reality is that it may be as high as 80%.

Here is what Brad Thornton, the Director of Project Development for Shane's Inspiration, said recently: "Our vision is to eliminate bias against people with disabilities," Thornton said. "These playgrounds are the vehicle to allow the programs to eliminate that bias. One study cited that 80 to 90 percent of the adults with disabilities in the workplace lose their jobs due to lack of social skills. This generation will be more accepting, more knowledgeable and more welcoming to the disabled community."

It's a shame that the number one reason a worker with a disability will lose their job is a lack of social skills. It's a blessing that communities and we as a society are beginning to recognize that...and there are people of action that advocate for the rights of all and do so in such a way as to create these playground classrooms where we can learn acceptance before prejudice.

So here is what I am advocating for this generation: use these incredible communities to lead and influence the Parks and Recreation landscape. Let's show our kids how independence, self-understanding, confidence and a sense of contribution can all start on the playground, as long as we all have access to, and are included on it.

Yes, build it. Then show them, at the human level, we all want the same things and that we all have dreams. And they will come...kids and parents of all abilities. Because Dreams Start on the Inclusive Playground.

I encourage you to learn more about Shane's Inspiration, their mission, vision and programs at www.shanesinspiration.org. WT

Project Budget

① Description of Item	② Source for Cost (Vendor)	③a Qu ant ity	③b Unit Cost	④ Donated Cash & Labor	⑤* Your Cash Expended	⑥ Total Cost (④+⑤)
Docked ADA Accessible Fishing Vessel	Landscape Structures	1	\$150,000		150,000	\$150,000
Poured in Place Surfacing	Landscape Structures	1	\$62,400		62,400	\$62,400
3 Bay Swings	Landscape Structures	1	\$4,500		4,500	\$4,500
Accessible Bay Swing	Landscape Structures	1	\$3,585		3,585	\$3,585
Crazy Teacups	Landscape Structures	1	\$900		900	\$900
Playground Equipment	Landscape Structures	1	\$29,265		26,265	\$29,265
Fencing	City of Gig Harbor	1	\$25,000		25,000	\$25,000
Site Prep Work	City of Gig Harbor		\$25,000	\$25,000		\$25,000
Design Services	Shane's Inspiration		\$50,000	\$50,000		\$50,000
Cash Donations:						
City of Gig Harbor				\$100,000	-100000	
Rotary AM				\$5,000	-5000	
Morris Family Foundation				\$3,500	-3500	
February Fundraiser				\$1,300	-1300	
Brick Sales				\$25,850	-25850	
July Fundraiser				\$25,000	-25000	
Landscape Structures				\$10,000	-10000	
Fishermans Foundation				\$15,000	-15000	
Cheney Foundation				\$10,000	-10000	
Private Donors				\$25,000	-25000	
Corporate Sponsors				\$30,000	-30000	
TOTALS:				\$325,650	\$25,000	\$350,650.00



Subject: First Reading of Ordinance
Harbor Hill Div 1A PRD Rezone
(PL-FPRD-12-0001)

Proposed Council Action: Adopt ordinance
at first reading, as allowed by GHMC
1.08.020.C

Dept. Origin: Planning Department

Prepared by: Kristin Moerler, Associate
Planner

For Agenda of: April 23, 2012

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 4/18/2012, R 4/17/12, Email, TD 4/17/12

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values 0, 0, 0.

INFORMATION/BACKGROUND

Attached for your consideration is an ordinance directing the Planning Director to amend the official City Zoning Map to reflect the approval of the Final Planned Residential Development for Harbor Hill Division 1A as required by GHMC 17.89.130.

The approval of the Harbor Hill Final Plat and Final PRD is a closed record decision and a separate agenda item has been placed on the consent agenda for April 23, 2012 to approve the Final PRD. However an ordinance is required for the related zoning map amendment. This map amendment will document that the future development of this site will be governed by the provisions of the Final PRD and not the provisions of the underlying zoning code. This is the first Final PRD to be subject to this requirement.

POLICY CONSIDERATIONS

The ordinance is needed to officially amend the City's Zoning Map to reflect the Final PRD as required by GHMC 17.89.130. Ordinances for site specific rezones, such as this one, may be adopted at first reading as allowed by GHMC 1.08.020.C.

FISCAL CONSIDERATION

There are no adverse fiscal impacts associated with this map amendment.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee was required to review this application.

RECOMMENDATION / MOTION

Move to: Adopt ordinance # _____ at first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 12.93 ACRES FROM PCD-RMD ZONING DISTRICT AND PCD-RLD ZONING DISTRICT TO PRD (PLANNED RESIDENTIAL DEVELOPMENT), LOCATED NORTH OF BORGEN BOULEVARD AND EAST OF THE RIDGE AT GIG HARBOR SUBDIVISION; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER 0222308002, AND CITY OF GIG HARBOR FILE NO. PL-FPRD-12-0001, AND AMENDING THE OFFICIAL ZONING MAP TO BE CONSISTENT THEREWITH

WHEREAS, Olympic Property Group LLC requested Final PRD Approval for Division 1A of the Harbor Hill Plat located north of Borgen Blvd. and east of the Ridge at Gig Harbor Subdivision; a portion of Pierce County Assessor-Treasurer Parcel Number 0222308002; and

WHEREAS, the land use designations in the Comprehensive Plan for the subject site are PCD-Residential Medium and PCD-Residential Low; and

WHEREAS, the existing zoning district on the Official Zoning Map of the City for the subject site is PCD-RMD (Planned Community District - Residential Medium) and PCD-RLD (Planned Community District – Residential Low); and

WHEREAS, Olympic Property Group LLC requested Preliminary Planned Residential Development (PRD) approval for of 200 acres, comprised of three parcels, into 554 single family lots and two multiple family lots that would be developed with a total of 270 units on the subject site on December 2, 2008; and

WHEREAS, a SEPA threshold determination of Mitigated Determination of Nonsignificance was issued on November 17, 2010; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the preliminary PRD is a Type III-A action as defined in GHMC 19.01.003(B); and

WHEREAS, A final decision for a Type III-A application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the preliminary PRD was held before the Hearing Examiner on December 16, 2010, at which time the Hearing Examiner heard public testimony on the preliminary PRD; and

WHEREAS, the Hearing Examiner approved the Preliminary PRD in her decision dated December 30, 2010; and

WHEREAS, the appeal period expired on January 23, 2011; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, an application for final PRD approval was submitted to the City and deemed complete on March 30, 2012 for Division 1A, a portion of the approved preliminary PRD; and

WHEREAS, the Final PRD is a Type IV action as defined in GHMC 19.01.003(B); and

WHEREAS, A closed record decision for a Type IV application shall be rendered by the City Council as per GHMC 19.01.003(A); and

WHEREAS, the City Council approved the final PRD application under Resolution #_____ on _____; and

WHEREAS, GHMC 17.89.130 requires that the property subject to the final PRD be designated on the official zoning map as PRD; and

WHEREAS, the change to the official zoning map must be adopted by ordinance as per GHMC 17.89.130; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on April 23, 2012;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. The real property located north of Borgen Blvd. and east of the Ridge at Gig Harbor Subdivision; a portion of Pierce County Assessor-Treasurer Parcel Number 0222308002 and legally described in Exhibit "A", is hereby rezoned from PCD-RMD (Planned Community District - Residential Medium) and PCD-RLD (Planned Community District – Residential Low) to PRD (Planned Residential Development).

Section 2. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the designation established by Section 1.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2012.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

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

Exhibit A

HARBOR HILL
LEGAL DESCRIPTION: PARCEL M1 & E

TRIAD JOB # 08-058
APRIL 13, 2012

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST W.M., PIERCE COUNTY WASHINGTON AS IS SHOWN ON THE PLAT OF THE RIDGE AT GIG HARBOR, PER THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 200806265007;

THENCE NORTH 01°47'21" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 59.10 FEET TO THE POINT OF BEGINNING ON THE NORTH MARGIN OF THE BORGEN AVENUE RIGHT OF WAY AS SHOWN ON EXHIBIT "K" IN THE AMENDMENT TO RIGHT OF WAY DEDICATION RECORDED UNDER AUDITOR'S FILE NUMBER 200007130672;

THENCE NORTH 01° 47'21" EAST ALONG SAID WEST LINE, 839.68 FEET;

THENCE SOUTH 88° 33'15" EAST, 114.70 FEET TO A POINT OF CURVE;

THENCE NORTHEASTERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 106.00 FEET, THROUGH A CENTRAL ANGLE OF 78° 41'23", AN ARC DISTANCE OF 145.58 FEET;

THENCE SOUTH 88° 34'59" EAST, 187.37 FEET;

THENCE SOUTH 86°14'17" EAST, 68.37 FEET;

THENCE SOUTH 76° 11'47" EAST, 63.72 FEET;

THENCE NORTH 32° 06'28" EAST, 15.80 FEET;

THENCE NORTH 18°10'33" EAST, 100.00 FEET;

THENCE SOUTH 71°49'27" EAST, 161.34 FEET TO A POINT OF CURVE;

THENCE SOUTHEASTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 92°11'56", AN ARC DISTANCE OF 64.37 FEET;

THENCE SOUTH 20°22'29" WEST, 215.79 FEET TO A POINT OF CURVE;

THENCE SOUTHERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 962.00 FEET, THROUGH A CENTRAL ANGLE OF 4°19'41", AN ARC DISTANCE OF 72.67 FEET;

THENCE SOUTH 24°42'10" WEST, 87.69 FEET TO A POINT OF CURVE;

THENCE SOUTHERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1068.50 FEET, THROUGH A CENTRAL ANGLE OF 22°57'23", AN ARC DISTANCE OF 428.11 FEET;

THENCE SOUTH 01°44'47" WEST, 46.60 FEET;

THENCE NORTH 88°15'13" WEST, 7.50 FEET;



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425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassociates.net

Land Development Consultants

THENCE SOUTH 01°44'47" WEST, 51.00 FEET TO A POINT OF CURVE;

THENCE SOUTHERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 15°00'00", AN ARC DISTANCE OF 13.09 FEET TO A POINT OF COMPOUND CURVE;

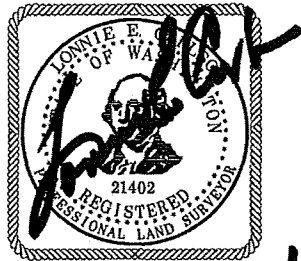
THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 59°48'09", AN ARC DISTANCE OF 62.63 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 76°32'56" WEST, 49.48 FEET TO A POINT ON SAID NORTH MARGIN OF BORGEN BOULEVARD;

THENCE WESTERLY ALONG SAID NORTH MARGIN, BEING A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 04°30'42" WEST, HAVING A RADIUS OF 10,050.00 FEET, THROUGH A CENTRAL ANGLE OF 02°31'10", AN ARC DISTANCE OF 441.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.93 ACRES OF LAND MORE OR LESS

WRITTEN: KBR
CHECKED: LEC



4/13/12



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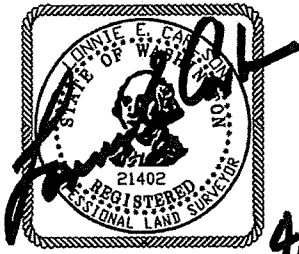
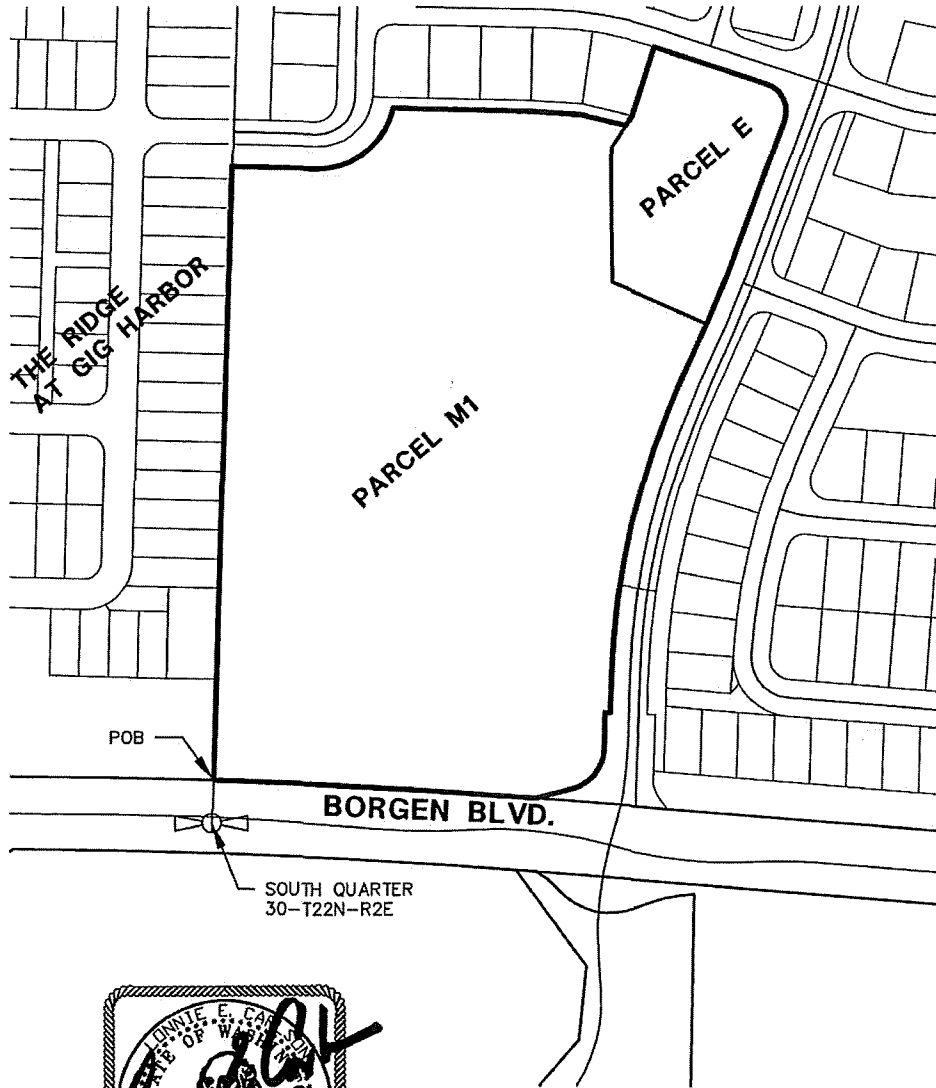
Land Development Consultants

HARBOR HILL
EXHIBIT: PARCEL M1 & PARCEL E

TRIAD JOB # 08-058
APRIL 13, 2012



SCALE: 1" = 200'



4/13/12



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www.triadassociates.net

08058-EXH-M1-REVISED.DWG



Business of the City Council
City of Gig Harbor, WA

Subject: First Reading -Ordinance
Repealing and Replacing Ordinance 781
Re: Compensation for Municipal Court
Judge and Establishing Retroactive
Effective Date.

Proposed Council Action: Consider
Ordinance on first reading

Dept. Origin: Court
Prepared by: Stacy Colberg
For Agenda of: April 23, 2012
Exhibits: Draft Ordinance, Judge
Services Agmt (contract)
Initial & Date

Concurred by Mayor:
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:

Table with 4 columns: Expenditure Required, Fiscal Consideration, Amount Budgeted, Appropriation Required. Values: 0, \$0, Budgeted, \$0.

INFORMATION / BACKGROUND:

Judge Dunn's contract was not renewed timely and expired on December 31, 2010. On June 27, 2011 the City Council approved a contract with the Municipal Court Judge and approved a retroactive effective date of January 1, 2011. This contract expires December 31, 2013.

RCW 3.50.080 requires that the salary of the Municipal Court Judge shall be fixed by ordinance. The last ordinance setting the judge's salary was adopted in 1998. To comply with state law the attached ordinance has been drafted consistent with RCW 3.50.080 and replaces Ordinance 781. Nothing in the current contract has been changed or modified. This proposed ordinance simply brings the City compliant with statutory requirements and reflects the salary for the Municipal Court Judge along with an effective date as stated in the current contract.

FISCAL CONSIDERATION:

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Consider ordinance on first reading and bring back for adoption at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE GIG HARBOR MUNICIPAL COURT; REPEALING AND REPLACING ORDINANCE NO. 781 REGARDING COMPENSATION FOR THE MUNICIPAL COURT JUDGE; AND ESTABLISHING A RETROACTIVE EFFECTIVE DATE.

WHEREAS, by way of Ordinance No. 447, the City established a municipal court as authorized under chapter 3.50 RCW; and

WHEREAS, RCW 3.50.080 requires that the salary of the municipal court judge shall be fixed by ordinance; and

WHEREAS, on June 27, 2011 the City Council approved a contract with the municipal court judge which included a salary adjustment retroactive to January 1, 2011; and

WHEREAS, the City Council desires to adopt this ordinance for consistency with RCW 3.50.080; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Repeal. Ordinance No. 781 is hereby repealed.

Section 2. Municipal Court Judge Salary. The monthly base salary for the municipal court judge shall be \$4,316.80 for general administrative time, jury and non-jury trials and hearings, occasional in-custody arraignments, regular Tuesday and Wednesday court calendars, and related activities.

Section 3. Effective Date. This Ordinance shall be in full force five (5) days after passage and publication of an approved summary consisting of the title and shall apply retroactively to January 1, 2011.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2012.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

MUNICIPAL COURT JUDGE
SERVICES AGREEMENT

THE PARTIES

The parties to this agreement are as follows: Michael A. Dunn, hereinafter referred to as "Judge," and the City of Gig Harbor, Washington, hereinafter referred to as the "City."

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the City appoints a municipal court judge at an established compensation level and the Judge agrees to perform the municipal court judge duties as provided by state statute and city ordinance.

AGREEMENT

The parties hereto agree as follows:

A. Performance of Duties. The Judge shall at all times faithfully, and to the best of his ability and experience, perform all of the duties that are required of him pursuant to the expressed and implicit terms of this agreement and pursuant to the rules of professional ethics. The provisions of chapter 3.50 RCW and the Gig Harbor Municipal Code section creating the municipal court are incorporated into the agreement as fully as if set forth therein.

B. Compensation. The City shall compensate the Judge for conducting municipal court services for the City of Gig Harbor as follows:

1. The monthly compensation shall be \$4,316.80 for general administrative time, jury and non-jury trials and hearings, occasional in-custody arraignments, regular Tuesday and Wednesday court calendars, and related activities not specified herein.
2. Mileage incurred by the Judge shall not be reimbursed by the City.
3. The City will annually budget up to fifteen (15) hours of judicial training for the Judge.

The judge shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt.

C. Liability Insurance. The City shall provide and maintain public officials liability insurance covering the Judge for the discharge of his official duties at limits

consistent with levels of coverage maintained for other city public officials and employees.

D. Judge Pro Tem. In the event of a judicial conflict or disqualification, or when in the discretion of the Judge the use of a Judge Pro Tem is required, the Judge may assign cases to a Judge Pro Tem. The Judge shall propose candidates for the position of Judge Pro Tem to the Mayor with a brief explanation of the need for the services of the Judge Pro Tem, who shall be members of good standing of the Washington State Bar Association, and subject to confirmation by the Mayor. Compensation of Judges Pro Tem shall be paid by the Judge when Judges Pro Tem are utilized for reasons other than a judicial conflict or disqualification of the Judge.

E. Conditions of Service. The Judge and Judges Pro Tem are independent contractors and shall provide professional services to the City pursuant to this Agreement. Neither the Judge nor the Judges Pro Tem are employees of the City, and each shall be responsible for paying federal income tax and other taxes, fees, or other charges imposed by law upon independent contractors from the compensation paid to them by the City. Neither the Judge nor the Judges Pro Tem shall be entitled to any benefits provided to City employees and shall specifically not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this agreement. The Judge and Judges Pro Tem shall be solely and entirely responsible for their acts during the performance of this Agreement. The Judge and Judges Pro Tem shall be subject to the rules of conduct of the relevant personnel policies of the City and the Code of Judicial Conduct. Judges Pro Tem shall be paid at the rate of sixty dollars (\$60) per hour.

In addition, it is recognized that the Judge and Judges Pro Tem will provide work and services for other clients in their independent law practices. The Judge and Judges Pro Tem agree not to perform such services for other clients where a conflict of interest or ethical violation as defined in the rules of professional conduct for attorneys may exist.

F. Indemnification. The Judge is a public official of the City of Gig Harbor. The Judge agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any acts of the Judge that are outside of the scope of his official duties as described herein.

G. Term. This agreement shall commence on January 1, 2011 and terminate on December 31, 2013 unless terminated as provided in this section and section H. If the City chooses to appoint or reappoint the municipal court judge, such appointment or reappointment shall take place on or before December 1, 2013.

This agreement may be terminated by the Judge providing a sixty (60) day written notice of termination to the city. The City may remove the Judge from office only as provided in RCW 3.50.095 (as it now exists or may be amended in the future); PROVIDED THAT, the city may decide at any time after execution of this Agreement, to terminate the municipal court as provided in chapter 3.50 RCW and eliminate the position of municipal court judge. Both parties specifically agree that elimination of the position of municipal court judge does not constitute "removal" of the judge from office, and does not trigger RCW 3.50.095 (as it now exists or may be amended in the future). PROVIDED FURTHER, that if the position of municipal court judge becomes full-time as defined in RCW 3.50.055, and the City is required to fill the position by election, the City may also terminate this Agreement by providing the Judge at least sixty (60) days written notice.

H. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional judges, to contract for additional court services in the future, or to terminate this agreement for the purpose of filling the position by election (as required by RCW 3.50.055). Nothing herein shall be interpreted to prohibit such future appointment, or restrict the City's decision to increase the position to full-time, which could trigger the provisions of RCW 3.50.055. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Judge for future years, regardless of whether the Judge shall be within the terms of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

I. Resolution of Disputes. 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, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Judge which cannot be resolved by the City's determination in a reasonable period of time, or if the Judge does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys fees incurred in any litigation arising out of the enforcement of this Agreement.

J. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

K. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

L. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Judge:

Michael A. Dunn
PO Box 1431
Gig Harbor, WA 98335

City:

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

This contract contains the complete agreement concerning the Municipal Court Judge Services between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

No waiver or modification of this agreement shall be valid unless in writing and duly executed by both parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

DATED this 28th day of June, 2011.

CITY OF GIG HARBOR



Charles L. Hunter, Mayor



Michael Dunn, Municipal Court Judge

ATTEST:



Molly M. Towslee, City Clerk



April 13, 2012

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

Dear Mayor Hunter:

At the April 12, 2012, Board Composition Review meeting, 12 representatives from the 14 jurisdictions that now reside within the newly delineated Pierce Transit Public Transportation Benefit Area met to discuss and approve a new Authority Board composition.

That meeting resulted in changes to our Board that now gives Fife/Edgewood/Milton a seat and the remaining six small cities a seat.

The position on the Board of Commissioners for Pierce Transit, now elected by the six small cities and towns within the Pierce Transit boundary, needs to be decided. Mayor Neil Johnson, from the City of Bonney Lake, has represented these municipalities since May 2010. The Board of Commissioners is requesting your cooperation in the nomination and selection of one representative to fill this at-large position. Accordingly, we ask that you please present this item at your next Council meeting for action.

The Pierce Transit Board meets the second Monday of each month at 4:00 p.m. in the Rainier Room of the Pierce Transit Training Center, located at 3720 - 96th Street SW, Lakewood. Board members also have committee responsibilities that require additional meeting commitments. All Board members' terms are for a three-year period; this position's term will expire on December 31, 2015.

In accordance with our bylaws, the following election procedure will be followed:

1. If your council wishes to submit a nomination, the enclosed nomination form must be submitted to Treva Percival, Pierce Transit Clerk of the Board, no later than **5 p.m. on Friday, May 4, 2012.**

2. On **May 7, 2012**, a ballot listing the prospective nominees will be mailed to the six town and city councils. Your council will have until **5 p.m. on May 25, 2012**, to return your ballot to the Pierce Transit Clerk of the Board.
3. A certified copy of the council resolution or motion must accompany all ballots. The Clerk of the board shall count the ballots and announce the results of the balloting to the Board of Commissioners. A plurality of ballots cast will determine the successful candidate.
4. In the event of a tie, the city and town councils will have an additional thirty days to reconsider. The ballot procedure will be repeated until a candidate is selected by a plurality vote.

On behalf of Pierce Transit's Board of Commissioners, I wish to express my appreciation for your cooperation.

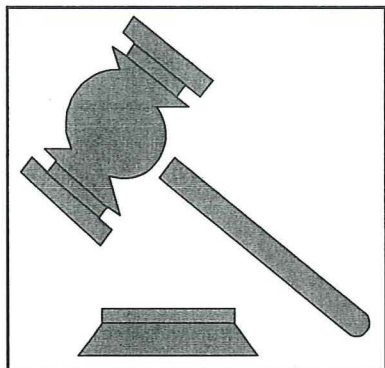
Sincerely,



Treva Percival, Clerk of the Board
Pierce Transit

Enclosure

cc: Pierce Transit Board of Commissioners
Lynne Griffith, CEO
Molly Towslee, City Clerk



NOMINATION FORM

The town/city of GIG HARBOR wishes to nominate Councilmember/Mayor _____ to serve as a member of the Board of Commissioners for Pierce Transit for a three-year term, June 1, 2012, to December 31, 2015, representing the following towns and cities within the Pierce Transit boundary:

Auburn	Gig Harbor
Fircrest	Pacific
Ruston	Steilacoom

Date: _____ By: _____

This form must be received by Pierce Transit's Clerk of the Board by 5 p.m., Friday, May 4, 2012.