

City Council Meeting

**October 27, 2014
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, October 27, 2014 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Oct. 13, 2014.
2. Receive and File: a) Third Quarter Financial Report; b) Budget Workstudy Session Minutes: October 20th and 21st.
3. Public Relations Contract – Carol Zahorsky.
4. Tree Lighting Festival Contracts.
5. Liquor License Action: a) Heritage Distilling Application; b) Harbor History Museum Special Occasion Liquor License.
6. Eddon Boat Parcel Purchase and Sale Agreement.
7. Eddon Boat Parcel – Phase 2 Environmental Testing Contract.
8. Resolution No. 974 – Closed Record Decision for Final Plat Approval of Harbor Hill Plat and PRD Phase N-2.
9. Resolution No. 975 – Closed Record Decision for Final Plat Approval of Bellesara.
10. Approval of Payment of Bills Oct. 27, 2014: Checks #76665 through #76773 in the amount of \$561,343.48.

OLD BUSINESS:

NEW BUSINESS:

1. First Reading and Adoption of Ordinance No. 1303 – Authorizing Map Changes to Height Restricted Area – 4120 Sutherland Court.
2. Reading and Adoption of Ordinance No. 1304 – Harbor Hill Division N2 Final Plat rezone to PRD, Authorizing a Map Change.
3. Appointment to the Zoo/Trek Authority Board.

CITY ADMINISTRATOR / STAFF REPORT:

1. Maritime Pier Extension Update.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee: Mon. Nov 3rd at 5:30 p.m.
2. Public Works Committee: Mon. Nov. 10th at 3:00 p.m.
3. Intergovernmental Affairs Committee: Mon. Nov. 10th at 4:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing guild negotiations per RCW 42.30.140(4)

ADJOURN:

DRAFT MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, October 13, 2014 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

Mayor - Jill Guernsey: Present
Council Member - Timothy Payne: Present
Council Member - Steven Ekberg: Present
Council Member - Casey Arbenz: Present
Council Member - Rahna Lovrovich: Present
Council Member - Ken Malich: Present
Council Member - Michael Perrow: Present
Council Member - Paul Kadzik: Present

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Sep. 22, 2014.
2. Correspondence / Proclamations: a) Domestic Violence Awareness Month.
3. Liquor License Action: a) Application: Sparklehorse; b) Special Occasion Liquor License – BSA; c) Renewals: Harvester, Fred Meyer #601, QFC #864, and Bella Kitchen Essential
4. Receive and File: a) Lodging Tax Advisory Committee Minutes Sep. 10, 2014; b) Parks Commission Minutes Aug. 6, 2014; c) Parks Commission Minutes Sep. 3, 2014; d) Intergovernmental Affairs Committee Minutes Sep. 22, 2014.
5. Resolution No. 973 – Surplus Equipment – IT.
6. Dedication of Right-of-Way – 7315 Soundview, LLC.
7. Approval of Payment of Bills Oct. 13, 2014: Checks #76539 through #76664 and direct deposits in the amount of \$1,429,772.37.

Councilmember Lovrovich asked that the minutes of Sep. 22, 2014 be amended to correctly reflect that Councilmember Malich voted no on the moratorium ordinance, and Councilmember Perrow voted in favor.

MOTION: Move to adopt the Consent Agenda with the minutes amended as requested.

Council Member - Steven Ekberg: Motion
Council Member - Ken Malich: 2nd
Council Member - Timothy Payne: Approve
Council Member - Steven Ekberg: Approve
Council Member - Casey Arbenz: Approve
Council Member - Rahna Lovrovich: Approve
Council Member - Ken Malich: Approve
Council Member - Michael Perrow: Approve
Council Member - Paul Kadzik: Approve

PRESENTATIONS:

1. Domestic Violence Awareness Month. Court Administrator, Stacy Colberg announced that October is Domestic Violence Awareness Month. Mayor Guernsey read the proclamation, and presented Ms. Colberg with a signed copy.

OLD BUSINESS:

1. Second Reading of Ordinance - Proposed Amendments to GHMC 17.99.545 - "Historic District Railings". Senior Planner Peter Katich described the revisions made to the ordinance since the first reading and used a PowerPoint presentation to illustrate the ordinance.

MOTION: Move to adopt Ordinance No. 1302 as presented.

Council Member - Paul Kadzik: Motion

Council Member - Timothy Payne: 2nd

Council Member - Timothy Payne: Approve

Council Member - Steven Ekberg: Approve

Council Member - Casey Arbenz: Approve

Council Member - Rahna Lovrovich: Approve

Council Member - Ken Malich: Approve

Council Member - Michael Perrow: Approve

Council Member - Paul Kadzik: Approve

NEW BUSINESS:

1. Text Amendment Initiation – Performance Based Height Exceptions. Planning Director Jennifer Kester presented the background for this request to allow concert halls, performing arts facilities and large format theaters to be included in the performance based height exception list. The Planning / Building Committee has recommended that the City Council consider direct consideration of these amendments, and the Planning Commission has no objections to this.

MOTION: Move to direct staff to prepare a draft ordinance to bring back for public hearing and first reading at City Council on November 10, 2014.

Council Member - Paul Kadzik: Motion

Council Member - Michael Perrow: 2nd

Council Member - Timothy Payne: Approve

Council Member - Steven Ekberg: Approve

Council Member - Casey Arbenz: Approve

Council Member - Rahna Lovrovich: Approve

Council Member - Ken Malich: Approve

Council Member - Michael Perrow: Approve

Council Member - Paul Kadzik: Approve

2. Countywide Planning Policies – Potential Annexation Areas Update. Senior Planner Lindsey Sehmel presented this request by Pierce County to review proposed amendments to the Countywide Planning Policies. She described the proposed amendments and offered to answer questions.

Council had no concerns and recommended no action be taken.

CITY ADMINISTRATOR / STAFF REPORT:

1. Visit from Prime Minister of Croatia. City Administrator Ron Williams thanked Council for the part they played in the very successful visit from Zoran Milanovic, Croatia's Prime Minister. He praised the behind the scenes efforts of Councilmember Malich, Lita Dawn Stanton, and Shawna Wise for organizing a large group in the community who put together the reception. He mentioned the contributions by Sharon Gilich, Pat Schmidt, Warren Zimmerman, Pierce Transit, and the Police Department. Staff attempted to show a short news video about the visit that aired in Croatia, but the video failed to show on the screen.

2. Farmers Market Survey. City Administrator Ron Williams reported that to date over 99 responses have been received to the survey, with 89% of those in favor of changes to the market. The survey will remain open until the end of the month. He announced that at the next Council meeting, the Executive Director of the Washington State Farmers Market Association will be presenting information on successful Farmers Markets to Council.

3. Grandview Forest Park Tree Evaluation Update. Public Works Director Jeff Langhelm gave a summary on the results of the tree evaluation in the park. He said that not all trees were evaluated; only the mature evergreens. Of those about 40% were recommended for removal, 20% for monitoring, and the other 40% are healthy. He explained the process from here on and Council asked questions and discussed the tree removal.

4. School impact fees. Planning Director Jennifer Kester announced that the school district will be holding an appeal hearing regarding a decision made regarding impact fees. She explained the provision in city code that allows for a request for certain variations from the fees. The final step is an appeal hearing in front of a Hearing Examiner. The city's role is to make sure there is proper noticing, but the school district is handling all aspects of the appeal. The outcome is then appealable to Superior Court.

Councilmember Payne left the Chambers at approximately 5:55 p.m.

PUBLIC COMMENT:

Joseph Erek – 17803 1st Ave Ct., Tacoma. Mr. Erek, current participant at the Gig Harbor Farmer's Market, asked if there would be room for food allowed in the new makeup, and how friendly it will be to crafts and other aspects.

Mayor Guernsey explained that we are in the first stages of finding qualified persons to run the market, and referred him to City Administrator Ron Williams to address his specific questions.

Charlee Glock-Jackson – Chair of the Gig Harbor Arts Commission. Ms. Jackson announced the upcoming website workshop at 5:30 p.m. tomorrow. This is the third of the workshops sponsored by the GHAC; the first two were wildly successful, she explained. She invited Council to attend the session to find out what their Arts Commission is doing behind the scenes.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Arbenz commended Councilmember Malich for his effort on the Prime Minister's visit.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Hearing Examiner: Thur. Oct 16th at 5:30 p.m. Note: Special Location

2. Budget Worksessions: Mon. Oct. 20th and Tue. Oct 21st at 5:30 p.m.


ADJOURN at 6:18 p.m.:

Council Member - Paul Kadzik: Motion
Council Member - Rahna Lovrovich: 2nd
Council Member - Steven Ekberg: Approve
Council Member - Casey Arbenz: Approve
Council Member - Rahna Lovrovich: Approve
Council Member - Ken Malich: Approve
Council Member - Michael Perrow: Approve
Council Member - Paul Kadzik: Approve

Jill Guernsey, Mayor

Molly Towslee, City Clerk



To: Mayor Guernsey and City Council
From: David Rodenbach, Finance Director 
Date: October 27, 2014
Subject: Third Quarter Financial Report

The quarterly financial reports for the third quarter of 2014 are attached.

Total resources, including all revenues and beginning cash balances, are 58 percent of the annual budget. Total revenues, excluding beginning cash balances, transfers, and other are 70 percent of the annual budget while total expenditures, excluding transfers, are at 54 percent.

General Fund revenues, excluding transfers, are 76 percent of budget. Third quarter 2013 general fund revenues were at 74 percent of budget. Taxes are tracking to come in right about at the 2014 budgeted amount. Building permit revenues through September are 130 percent (\$890,000) of budget. Last year at this time permit revenues were \$752,000. The 2014 budget for permit revenues is \$687,000.

General fund expenditures are 61 percent of budget. A year ago expenditures were 66 percent of budget after the third quarter.

Water, Sewer and Storm Sewer revenues are 81, 74 and 87 percent of budget; while expenditures for these three funds are at 50, 62 and 51 percent of budget. 2012 amounts for the same period were 85, 78 and 62 percent for revenues and 92, 66 and 44 percent for expenditures.

Cash balances are adequate in all funds.

CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF SEPTEMBER 30, 2014

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 1,789,770	\$ 8,144,626	\$ 7,157,054	\$ (142,309)	\$ 2,635,032
101	STREET FUND	326,092	1,083,880	1,103,833	(41,387)	264,753
102	STREET CAPITAL FUND	494,120	384,708	527,522	(245,678)	105,628
105	DRUG INVESTIGATION FUND	8,028	156	-	-	8,183
106	DRUG INVESTIGATION FUND	21,534	14	1,758	-	19,790
107	HOTEL-MOTEL FUND	137,302	224,167	171,368	(3,961)	186,141
108	PUBLIC ART CAPITAL PROJECTS	92,195	57	19,863	-	72,388
109	PARK DEVELOPMENT FUND	634,829	888,616	661,456	(486,975)	375,014
110	CIVIC CENTER DEBT RESERVE	1,234,400	3,260	-	-	1,237,660
111	STRATEGIC RESERVE FUND	860,605	80,303	403,000	-	537,909
112	EQUIPMENT RESERVE FUND	150,431	50,136	-	-	200,567
113	CONTRIBUTIONS/DONATIONS	-	-	-	-	-
208	LTGO BOND REDEMPTION	3,989	809,361	789,747	-	23,604
211	UTGO BOND REDEMPTION	175,879	138,817	44,684	-	270,012
301	PROPERTY ACQUISITION FUND	364,146	202,762	209,041	-	357,867
305	GENERAL GOVT CAPITAL IMPR	307,295	198,199	209,041	-	296,452
309	IMPACT FEE TRUST	1,067,647	354,842	-	2,780	1,425,269
310	HOSPITAL BENEFIT ZONE	2,861,804	1,145,104	80,867	-	3,926,040
401	WATER OPERATING	481,527	1,204,480	964,110	(135,753)	586,144
402	SEWER OPERATING	1,021,941	2,904,735	2,659,848	83,713	1,350,541
403	SHORECREST RESERVE FUND	82,676	11,067	8,759	2,567	87,550
407	UTILITY RESERVE	1,374,163	11,256	237	(25)	1,385,157
408	UTILITY BOND REDEMPTION	2,954	1,437,096	1,248,801	-	191,248
410	SEWER CAPITAL CONSTRUCTION	6,100,924	2,089,099	1,221,765	(73,439)	6,894,818
411	STORM SEWER OPERATING FUND	417,393	662,877	404,065	80,944	757,150
412	STORM SEWER CAPITAL	174,964	250,775	175,768	(134,399)	115,571
420	WATER CAPITAL ASSETS	2,191	1,754,988	497,099	(32,160)	1,227,920
605	LIGHTHOUSE MAINTENANCE TRUST	1,837	1	24	(622)	1,191
631	MUNICIPAL COURT	12	101,623	93,059	(8,576)	
		<u>\$ 20,190,645</u>	<u>\$ 24,137,003</u>	<u>\$ 18,697,454</u>	<u>\$ (1,090,596)</u>	<u>\$ 24,539,598</u>

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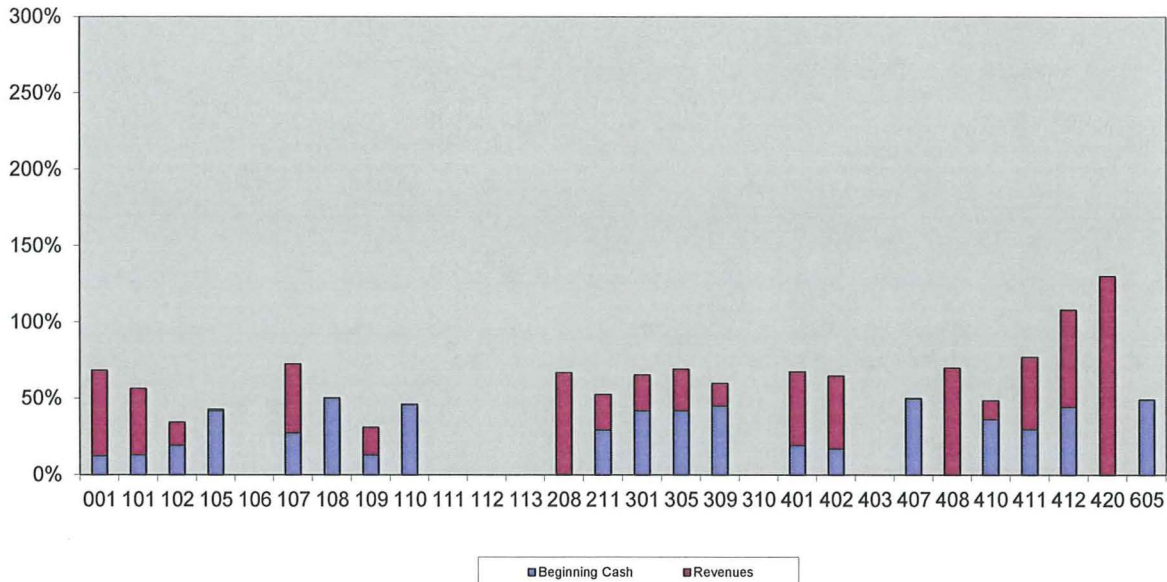
COMPOSITION OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2014

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK			2,647,335
INVESTMENTS/CD COLUMBIA BANK	May 2015	0.5000%	1,000,000
INVESTMENTS/US BANK	July 2017	0.1250%	1,004,048
LOCAL GOVERNMENT INVESTMENT POOL		0.1089%	19,887,915
			<u>\$ 24,539,598</u>

CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF SEPTEMBER 30, 2014

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 14,552,985	\$ 9,934,396	\$ 4,618,589	68%
101	STREET FUND	2,500,696	1,409,973	1,090,724	56%
102	STREET CAPITAL FUND	2,560,928	878,828	1,682,100	34%
105	DRUG INVESTIGATION FUND	19,172	8,183	10,988	43%
106	DRUG INVESTIGATION FUND	47,085	21,548	25,537	46%
107	HOTEL-MOTEL FUND	499,532	361,469	138,063	72%
108	PUBLIC ART CAPITAL PROJECTS	184,384	92,252	92,132	50%
109	PARK DEVELOPMENT FUND	4,928,664	1,523,445	3,405,219	31%
110	CIVIC CENTER DEBT RESERVE	2,688,768	1,237,660	1,451,108	46%
111	STRATEGIC RESERVE FUND	1,786,399	940,909	845,491	53%
112	EQUIPMENT RESERVE FUND	351,135	200,567	150,568	57%
113	DONATIONS/CONTRIBUTIONS	-	-	-	
208	LTGO BOND REDEMPTION	1,218,307	813,350	404,957	67%
211	UTGO BOND REDEMPTION	600,241	314,696	285,545	52%
301	PROPERTY ACQUISITION FUND	869,502	566,908	302,594	65%
305	GENERAL GOVT CAPITAL IMPR	732,988	505,494	227,494	69%
309	IMPACT FEE TRUST	2,374,937	1,422,489	952,448	60%
310	HOSPITAL BENEFIT ZONE	7,139,736	4,006,908	3,132,828	56%
401	WATER OPERATING	2,501,862	1,686,007	815,855	67%
402	SEWER OPERATING	6,069,023	3,926,676	2,142,347	65%
403	SHORECREST RESERVE FUND	99,288	93,743	5,545	94%
407	UTILITY RESERVE	2,772,085	1,385,419	1,386,666	50%
408	UTILITY BOND REDEMPTION	2,058,341	1,440,049	618,291	70%
410	SEWER CAPITAL CONSTRUCTION	16,858,813	8,190,022	8,668,790	49%
411	STORM SEWER OPERATING FUND	1,400,674	1,080,270	320,404	77%
412	STORM SEWER CAPITAL	394,340	425,738	(31,399)	108%
420	WATER CAPITAL ASSETS	1,352,454	1,757,179	(404,725)	130%
605	LIGHTHOUSE MAINTENANCE TRUST	3,748	1,838	1,910	
631	MUNICIPAL COURT	-	101,635	(101,635)	
		\$ 76,566,085	\$ 44,327,648	\$ 32,238,436	58%

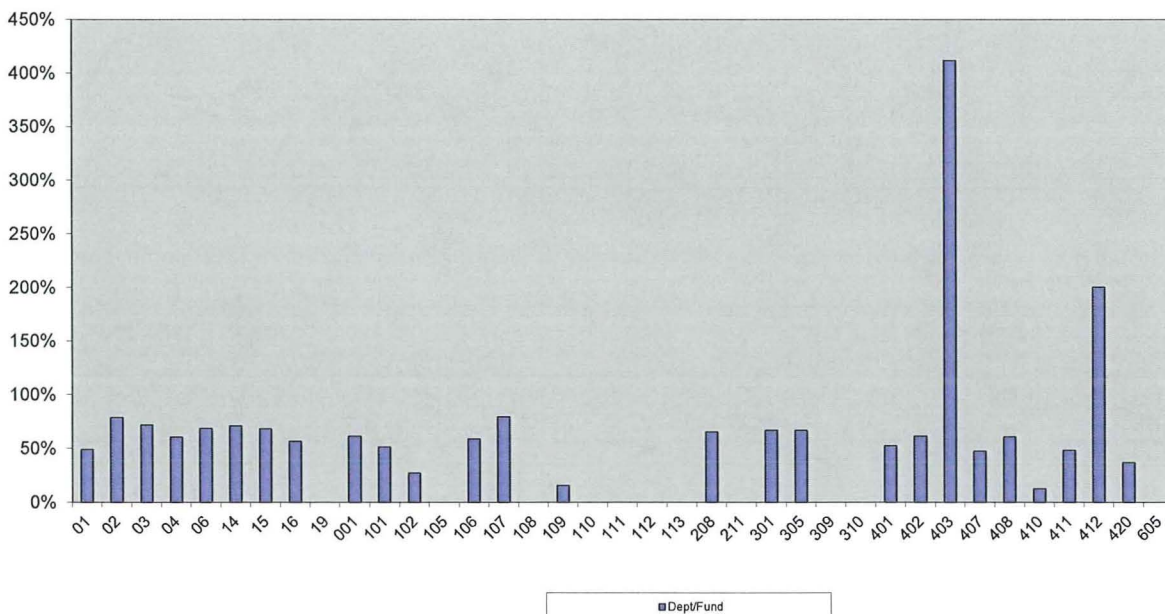
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING SEPTEMBER 30, 2014

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,690,849	\$ 1,806,477	\$ 1,884,372	49%
02	LEGISLATIVE	65,633	51,677	13,956	79%
03	MUNICIPAL COURT	402,900	288,764	114,136	72%
04	ADMINISTRATIVE/FINANCIAL	1,671,650	1,011,570	660,080	61%
06	POLICE	3,118,658	2,138,308	980,350	69%
14	COMMUNITY DEVELOPMENT	1,502,075	1,064,786	437,289	71%
15	PARKS AND RECREATION	879,025	600,624	278,401	68%
16	BUILDING	343,400	194,850	148,550	57%
19	ENDING FUND BALANCE	-	-	-	
001	TOTAL GENERAL FUND	11,674,190	7,157,054	4,517,136	61%
101	STREET FUND	2,156,371	1,103,833	1,052,538	51%
102	STREET CAPITAL FUND	1,957,000	527,522	1,429,478	27%
105	DRUG INVESTIGATION FUND	7,500	-	7,500	
106	DRUG INVESTIGATION FUND	3,000	1,758	1,242	59%
107	HOTEL-MOTEL FUND	215,850	171,368	44,482	79%
108	PUBLIC ART CAPITAL PROJECTS	25,000	19,863	5,137	
109	PARK DEVELOPMENT FUND	4,284,700	661,456	3,623,244	15%
110	CIVIC CENTER DEBT RESERVE	-	-	-	
111	STRATEGIC RESERVE FUND	403,000	403,000	-	
112	EQUIPMENT RESERVE FUND	-	-	-	
113	DONATIONS/CONTRIBUTIONS	-	-	-	
208	LTGO BOND REDEMPTION	1,211,142	789,747	421,395	65%
211	UTGO BOND REDEMPTION	266,368	44,684	221,684	
301	PROPERTY ACQUISITION FUND	313,700	209,041	104,659	67%
305	GENERAL GOVT CAPITAL IMPR	313,700	209,041	104,659	67%
309	IMPACT FEE TRUST	86,000	-	86,000	
310	HOSPITAL BENEFIT ZONE	1,594,000	80,867	-	
401	WATER OPERATING	1,843,217	964,110	879,107	52%
402	SEWER OPERATING	4,334,037	2,659,848	1,674,189	61%
403	SHORECREST RESERVE FUND	2,128	8,759	(6,631)	412%
407	UTILITY RESERVE	500	237	263	47%
408	UTILITY BOND REDEMPTION	2,051,279	1,248,801	802,478	61%
410	SEWER CAPITAL CONSTRUCTION	9,669,900	1,221,765	8,448,135	13%
411	STORM SEWER OPERATING FUND	835,152	404,065	431,087	48%
412	STORM SEWER CAPITAL	87,800	175,768	(87,968)	200%
420	WATER CAPITAL ASSETS	1,343,100	497,099	846,001	37%
605	LIGHTHOUSE MAINTENANCE TRUST	-	24	(24)	
631	MUNICIPAL COURT	-	93,059	(93,059)	
		\$ 44,945,002	\$ 18,697,454	\$ 24,734,415	42%

Expenditures as a Percentage of Annual Budget



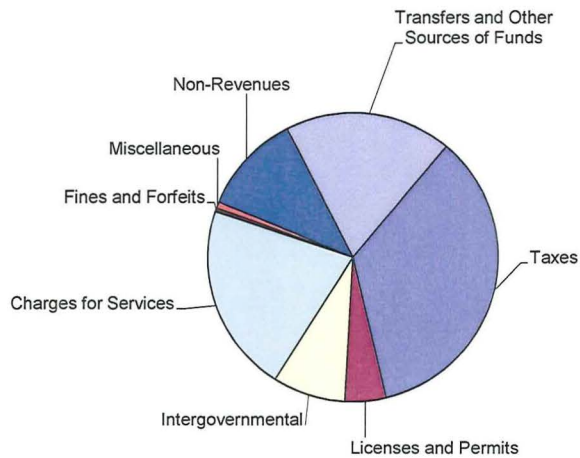
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 2014**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 8,456,265
Licenses and Permits	1,095,627
Intergovernmental	1,949,106
Charges for Services	5,094,843
Fines and Forfeits	95,078
Miscellaneous	168,791
Non-Revenues	2,693,205
Transfers and Other Sources of Funds	4,482,465
Total Revenues (excludes Court Pass Thru)	<u>24,035,380</u>
Beginning Cash Balance	20,190,634
Total Resources	<u>\$ 44,226,013</u>

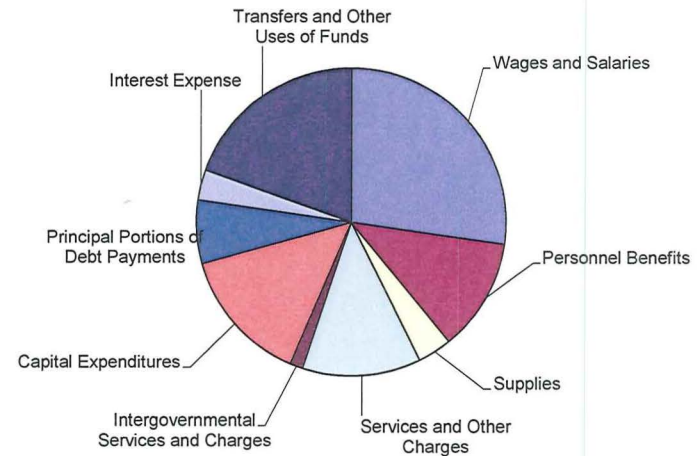
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 2014**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 5,076,539
Personnel Benefits	2,197,534
Supplies	664,887
Services and Other Charges	2,304,298
Intergovernmental Services and Charges	250,680
Capital Expenditures	2,648,418
Principal Portions of Debt Payments	1,239,412
Interest Expense	594,560
Transfers and Other Uses of Funds	3,628,068
Total Expenditures (excludes Court Pass Thru)	<u>18,604,395</u>
Ending Cash Balance	24,539,592
Total Uses	<u>\$ 43,143,988</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF September 30, 2014**

	SPECIAL REVENUE FUNDS										
	001	101	102	105	106	107	108	109	110	111	112
	GENERAL	STREET	STREET	DRUG	DRUG	HOTEL -	PUBLIC ART	PARK DVLP	CIVIC CTR	STRATEGIC	EQUIPMENT
	GOVERNMENT	STREET	CAPITAL	INVESTIGTN	INVESTIGTN	MOTEL	PROJECTS	FUND	DEBT RESERVE	RESERVE	RESERVE
ASSETS											
CASH	\$ 338,597	\$ 15,332	\$ 12,409	\$ 961	2,325	\$ 21,867	\$ 8,504	\$ 44,055	\$ 27,919	\$ 63,191	\$ 23,562
INVESTMENTS	2,296,436	249,420	93,220	7,222	17,465	164,274	63,884	330,959	1,209,741	474,718	177,005
RECEIVABLES	1,382,099	3,056	21,603	-	-	40,620	-	-	312,400	-	-
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,017,132	267,808	127,232	8,183	19,790	226,761	72,388	375,014	1,550,060	537,909	200,567
LIABILITIES											
CURRENT	(111,803)	3,000	0	-	-	-	-	-	-	-	-
LONG TERM	63,702	-	-	-	-	-	-	-	-	-	-
TOTAL LIABILITIES	(48,101)	3,000	0	-	-	-	-	-	-	-	-
FUND BALANCE:											
BEGINNING OF YEAR	3,077,662	284,760	270,045	8,028	21,534	173,961	92,195	147,854	1,546,800	860,605	150,431
Y-T-D REVENUES	8,144,626	1,083,880	384,708	156	14	224,167	57	888,616	3,260	80,303	50,136
Y-T-D EXPENDITURES	(7,157,054)	(1,103,833)	(527,522)	-	(1,758)	(171,368)	(19,863)	(661,456)	-	(403,000)	-
ENDING FUND BALANCE	4,065,233	264,808	127,232	8,183	19,790	226,761	72,388	375,014	1,550,060	537,909	200,567
TOTAL LIAB. & FUND BAL.	\$ 4,017,132	\$ 267,808	\$ 127,232	\$ 8,183	19,790	\$ 226,761	\$ 72,388	\$ 375,014	\$ 1,550,060	\$ 537,909	\$ 200,567

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013

	SPECIAL REVENUE FUNDS							TOTAL SPECIAL REVENUE	208 LTGO BOND REDEMPTION	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL	309 IMPACT FEE TRUST FUND	310 HOSPITAL BENEFIT	605 LIGHTHOUSE MAINT	631 MUNICIPAL COURT					
ASSETS											
CASH	\$ 42,041	\$ 34,826	\$ 167,434	\$ 461,213	\$ 140	\$ -	\$ 925,778	\$ 2,773	\$ 31,720	\$ 34,493	
INVESTMENTS	315,826	261,627	1,257,835	3,464,827	1,051	-	8,089,075	20,831	238,292	259,123	
RECEIVABLES	-	-	-	-	-	-	377,679	-	9,723	9,723	
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	
OTHER	-	-	-	-	-	-	-	-	-	-	
TOTAL ASSETS	357,867	296,452	1,425,269	3,926,040	1,191	-	9,392,531	23,604	279,735	303,339	
LIABILITIES											
CURRENT	-	-	52,820	-	-	-	55,820	-	-	-	
LONG TERM	-	-	-	-	-	-	-	-	6,721	6,721	
TOTAL LIABILITIES	-	-	52,820	-	-	-	55,820	-	6,721	6,721	
FUND BALANCE:											
BEGINNING OF YEAR	364,146	307,295	1,017,607	2,861,804	1,215	(8,565)	8,099,716	3,989	178,881	182,870	
Y-T-D REVENUES	202,762	198,199	354,842	1,145,104	1	101,623	4,717,829	809,361	138,817	948,179	
Y-T-D EXPENDITURES	(209,041)	(209,041)	-	(80,867)	(24)	(93,059)	(3,480,832)	(789,747)	(44,684)	(834,431)	
ENDING FUND BALANCE	357,867	296,452	1,372,449	3,926,040	1,191	-	9,336,712	23,604	273,014	296,618	
TOTAL LIAB. & FUND BAL.	\$ 357,867	\$ 296,452	\$1,425,269	\$3,926,040	\$ 1,191	\$ -	\$ 9,392,532	\$ 23,604	\$ 279,735	\$ 303,339	

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF September 30, 2014

	PROPRIETARY									TOTAL PROPRIETARY	TOTAL
	401 WATER OPERATING	402 SEWER OPERATING	403 SHORECREST RESERVE	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWEF OPERATING	412 STORM SEWER CAPITAL	420 WATER CAP. ASSETS		
ASSETS											
CASH	\$ 61,046	\$ 158,743	\$ 10,285	\$ 44,771	\$ 22,467	\$ 809,971	\$ 83,658	\$ 13,577	\$ 144,250	\$ 1,348,768	\$ 2,647,635
INVESTMENTS	525,098	1,191,797	77,265	1,340,386	168,781	6,084,847	673,491	101,995	1,083,670	11,247,330	21,891,963
RECEIVABLES	278,564	392,987	567	5,823	49,970	-	101,652	-	-	829,563	2,599,065
FIXED ASSETS	8,822,287	32,853,905	-	-	-	1,253,849	2,807,019	53,479	1,401,745	47,192,286	47,192,286
OTHER	-	-	-	-	142,910	-	-	-	-	142,910	142,910
TOTAL ASSETS	9,686,995	34,597,433	88,117	1,390,980	384,127	8,148,667	3,665,821	169,051	2,629,665	60,760,857	74,473,858
LIABILITIES											
CURRENT	1,272	25	-	-	1,346,074	-	29	-	9	1,347,409	1,291,426
LONG TERM	63,466	89,909	-	-	20,203,671	-	46,754	-	-	20,403,800	20,474,223
TOTAL LIABILITIES	64,738	89,934	-	-	21,549,745	-	46,783	-	9	21,751,209	21,765,649
FUND BALANCE:											
BEGINNING OF YEAR	9,381,887	34,262,612	85,810	1,379,961	(21,353,912)	7,281,334	3,360,226	94,044	1,371,767	35,863,729	47,223,976
Y-T-D REVENUES	1,204,480	2,904,735	11,067	11,256	1,437,096	2,089,099	662,877	250,775	1,754,988	10,326,372	24,137,005
Y-T-D EXPENDITURES	(964,110)	(2,659,848)	(8,759)	(237)	(1,248,801)	(1,221,765)	(404,065)	(175,768)	(497,099)	(7,180,453)	(18,652,770)
ENDING FUND BALANCE	9,622,257	34,507,499	88,117	1,390,980	(21,165,618)	8,148,667	3,619,038	169,051	2,629,656	39,009,647	52,708,210
TOTAL LIAB. & FUND BAL.	\$ 9,686,995	\$ 34,597,433	\$ 88,117	\$ 1,390,980	\$ 384,127	\$ 8,148,667	\$ 3,665,821	\$ 169,051	\$ 2,629,665	\$ 60,760,858	\$ 74,473,860

GIG HARBOR CITY COUNCIL BUDGET WORKSESSION- I MINUTES

October 20, 2014 – 5:30 p.m.
Community Rooms A & B

[ROLL CALL: Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, Payne, and Kadzik.](#)
Mayor Guernsey was absent. Staff: Barb Tilotta, Jaci Auclair, Karen Scott, David Rodenbach, Kay Johnson, Stacy Colberg, Mary Ann McCool, Jennifer Kester, Paul Rice, Ron Williams, Kelly Busey, and Molly Towslee.

INTRODUCTION

City Administrator Ron Williams introduced the process to review the budget documents. He gave an overview of the trends statewide adding that due to the hard work by each departments, the Ending Fund Balance for end of 2016 is over 1 million dollars.

SALARY RANGE ADJUSTMENTS / STAFFING REQUESTS

City Administrator Ron Williams presented an overview of the proposed staffing adjustments:

- Reclassification of Human Resource Analyst to Human Resource Manager
- Special Projects Manager – eliminate position when current employee retires
- Tourism / Communications Director – back to 1.0 FTE
- Add CSO – split between Police (.6), Court (.2), and Planning (.2)
- 2015 add a Police Officer; another in 2016
- Add Parks Manager in 2016

[There was discussion on the reason behind moving towards a biennial budget.](#)

COURT

Court Administrator Stacy Colberg highlighted:

- Continue GAP program – great community outreach program
- Would like to add funds for Law Day Program
- Two new computers
- Replace printer/copier
- Community Service Officer for Court Security (.2)

DISCUSSION / RECOMMENDATION

Why can't PD staff court security?

- Staffing restraints won't allow. Currently staffed using overtime.
- Must be armed guard

- CSO to report to Police Department
- Difference between CSO and Officer positions
- Duties they will perform for different departments

ADMINISTRATION

City Administrator Ron Williams explained that there is not really a lot of change other than staff changes.

DISCUSSION / RECOMMENDATION

- Grant responsibilities to be shifted to other departments
- Historic preservation responsibilities
- Human Resource Analyst employee added last year and now you want to reclassify and increase the salary range. Would like to see a breakdown of the distinction between HR Analyst and Manager.

FINANCE

Finance Director Dave Rodenbach highlighted:

- Indirect Cost Allocation
- Extended Budgeting – Springbrook
- Long Term Debt Continuing Disclosure Policy

DISCUSSION:

- Can we outsource payroll? Just as much work to gather info than to prepare ourselves. Job allocation codes are very complicated.

POLICE

Chief Kelly Busey overview of Objectives.

- New hires 2015.
- Explore grant to hire officer in 2016.
- Will need one pool car n 2015.
- CSO function will utilize existing van.
- Jail costs down – no control over that.
- Marine Services grant opportunities to recoup salaries.
- Upgrades to boat engine paid for by grant.
- Lieutenant position won't be filled until April – resulted in savings.

DISCUSSION / RECOMMENDATION

- Large retail core that factors into staffing decision.
- Officers working lots of overtime. Potential L & I claims if continues.
- Calls for Service up over 600 from last year.

- Need to upgrade in-car computers.
- Why 2015-16 Budget over double of 2014? COLAs, Increase in staffing, increased benefits costs, vehicle / equipment.
- Types of new vehicles.
- KGHP Radio – up \$500

PLANNING

Planning Director Jennifer Kester presented:

- Finish up Gig Harbor 2030 Effort
- Process improvements: AV Capture All, Constant Contact Subscription for Emails for noticing.
- Client Assistance Memo updates.
- Tablet for meetings to access GHMC, etc.
- Housekeeping Code Amendments – every two years.
- Zoning Code Initiatives: Harbor Code Element and Comprehensive Plan Updates.
- Part of the CSO to work on Code Enforcement.

DISCUSSION / RECOMMENDATION

- Who responsible for CSP division of time? Joint effort.
- Similar pay scale of Assistant Planner.
- Education element of Client Assistant Memos.
- Concern with Officer doing code enforcement and public perception. Will be wearing a friendlier uniform and driving a van. Will clearly be a educational approach rather than enforcement. Searching for voluntary compliance. Complaint based responses.
- Critical to choose the right personality.

BUILDING / FIRE SAFETY

Building / Fire Safety Director Paul Rice presented.

- Maintaining best we can.
- 2016 State Level Code Changes; will need to implement.
- Replace obsolete computers.
- Cloud based storage / permit processing next generation – Smart Gov.
- Busiest year since 2007. Up 60%- permitted 700 new dwelling units past three years.
- 1900 new parcels on the horizon – building lands report.
- Electronics allowing us to do more. Valuable time saver.
- Other jurisdictions going to enterprise funds.

DISCUSSION / RECOMMENDATION

- Cost savings for cloud based storage. Several government agencies using this platform. Complete security. Gives users access to files from out in the field. Also
- Busiest year since 2007. Up 60%- permitted 700 new dwelling units past three years.
- 1900 new parcels on the horizon – building lands report.
- Electronics allowing us to do more. Valuable time saver.
- Other jurisdictions going to enterprise funds.

[Back to ADMIN – INFORMATION TECHNOLOGY.](#)

Kay Johnson reported on:

- Aging equipment.
- Cloud platform amazing opportunity for city – cost savings. Will start January 1st posting files from our shared drive.

DISCUSSION:

- Accessibility of data. Moving towards mobile based platform. Policies needed to be in place? Already built in. Purchasing tablets for staff.
- Will safe on e-mail storage.
- Transition to more mobile devices for inspectors in the field
- Technology has helped keep staffing down – kudos to Paul's staff.
- Has XP accelerated replacement? Other reasons as well.

The remainder of the budget discussion will continue tomorrow evening.

There were no further comments; the worksession adjourned at 6:44 p.m.

GIG HARBOR CITY COUNCIL BUDGET WORKSESSION - II MINUTES

October 21, 2014 – 5:30 p.m.
Community Rooms A & B

ROLL CALL: Mayor Guernsey, Councilmembers Malich, Arbenz, Ekberg, Perrow, Payne, and Kadzik. Councilmember Lovrovich was absent. Staff: Jaci Auclair, Karen Scott, David Rodenbach, Ron Williams, Jeff Langhelm, Darrell Winans, and Molly Towslee.

INTRODUCTION

After roll call, Mayor Guernsey asked staff to begin. Ron Williams passed out updates to the budget message and worksheet highlighting the HR positions and gave an overview of the difference.

Council asked for a copy of the original job duty for the HR Analyst.

HOTEL / MOTEL TAX FUND

Tourism / Communications Director Karen Scott presented an overview:

- Marketing & Advertising Fund
- Partnerships
- Public Relations Consultant for US Open in 2015
- Pierce Transit – Trolley Program

DISCUSSION / RECOMMENDATION

- Public Relations Consultant important to LTAC as strategy to draw future visitors.
- Webcams – possible partnership with Anthony's / Harbor Ridge Middle School.
- Trolley program
- Marketing Video is great

PARKS DIVISION - OPERATING

Public Works Director Jeff Langhelm presented highlights:

- Seasonal hires (6)
- Crescent Creek Ball field Restoration
- Public Works Facility concrete Pad for metal building.

DISCUSSION / RECOMMENDATION

- Crescent Creek Ball field – reach out to Little League, etc. for contribution of funds or labor.
- Location markers on Cushman Trail
- No donation of lights for holiday decorations – try and find \$\$ in city budget for LEDs

- Establish turn off dates / timers for lights
- Light tree at Eddon? No power or equipment with reach. Work with Penlight in future.
- Which small projects done by staff verses contractors?
- Landscaping dies with contractor installation.
- What kind of boat and why do you need? Access docks for maintenance, access lighthouse, stormwater maintenance, and oil boom deployment. Aluminum flat bottom skiff: 15-17 foot would allow them to haul equipment. Will utilize DOE grant to purchase.

STAFFING:

- Hiring a Parks Manager in 2016 – duties and responsibilities.
- Not sure we can afford at this time.
- Why need landscape architect experience?
- Parks are very important to citizens – make focused effort. Position designed to take pressure off PW Director and give focus to important part of city.
- Need for updates to Parks PROS Plan – need for impact fees, planning, and inventory.
- Grant writing.
- We need an organized approach to develop waterfront properties.
- Concern with ongoing operations and maintenance of existing parks. Will position adapt? Would continue to help with ongoing management of parks, develop programs, expansion of what we currently do.
- Consider again during 2016 budget review.

PARKS DIVISION - CAPITAL

DISCUSSION / RECOMMENDATION

- Trucks – do you need full size? Purchasing 2-wheel drives. Crew cabs nice to have.
- Replacing aging trucks.

PARKS DEVELOPMENT

Director Langhelm highlighted:

- Cushman Trail Phase 3 & 4
- CT Phase 5 Planning Study
- PROS Plan Update– \$150,000 for consultant to revamp and expand existing plan in 2015 to incorporate in Comp Plan amendments.
- Twawelkax Trail – locations finalized. Mitigation costs rising, expensive to permit.

DISCUSSION / RECOMMENDATION

- Push Cushman Trail future phases out further than 2016. Utilizing HBZ monies.
- Not looking to cross HWY 16 – would consider partnering with other agencies.

- Cushman Trail already substantial - money better spent on other parks. Possible place to cut.
- No money allocated for Harbor Hill Park – waiting for plan.
- Perhaps hire Parks Manager rather than pay consultant for PROS Plan updates.
- Easement for sewer line – would it help with Twawelkax Trail? Significant wetlands.
- Purchase property for lift station / vector waste doesn't seem reasonable. Mostly streets and storm...change allocation. Dumping at shop now; been told by Health Dept. to discontinue. Treatment plant space restricted.
- Maritime Pier Development – dependent upon grant funding.
- Ancich Netshed – receive State Heritage Grant of \$660,000 only provided once the marine railways is completed at Eddon Boat.
- Ancich Waterfront Park Upland Development – allow public access? Move all parks development to 2016 when Parks Manager hired.
- Need to have Parks PROS Plan done by 2015 to meet Comp Plan timeline.
- Would we save money by bringing Parks Manager on earlier?
- Pushed Crescent Creek Park Development off too long. Needs to move forward.

STREET OPERATING

Director Langhelm highlighted:

- ADA Self-Evaluation & Transition Plan
- Transportation Element Plan Update
- Non-motorized Improvement Program
- Routine items: Street sign reflectivity, pavement repair (shown in street capital), street tree replacement.
- Roundabout Rapid-Flash Beacon Crosswalk System
- Radar Speed Sign Additions

DISCUSSION / RECOMMENDATION

- Rotate speed signs
- How do you grade 2014 Street Striping? Not as many claims.
- Entrance to City Hall trees, replace with something nice.
- Forward name of landscape architect for Civic Center.

STREET CAPITAL

Director Langhelm highlighted:

- Operations Center Design – phased approach.
- Continue with Harbor Hill extension.
- Harborview Drive Sidewalk Improvement.
- Kimball Drive / Hunt Overlay.
- Prentice Street Pedestrian Improvements – hoping for grant funding.
- Street Light LED Retrofits and install more on Rosedale and Peacock Hill.

DISCUSSION / RECOMMENDATION

- Latecomers' agreement for Harborview Drive Sidewalk Improvements.
- Widen sidewalks at Skansie Park? Don't have adopted plan showing that as an objective. Work with developers along Harborview Drive to identify a different cross section. Need to adopt a plan i.e. Harborview Drive Plan.
- How do we adopt? Need to update, present to PW Committee, and then to full council for adoption. Need to find right of way, and what to do with other side of street.
- Schedule worksession first part of 2015.
- Non-motorized improvement plan? Look where we have gaps in our sidewalk and bike lanes, where our lanes tie into PC lanes, and tie into Cushman Trail. Gap analysis and prioritization.
- Stinson Avenue Improvements – sidewalks on both sides? No.
- Eliminating cobra head lights
- Electric vehicle charging stations – lots of electric vehicles in Gig Harbor. Good start. Best placement – greatest demand areas. Assumed at public buildings (Civic Center) and already have electricity available. Maritime Pier – get DWA involved.

WATER OPERATING

Director Langhelm highlighted:

- East Tank – currently offline. Will be repainting.
- Woodworth Tank – want to get down.
- Water bottle filling stations.

DISCUSSION / RECOMMENDATION

- Estimate to take down Woodworth Tank would include credit for steel. Must go out to bid. Significant foundation – not sure how deep. Opportunity for neighborhood to expand as a pocket park.
- Water bottle filling stations – in addition to existing ones located at Jerisich and Crescent Creek Parks.

WATER CAPITAL

Director Langhelm highlighted:

- Well No. 11 – Operations Center Lot.

DISCUSSION / RECOMMENDATION

- Well No. 11 – Operations Center Lot. Design almost complete – large capacity, it will be workhorse for the city. Will have its own standby generator for emergencies, and great redundancy.

- Asbestos Cement Watermain Replacement – what will be left after 2016? Estimate less than 10% now. Need to update system maps after all the improvements.
- Appreciate support in replacing these lines.

WASTEWATER OPERATING

Darrell Winans highlighted:
Improvements to collection systems.
WWTP Improvements in Final Design

DISCUSSION / RECOMMENDATION

Sludge hauling trailer – necessary to purchase now hauling to Sunnyside, Washington. Save on rental costs (\$500 a month) and redundancy. We haul weekly – biosolids highly regulated.

WASTEWATER CAPITAL

Darrell Winans / Jeff Langhelm highlighted:

- Permit for Discharge – NPDES has been submitted.
- Lift Station No. 6 – need to verify right of way.
- Lift Station No. 4 Replacement.
- WWTP Phase II expansion.
- Lift Station No. 17 – location.
- Pioneer Way Sewer Main Replacement – Kimball to Grandview.

DISCUSSION / RECOMMENDATION

- WWTP Phase II – expansion: 6 million project looking like 9 million. We have funds to complete. Hold off on discussion until presentation to PW Committee then on to whole council.
- Lift Station No. 17 – acquisition of property adjacent to shop best location. Wetland issues on other property. \$500,000 in 2014 Budget for property acquisition.
- Do we move forward? Economic development philosophy verses not moving forward.
- Review possibilities. If property owners get excited we have a place for it to go.

STORMWATER OPERATING

Director Langhelm highlighted:
Low Impact Development Code GAP Analysis – combined effort with Planning Dept.

STORMWATER CAPITAL

Director Langhelm highlighted:
Harborview Drive Stormwater Conveyance Improvements.
50th Street Box Culvert – allows street improvements to 38th.

DISCUSSION / RECOMMENDATION

- Routinely have to clean creek near WWTP due to gravel accumulation.
- Conceivable to redirect water to Donkey Creek? Worked with Dept. of Ecology but would cut through park and cost prohibitive.
- 50th Street Box Culvert – allows street improvements to 38th. Also allows to apply for grant funds for sidewalk improvements to address safety concerns.

CIVIC CENTER

Mr. Langhelm discussed Civic Center Building maintenance:

- Re-roof: faulty installation.
- Painting exterior.

DISCUSSION / RECOMMENDATION

- Borrow from Civic Center Debt Reserve verses taking from General Fund to pay for re-roof project. Statute of limitations possibility? Ask City Attorney.
- Landscaping improvements? Use funds in parks fund for the portion out front. Council asked for the name of the landscape architect for the Civic Center project.
- Dave Rodenbach said money in Civic Center fund that would cover the cost.
- Opportunity for public participation in the form of memorial plantings.

GIG HARBOR ARTS COMMISSION

City Administrator Ron Williams referred to the letter from the GHAC requesting additional capital project funding in 2015 and 2016 as well as a Percent for Art Program.

DISCUSSION / RECOMMENDATION

- Support putting money in capital for public art. Allocate some every year. \$25,000 is too high for this budget.
- Envisioned the arts commission working with public works for sidewalk art, artful bike racks, etc. This has never happened. Suggestion made to return the commission to work on specific item tasked to them in order to provide them better direction and focus.
- Encourage public / private partnerships like artwork at Crescent Creek Park.
- Suggest \$10,000 each year to the capital fund; review prior to 2016.
- Direct GHAC to be more aggressive to be creative with public works projects.

GENERAL DISCUSSION

- Contributions to both Strategic Reserve Fund and Equipment Reserve Funds suspended in this budget. This is not prudent.
- The Strategic Reserve Fund is being drained of \$500,000 for Street Capital. Is this for specific items or just to balance the budget?
- Just saved \$140,000 on the Civic Center roofing project, reinstitute contributing \$50,000 into those two funds in 2015.
- Explanation of the \$500,000 transfer from the Strategic Reserve Fund.

November 10th will be the first reading of Budget Ordinance. A memo describing significant changes will accompany the ordinance.

[There were no further comments; the worksession adjourned at 8:12 p.m.](#)



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

Subject: Gig Harbor Public Relations Contract 2014

Dept. Origin: Administration – Tourism & Communications Office

Proposed Council Action: Approve and authorize the Mayor to execute a contract with Carol Zahorsky for public relations services in an amount not to exceed \$4,000.

Prepared by: Karen Scott

For Agenda of: October 27th, 2014

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:

Handwritten signatures and dates:
 [Signature] 10.27.14
 RW 10/21/14
 [Signature] 10/21
 [Signature] 10/21/14
 [Signature] 10/21

Expenditure Required	\$4,000.00	Amount Budgeted	\$86,500.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

As outlined in the 2014 Narrative of Objectives Marketing Fund (Objective One), the Tourism & Communications office budgeted for Advertising & Professional Services which includes strategic advertising, promotion, graphic design, and additional marketing opportunities in line with the Tourism Strategic Plan. This contractor will provide greater exposure to the City of Gig Harbor by way of public relations, to include media relations, focusing on the US Open as a vehicle for potential media attention and publicity.

FISCAL CONSIDERATION

These dollars have been approved in the 2014 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$86,500.00.

BOARD OR COMMITTEE RECOMMENDATION

The Lodging Tax Advisory Committee recommends approval of the contract for public relations services.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the Agreement to support Carol Zahorsky in the amount of \$4,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Carol Zahorsky**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Carol Zahorsky, an independent contractor organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in public relations and promotion campaign surrounding the upcoming 2015 U.S. Open Golf Tournament 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 four thousand dollars (\$4,000.00) 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 17 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, 2014; 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 per occurrence. All policies and coverages shall be by an 'A' rated

company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:
Carol Zahorsky

City of Gig Harbor
ATTN: Karen Scott

14735 McIntosh Lane SE
Tenino, WA 98589
(360) 481-1752

3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-3554

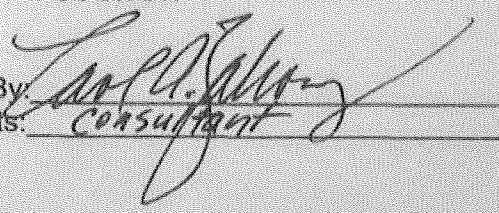
16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit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

17. **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

By: _____
Its: Consultant



CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

SCOPE OF SERVICES

Gig Harbor Public Relations

1. Carol Zahorsky will meet on a regular, agreed upon basis with the City of Gig Harbor Tourism & Communications Director to develop, implement and track a public relations program from late October through late December 2014 and, in doing so, lay the foundation for a PR campaign in 2015.
2. The Consultant will provide counsel to the Client on fulfilling marketing goals using public relations tactics as tools and will suggest public relations strategies to fulfill specific goals.
3. The Consultant will develop a media list specific to the US Open building upon existing Client media lists.
4. The Consultant will determine with Client schedule and topic for two press releases. Topics might include the following: Gig Harbors Plays Host to the US Open, Gig Harbor play and stay packages, Great Golf Opportunities Abound In Gig Harbor, etc.
5. The Consultant will draft and help distribute said press releases.
6. The Consultant will work with Client on honing the verbal positioning of Gig Harbor by carefully crafting language in press releases and reviewing other press releases that Client writes.
7. The Consultant will stay abreast of and respond to appropriate media leads generated and shared by USGA and Pierce County.
8. The Consultant will work with Client to put together itineraries for travel writers on an as needed basis.
9. The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Tourism & Communications Director by December 31, 2014.
10. The Consultant will explore and develop PR partnerships with Pierce County, Tacoma Regional CVB and Kitsap VCB to expand media reach.

EXHIBIT B

CHARGES FOR SERVICES

In Exchange for the services in Exhibit A, Carol Zahorsky will be paid by the City of Gig Harbor \$125.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$4,000.00 for the duration of this contract.

Carol Zahorsky will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

The fee structure presented above includes all incidental expenses except postage and mailing supplies such as envelopes and letterhead which will be provided by the City of Gig Harbor, based on a per project basis and with prior arrangement with the Marketing Director and from the Marketing office postage and supply budget. No additional invoices from the Consultant will be accepted for expenses.



Business of the City Council
City of Gig Harbor, WA

Subject: Holiday Tree Lighting
Entertainment Contracts

Dept. Origin: Tourism &
Communications

Proposed Council Action:

Authorize the award and execution of the contracts for the holiday tree lighting entertainment to The Dickens Carolers in the amount of three-hundred fifty dollars and no cents (\$350.00) and to Pacific Stage, Inc. in the amount of (\$500.00)

Prepared by: **Karen Scott**
Tourism & Comm. Director

For Agenda of: October 27, 2014

Exhibits: Contract

Initial & Date

Concurred by Mayor:

SW 10/21/14

Approved by City Administrator:

PW 10/20/14

Approved as to form by City Atty:

10/23/14 [Signature]

Approved by Finance Director:

DR 10/20/14

Approved by Department Head:

KH 10/20/14

Expenditure	Amount	Appropriation
Required \$850	Budgeted \$1,400	Required \$0

INFORMATION / BACKGROUND

The 2014 Parks Operating Budget, Objective No. 1, provides \$1,400 for entertainment at the annual tree lighting event. The Dickens Carolers were chosen to perform in 2014 for the amount of \$350 and Pacific Stage, Inc. will provide sound and lighting services for the amount of \$500.

FISCAL CONSIDERATION

This expense will be paid for out of Parks, Professional Services, of which the funds were received by corporate community support in the amount of \$1,400.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the holiday tree lighting entertainment to The Dickens Carolers in the amount of three-hundred fifty dollars and no cents (\$350.00) and Pacific Stage, Inc. in the amount of five-hundred dollars and no cents (\$500.00).

**CONTRACT FOR CHRISTMAS TREE LIGHTING CONCERT
CONTRACTOR AGREEMENT WITH THE CITY OF GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **TIMELESS ENTERTAINMENT DBA THE DICKENS CAROLERS**, whose address is 1126 18TH ST, SEATTLE, WA 98112 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2014 Holiday Tree Lighting; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on December 6th, 2014 with an expected audience of 500 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide an a cappella quartet singing holiday carols at the below listed concert site between the hours of 5:00 p.m. to 6:00 p.m., with set up any time after 3 pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor is instructed to stand beneath the pavilion located on the park property awaiting check-in with Karen Scott by 4:45 pm.

II. Payment

The City shall pay the Contractor Three Hundred Fifty Dollars and No Cents (\$350.00), which shall be paid to the Dickens Carolers, by check, mailed to 1126 18th street, Seattle, WA 98112 upon completion of the performance listed in Section I. Services and Date of Performance. In order to facilitate payment, the City requests that the Contractor submit an invoice for performance mentioned in Section I to the City 30 days prior to the concert date.

PAGE 1 of 2 

III. Relationship of Parties


The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15TH day of OCTOBER, 2014.

THE CITY OF GIG HARBOR

By: 

JASON MEREDITH, MANAGER
THE DICKENS CAROLERS
~~Nathan Rodda~~
1126 18th Street
Seattle, WA 98112
206-320-7007

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

**CONTRACT FOR GIG HARBOR TREE LIGHTING CONCERT
CONTRACTOR AGREEMENT WITH CITY OF GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **PACIFIC STAGE, INC.**, a Washington corporation, whose address is PO Box 1606, Olympia, WA 98507 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide sound and lighting services, as part of the Gig Harbor 2014 Tree Lighting; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, Holiday Tree Lighting event on December 6th with an expected audience of 500 persons. The event will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound and lighting services at the above event between the hours of 5:00 p.m. to 6:30 p.m., with set up any time after 3 pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Contractor Five Hundred Dollars (\$500.00) for this performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following the performance listed in Section I. Services and Date of Performance. In order to facilitate payment, the City requests that the Contractor submit an invoice for performance mentioned in Section I to the City 30 days prior to the concert date.

III. Relationship of Parties

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2014.

THE CITY OF GIG HARBOR

By: 

Dave Sederberg, President
Pacific Stage, Inc.
PO Box 1606
Olympia, WA 98507
360-556-2541

By: _____
Mayor Jill Guernsey

ATTEST:

Gig Harbor City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney



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 OF GIG HARBOR
RE: NEW APPLICATION

DATE: 10/10/14

UBI: 603-129-994-001-0002

License: 418676 - 6A County: 27
Tradename: HERITAGE DISTILLING COMPANY
Loc Addr: 3118 HARBORVIEW DR
GIG HARBOR WA 98335-2124

APPLICANTS:
HERITAGE DISTILLING COMPANY, INC.

Mail Addr: 4810 POINT FOSDICK DR NW # 277
GIG HARBOR WA 98335-1711

STIEFEL, JENNIFER D 1975-09-27
STIEFEL, JUSTIN R 1975-02-28

Phone No.: 253-509-0008 JUSTIN STIEFEL

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.

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 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. | | |

Oct 15, 2014
DATE

Jim Gunter
SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

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

TO: MAYOR OF GIG HARBOR

October 21, 2014

SPECIAL OCCASION #: 092365

HARBOR HISTORY MUSEUM
4121 HARBORVIEW DR
GIG HARBOR, WA 98335

DATE: NOVEMBER 21, 2014

TIME: 6 PM TO 10 PM

PLACE: HARBOR HISTORY MUSEUM - 4121 HARBORVIEW DR, GIG HARBOR

CONTACT: MICHELLE PAULUS, 253-858-6722 X 7

SPECIAL OCCASION LICENSES

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

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

- | | | |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

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

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Eddon Boat Parcels - Purchase And Sale Agreement

Proposed Council Action:

Authorize the attached Purchase and Sale Agreement contingent upon an Environmental Review.

Dept. Origin: Administration

Prepared by: Ron Williams, City Administrator

For Agenda of: October 27, 2014

Exhibits: Purchase and Sale Agreement
Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RW, by articles

Approved as to form by City Atty: 10/14

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure		Amount		Appropriation	
Required	\$550,000	Budgeted	\$634,000	Required	\$0

INFORMATION / BACKGROUND

Council directed staff to negotiate the purchase of the Eddon Boat Parcels. The final agreed upon purchase price was \$550,000. The city received a RCO Grant for approximately half the purchase price; that grant is still valid.

The sale is expressly contingent upon an environmental review, as directed by Council. A separate contract for that review has been initiated and included in the October 27th Consent Agenda for approval.

Attached hereto is the purchase and sale agreement. These documents were reviewed and approved by the City Attorney. The next step in this process is conducting the environmental review.

FISCAL CONSIDERATION

The purchase of the parcels was identified as an objective in the 2014 budget.

BOARD OR COMMITTEE RECOMMENDATION

To negotiate the purchase of these parcels, contingent upon an environmental review.

RECOMMENDATION / MOTION

Move to: Authorize the attached Vacant Land Purchase and Sale Agreement in the amount of \$550,000.00, contingent upon an environmental review.

Handwritten initials and dates:
10-21-14
10-21-14
NW

Form 25
Vacant Land Purchase & Sale
Rev. 5/14
Page 1 of 5

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

Handwritten: 20 RW Municipal

1. Date: October 10, 2014 MLS No.: 696343

2. Buyer: City of Gig Harbor a Corporation
Buyer Buyer Status

3. Seller: First Savings Bank NW
Seller Seller

4. Property: Tax Parcel No(s): 0221053121 And 0221053112 (Pierce County)
3809 and 3807 Harborview Dr Gig Harbor WA 98332
Address City State Zip

Legal Description: Attached as Exhibit A.

5. Purchase Price: \$ 550,000.00 All cash at closing Dollars

6. Earnest Money: (To be held by Selling Firm; Closing Agent)

Personal Check: \$ 0.00; Note: \$ _____; Other (_____): \$ _____

7. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies

8. Title Insurance Company: First American Title Insurance Co. 1792400

9. Closing Agent: a qualified closing agent of Buyer's choice; First American

10. Closing Date: 12/15/2014

11. Possession Date: on Closing; Other _____

12. Offer Expiration Date: 10/15/2014 10/27/14 RW

13. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived

14. Charges and Assessments Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing

15. Subdivision: The Property: must be subdivided before _____; is not required to be subdivided

16. Feasibility Contingency Expiration Date: 45 days after mutual acceptance; Other _____

17. Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties

18. Addenda: 22D (Opt. Clauses) 22T (Title Cont.) 35 (Inspection) F FEASIBILITY

Handwritten initials and dates:
10-21-14
10-21-14
RW
10-21-14
10-21-14

Handwritten initials and dates:
10-21-14
10-21-14

FSBNW Counter offer

Ronald Williams 10/20/14
Buyer's Signature Date
CITY ADMINISTRATOR - GIG HARBOR

3510 Grandview Dr
Buyer's Address

Gig Harbor WA 98335
City, State, Zip

(253) 851-6127
Phone No. Fax No.

williamsrl@cityofgigharbor.net
Buyer's E-mail Address

RE/MAX Exclusive 9090
Selling Firm MLS Office No.

Julia Lindner Runyan 16716
Selling Broker (Print) MLS LAG No.

(253) 549-5110 (253) 276-2999
Phone No. Firm Fax No.

remax9090@gmail.com
Selling Firm Document E-mail Address

juliarunyanrealestate@gmail.com
Selling Broker's E-mail Address

[Signature] 10/21/14
Seller's Signature Date
[Signature] 10/21/14
Seller's Signature Date

Renton WA
Seller's Address

(425) 687-4600
Phone No. Fax No.

streckerb@fsbnw.com
Seller's E-mail Address

RE/MAX Exclusive 9090
Listing Firm MLS Office No.

Julia Lindner Runyan 16716
Listing Broker (Print) MLS LAG No.

(253) 549-5110 (253) 279-2999
Phone No. Firm Fax No.

remax9090@gmail.com
Listing Firm Document E-mail Address

juliarunyanrealestate@gmail.com
Listing Broker's E-mail Address

Form 25
Vacant Land Purchase & Sale
Rev. 5/14
Page 2 of 5

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

Continued

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.

Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date or which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements

10/21/14
10/21/14

Fu 10/21/14
Buyer's Initials Date

[Signature] 10/21/14
Seller's Initials Date

[Signature] 10/21/14
Seller's Initials Date

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Continued

affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 61 62

f. ~~Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.~~ 63 64 65 66 67 68 69



R/10-21-14
j/10-21-14

g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 13, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 70 71 72 73 74 75 76 77 78 79 80

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 14. 81 82 83 84

h. Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale. 85 86 87 88 89

i. FIRPTA - Tax Withholding at Closing. The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 90 91 92 93

j. Notices. In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 94 95 96 97 98 99 100 101 102 103 104 105 106

k. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 107 108 109 110 111 112 113 114 115 116 117 118

Rw Buyer's Initials
Date

10/20/14 Date

Buyer's Initials Date

Seller's Initials

10/21/14 Date

Seller's Initials

10/21/14 Date

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- l. **Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. **Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Firm represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

RW 10/20/14
 Buyer's Initials Date Buyer's Initials Date

[Signature] 10/20/14 [Signature] 10/20/14
 Seller's Initials Date Seller's Initials Date

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VACANT LAND PURCHASE AND SALE AGREEMENT
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Continued

RW

- v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No. 16 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 16, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.
- w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term 15. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers.

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10.21.14 * including, but not limited to, any costs associated with environmental remediation.
10.21.14 RW

RW 10/20/14
Buyer's Initials Date

10/21/14
Seller's Initials Date

Form 22D
Optional Clauses Addendum
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20 PW

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated October 14, 2014 1
between City of Gig Harbor Buyer ("Buyer") 2
and First Saving Bank NW Seller ("Seller") 3
concerning 3809 & 3807 Harborview Dr Address Gig Harbor City WA State 98332 Zip (the "Property"). 4

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period. 6-9
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy; 11-13
 - Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-16
 - Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 17-22
3. **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller shall maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller shall either repair, or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify that Seller has complied with this Paragraph 3. Buyer and Seller understand and agree that the Listing Broker and Selling Broker shall not be liable for the foregoing or Seller's breach of this Paragraph 3. 23-30
4. **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or disposed of as Buyer determines. However, Seller shall clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession. 31-34
5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 35
 - public water main; public sewer main; septic tank; well (specify type) _____; 36
 - irrigation water (specify provider) _____; natural gas; telephone; 37
 - cable; electricity; other _____ . 38
6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 39-41
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 42
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 43
 - OTHER INSULATION DATA: _____ 44

PW 10/20/14 Buyer's Initials Date
[Signature] 10/21/14 Seller's Initials Date
[Signature] 10/21/14 Seller's Initials Date

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Optional Clauses Addendum
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OPTIONAL CLAUSES ADDENDUM TO
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7. **Leased Property.** Buyer acknowledges that Seller leases the following items of personal property: 45
 propane tank; security system; satellite dish and operating equipment; other _____ 46

Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. 47 48

8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance: 49 50 51

- a. Association rules and regulations, including, but not limited to architectural guidelines; 52
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
- c. Association meeting minutes from the prior two (2) years; 54
- d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
- e. Association financial statements from the prior two (2) years and current operating budget. 56

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 57 58 59 60 61

9. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): 62 63 64 65 66

10. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 67 68

- a. Home warranty provider: _____ 69
- b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance. 70 71
- c. Options to be included: _____ 72
_____ (none, if not filled in). 73
- d. Other: _____ 74

11. **Other.** 75

The City of Gig Harbor retains the right to terminate this contract based on the results of the environmental study. 76 77 78 79 80 81 82 83 84 85



Handwritten signatures and dates: A 10/21/14, B 10/21/14

12. If city of Gig Harbor terminates contract a full copy of the phase 2 shall be provided to PSBAM at no charge.

Handwritten notes: 10/21/14, 10/21/14, RW, 10/21/14

Handwritten signature RW 10/20/14
Buyer's Initials Date Buyer's Initials Date

Handwritten signature RW 10/21/14
Seller's Initials Date Seller's Initials Date

Form 35F
Feasibility Contingency Addendum
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[Handwritten signature]
10/21/14
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10/21/14

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FEASIBILITY CONTINGENCY ADDENDUM

[Handwritten signature] The following is part of the Purchase and Sale Agreement dated October 16, 2014 1
[Handwritten signature] between City of Gig Harbor a municipal corporation ("Buyer") 2
[Handwritten signature] and First Saving Bank NW ("Seller") 3
concerning 3809 & 3807 Harborview Dr Gig Harbor WA 98332 (the "Property"). 4
Address City State Zip

Feasibility Contingency. Buyer shall verify within 45 days (10 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. *[Handwritten initials]* This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

[Handwritten signature] * including, but not limited to, costs associated
with environmental remediation.

[Handwritten signature]
10/21/14
[Handwritten signature]
10/21/14

[Handwritten initials] 10/20/14 *[Handwritten initials]* 10/21/14 *[Handwritten initials]* 10/21/14
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

FSBNW Counter Offer 20X

That certain Real Estate Sale Agreement ("Agreement") dated October 9th, 2014 between First Savings Bank Northwest ("Seller") and City of Gig Harbor, ("Buyer") for the property known as 3807 & 3809 Harborview Dr. Gig Harbor, WA 98335 ("Property"), shall include the following added terms and conditions:

RW
10-21-14
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27X

RW
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RW
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10-21-14

ZW-10/21/14

1. Buyer shall have until 5:00 pm on October 14th, 2014 to sign counteroffer.
2. Purchase price to be \$550,000 and all cash to Seller at the close of escrow.
3. Closing date shall be on or before December 15th, 2014 December 15th, 2014
4. Earnest money to be \$0.00 and escrow is to be opened at First American Escrow
5. Seller will provide an ALTA standard title policy issued by First American Title.
6. Seller will not be required to pay any repair costs. The Property is being sold on an "AS-IS" basis.
7. Property to be conveyed via a Bargain and Sale Deed.
8. Buyer to investigate and satisfy self as to any and all septic and utility connections and/or systems in place. Seller makes no representations or warranties regarding utilities.
9. Seller has no knowledge of whether or not mold is present. Seller has performed no investigation or testing of mold. Buyer to satisfy self relative to any and all issues related to mold. Seller shall have no future liability, financial or otherwise, relative to any mold issue.
10. ~~Regarding personal property, Seller acquired title to the Property at a foreclosure sale. Seller's lien on the collateral property did not include a lien on personal property. It is Seller's intention to leave all personal property such as appliances in the house, for no additional cost, but Seller does not have title to the personal property and cannot convey title to any personal items at the House.~~
11. Buyer understands and agrees that this is an "AS-IS" purchase. First Savings Bank Northwest makes no representations or warranties with respect to Property, including, without limitation, the conformity to the Property to any plans or specifications that may have been or which may be provided to Buyer, the conformity of the Property to past, current or future applicable zoning or building code requirements, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of under shoring or drainage, whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, the existence or non-existence of hazardous or toxic waste or materials, or any other matter affecting the stability or integrity of the land or any buildings or improvements now or to be in the future situated on any portion of the Property.

RW
10-21-14
10-21-14

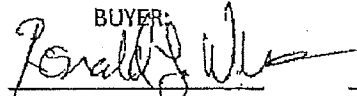
- 12. Buyer further acknowledges that any information, whether written or oral, pertaining to the Property or any improvements thereon or a part thereof, the cost and expenses of maintenance thereof, and any and all other matters concerning the condition, suitability, integrity, marketability, compliance of law, or other attributes or aspects of the Property and buildings and improvements thereon or a part thereof, is furnished to Buyer solely as a courtesy, and that First Savings Bank Northwest has neither verified the accuracy of any statements or other information therein contained nor the qualifications of the persons preparing such information. First Savings Bank Northwest does not warrant the accuracy of information contained therein in any way.
- 13. First Savings Bank Northwest shall not be responsible for any neglect, misrepresentation or failure to investigate the Property on the part of First Savings Bank Northwest, any real estate broker or sales agent, or any other agent or employee of First Savings Bank Northwest or any third party.
- 14. As Buyer's agreement to purchase and accept the Property AS-IS, Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights Buyer might have regarding any form of warranty, express or implied, of any kind or type, relating to the Property and its Improvements. Such waiver is absolute, complete, total and unlimited. Such waiver includes, but not limited to a waiver of express or implied warranties, warranties of fitness for a particular use, warranties of marketability or habitability, strict liability rights and claims of every kind and type including but not limited to claims regarding defects which might reasonably have been discoverable upon inspection, claims regarding defects which were not or are not discoverable, product liability claims, product liability type claims, all other extant or later created or concerned of strict liability or strict liability type claims and rights.
- 15. \$ 0.00 of earnest money shall become non-refundable and released to the seller once the feasibility has been satisfied.


SELLER:

FIRST SAVINGS BANK NORTHWEST

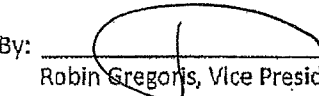
Date

BUYER:


 Ronald L. Williams 10/20/14
 Date

By: 
 Rob Robinson, Senior Vice President

10/21/14
 Date

By: 
 Robin Gregoris, Vice President

10/21/14
 Date

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Pierce, State of Washington, described as follows:

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;
 THENCE ALONG THE WEST LINE OF SAID SECTION 5, NORTH 2°34'43" EAST FOR A DISTANCE OF 1,613.00 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 7 IN SAID SECTION 5;
 THENCE ALONG THE MEANDER LINE SOUTH 38°38'37" EAST FOR A DISTANCE OF 75.22 FEET TO A ANGLE POINT IN THE MEANDER LINE;
 THENCE ALONG THE MEANDER LINE, SOUTH 23°39'54" EAST FOR A DISTANCE OF 36.79 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 23°39'54" EAST FOR A DISTANCE OF 103.56 FEET;
 THENCE SOUTH 56°14'21" WEST FOR A DISTANCE OF 114.40 FEET MORE OR LESS, TO A POINT ON THE RIGHT-OF-WAY TO HARBORVIEW DRIVE (BURNHAM-HUNT COUNTY ROAD);
 THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT WITH A RADIUS POINT WHICH BEARS SOUTH 88°42'04" WEST FOR A DISTANCE OF 454.98 FEET, AN ARC DISTANCE OF 106.37 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 5;
 THENCE ALONG SAID WEST LINE OF SECTION 5 NORTH 02°34'43" EAST FOR A DISTANCE OF 14.98 FEET TO A POINT WHICH BEARS SOUTH 60°26'06" WEST FROM THE POINT OF BEGINNING;
 THENCE NORTH 60°26'06" EAST FOR A DISTANCE OF 77.76 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS LYING BETWEEN THE EXTENDED NORTHERLY AND SOUTHERLY LINE OF THIS DESCRIPTION TO THE LINE OF MEAN LOW TIDE.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED SEPTEMBER 04, 2003 UNDER RECORDING NO. 200309045001).

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;
 THENCE ALONG THE WEST LINE OF SAID SECTION 5, NORTH 2°34'43" EAST FOR A DISTANCE OF 1613.00 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 7, IN SAID SECTION 5;
 THENCE ALONG THE MEANDER LINE SOUTH 38°38'37" EAST FOR A DISTANCE OF 75.22 TO A ANGLE POINT IN THE MEANDER LINE;
 THENCE ALONG THE MEANDER LINE, SOUTH 23°39'54" EAST FOR A DISTANCE OF 211.45 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE ALONG SAID MEANDER LINE NORTH 23°39'54" WEST FOR A DISTANCE OF 71.10 FEET;

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S / 10.21.14



THENCE SOUTH 56°14'21" WEST FOR A DISTANCE OF 114.40 FEET, MORE OR LESS, TO A POINT ON THE RIGHT-OF-WAY OF HARBORVIEW DRIVE (BURNHAM-HUNT COUNTY ROAD);
 THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT WITH A RADIUS POINT WHICH BEARS SOUTH 88°42'04" WEST FOR A DISTANCE OF 454.98 FEET, AN ARC DISTANCE OF 29.74 FEET;
 THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 3°15'09" WEST FOR A DISTANCE OF 56.92 FEET TO A POINT WHICH BEARS SOUTH 56°14'21" WEST FROM THE POINT OF BEGINNING;
 THENCE NORTH 56°14'21" EAST FOR A DISTANCE OF 152.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS LYING BETWEEN THE EXTENDED NORTHERLY AND SOUTHERLY LINE OF THIS DESCRIPTION TO THE LINE OF MEAN LOW TIDE;

(ALSO KNOWN AS REVISED PARCEL B OF BOUNDARY LINE REVISION RECORDED SEPTEMBER 4, 2003 UNDER RECORDING NUMBER 200309045001).

Tax Parcel ID No. 022105-3121 and 022105-3122



Business of the City Council
City of Gig Harbor, WA

Subject: Consultants Services Contract with Robinson Noble for a Phase II Environmental Assessment of the two parcels (3807 & 3809 Harborview Dr) adjacent to Eddon Boat Park.

Proposed Council Action:

Authorize the Mayor to execute a contract with Robinson Noble in an amount not to exceed \$16,000.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects *AS*

For Agenda of: Oct. 27, 2014

Exhibits: Consultants Agreement

Concurred by Mayor:	Initial, & Date <i>DL 10/4/14</i>
Approved by City Administrator:	<i>ds by email</i>
Approved as to form by City Atty:	<i>Ron W 9/30</i>
Approved by Finance Director:	<i>MP DR</i>
Approved by Department Head:	_____

Expenditure Required	\$16,000	Amount Budgeted	-0-	Appropriation Required	\$140,000
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INFORMATION / BACKGROUND

In 2012, the City was awarded an RCO grant to purchase two parcels adjacent to Eddon Boat Park known as the Nikolich Property. Preliminary findings during a Phase I investigation of the property revealed that the site is currently on DOE's "Watch List" for contamination. An Integrated Planning Grant (IPG) was awarded to the City to conduct a records review, carry out a site characterization, complete a Remedial Investigations report, prepare a feasibility study, and conduct planning to evaluate cleanup options in order to make a decision about whether to proceed with the acquisition of the two parcels. The contract for environmental work is attached.

Current funding sources for the project:	RCO Grant	\$302,328
	City Funds (match)	359,927
	DOE Grant	140,000

FISCAL CONSIDERATION

This work will be paid for by DOE as a reimbursement grant.

BOARD OR COMMITTEE RECOMMENDATION

City Council approved the decision to apply for IPG funds in order to evaluate environmental conditions prior to acquiring the property.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a contract with Robinson Noble for a Phase II Environmental Assessment in an amount not to exceed \$16,000.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROBINSON NOBLE INC**

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

RECITALS

WHEREAS, the City is presently engaged in the Phase 2 Environment Site Assessment at 3807 and 3809 Harborview Drive (Eddon Boat Park Expansion Project) 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 sixteen thousand dollars and no cents (\$16,000.00) 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 17 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 November 28, 2014; 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 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. **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:
ROBINSON, NOBLE INC
ATTN: John Hildenbrand
3011 S. Huson St., Suite A
Tacoma, WA 98409
(253) 475-7711

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. **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. If applicable, 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.

17. **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 Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



ROBINSON
NOBLE

January 17, 2014

Lita Dawn Stanton
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Revised Phase II Scope of Work for 3807 and 3809 Harborview Drive

Dear Ms. Stanton

Robinson Noble, Inc. is pleased to present this revised scope of work and cost estimate for the 3807 and 3809 Harborview Drive property located in Gig Harbor, Washington (subject site). The properties are Pierce County parcels 0221053121 and 0221053122, both owned by First Savings Bank Northwest (Bank).

Background

In August, we provided the City of Gig Harbor (City) with a summary of findings for a preliminary Phase I ESA of the subject site. The preliminary findings identified three recognized environmental conditions (RECs) impacting the property.

1. The results of the historical research indicate a historical dry cleaner operated on the property. The date the dry cleaner first started operations on the property is not known, but it could be as early as 1925. The cleaner operated through 1959 when the building housing the cleaner burned down. The contaminants of concern (COCs) related to dry cleaners of this date range include both Stoddard solvent (white spirits) as well as chlorinated solvents (PCE and daughter products).
2. The site is on the CSCSL database and has a hazardous site ranking of 1. The COCs confirmed for the subject site are related to carcinogenic poly-aromatic hydrocarbons (cPAHs) and polychlorinated biphenyls (PCBs) in soils and arsenic in groundwater.
3. Low levels of petroleum hydrocarbons were found in the tidal soils; however, no source for the petroleum hydrocarbons was identified. There could remain an upland source of contaminated soils or a tank located on the subject property consistent with historical use of the site for shipbuilding and other services.

In November, we provided the City with a Phase II scope of work and cost estimate for the property. However, since that time, the Washington State Department of Ecology (Ecology) commented on the project. Based on the three RECs, Ecology's comments, and our resultant discussions with Ecology, we have revised the original scope of work. The revised Phase II scope of work is designed to determine the current conditions below the subject site.

Lita Dawn Stanton
City of Gig Harbor
January 17, 2014
Page 2

Scope of Work

As stated above, the COCs currently known for the subject property include petroleum hydrocarbons, volatile organic compounds (VOCs), cPAHs, PCBs, and some metals. We propose a series of three direct-push boreholes on the upland portion of the site with the collection of soil and groundwater samples. The boreholes will be drilled to depths of approximately 15 feet below ground surface. Soil samples from the boreholes will be collected above the groundwater interface. Following the borehole drillings, we propose a series of five hand-augered boreholes on the middle and lower portions of the site for purposes of collecting shallow soil samples in those areas. The hand-augered soil samples will likely be collected from depths of approximately one to three feet below ground surface.

One soil and one groundwater sample collected from each of the three upland borehole locations will be run for petroleum hydrocarbons (gasoline, diesel, and oil), volatile organic compounds (VOCs including BTEX, trichloroethene, and tetrachloroethene), cPAHs, and MTCA 5 metals (arsenic, cadmium, chromium, lead, and mercury). Please note, the groundwater samples will be run for total metals analysis. During groundwater sampling, we will measure water quality parameters using a INW Horiba U52 water quality meter, which measures turbidity. This will assist in determining whether turbidity factors into the total metals results (turbidity can increase metals concentrations). Single soil samples collected from each of the five hand-augered boreholes will be run for petroleum hydrocarbons, VOCs, PCBs, cPAHs, and MTCA 5 metals. All the soil samples and cuttings will be field screened for organic vapors using an MX6 IBRID photoionization detector to assist in the evaluation and sampling procedures.

As noted in our previous Phase II estimate, due to the limited space available on the upland portion of the site, a temporary lane closure of Harborview Drive will be required from the City. This scope of work does not include costs for permitting of the temporary lane closure nor for providing a traffic plan, traffic workers, or signage. If the City desires Robinson Noble to handle these items, we will provide an additional cost estimate.

The drilling and hand augering will take place over a single day. The temporary lane closure should be approximately four hours. Soil cuttings, purge water, and wash water will be temporarily stored on the site in 55-gallon drums. A disposal contractor will need to dispose of the drums. The disposal of the drums can likely proceed following the laboratory analysis from this study. We will provide the City with the estimated cost of disposal based upon the profiling completed by the study or upon additional analysis, if it is required by the disposal agency. The drum disposal and additional analysis, if needed, will be billed on a time-and-expense basis and is not included in the cost estimate below.

The soil and groundwater samples will be submitted to an environmental laboratory and run on a standard five-day turnaround time. Additional fees may apply if the City requests the analysis be accomplished on a rush basis.

Following receipt of the laboratory analysis, we will write a letter report summarizing the results of the project and include recommendations. If additional work is recommended to resolve environmental conditions, we will prepare a detailed scope of work for further site characterization and remedial planning.

Cost Estimate

The total cost of the project is estimated to be approximately \$13,465. Table 1, below, summarizes the cost for the project.

Lita Dawn Stanton
City of Gig Harbor
January 17, 2014
Page 3

Table 1. Cost Estimate Summary

Party	Work performed	Estimated cost
Robinson Noble	Scheduling/reporting, hand augering, field observation and sampling	\$4,200
Holt Services, Inc.	Environmental drilling	\$2,330
Libby Environmental	Laboratory analysis	\$6,455
Miscellaneous	Expendables, equipment rentals, etc.	\$550
Overall project total		\$13,535

If necessary, we will prepare a scope of work and cost estimate and coordinate with Ecology for remedial planning, design or additional site characterization. For this task, we estimate a lump sum cost of \$2,000.

Closing

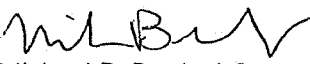
Robinson Noble works on a time-and-expense basis according to the attached General Fee Schedule. This estimate will remain valid for 90 days from the date of this scope.

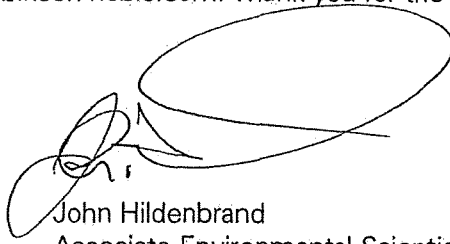
This project estimate does not include costs for any extra insurance, business licenses or fees, or applicable local taxes that might be necessary to complete the project. We will request that these additional costs be added to the above total estimate when they become known to us. Rental costs for our standard field equipment and any specialized equipment as detailed in this scope are included in the above estimate. Should additional equipment be deemed necessary or warranted in order to properly complete the project, we will submit a change in scope request with estimated costs based on the equipment rental schedule included in the General Fee Schedule.

Should you decide to pursue some or all of the work discussed above, we can work under an amendment to our existing contract for the Phase I portion of the project or sign a new contract specifically for this work. We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project, you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson Noble project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

If you have questions or need additional information, please contact us by phone or via email at mbrady@robinson-noble.com or jhildenbrand@robinson-noble.com. Thank you for the opportunity to assist the City with the above referenced site.

Respectfully submitted,
Robinson Noble, Inc.


Michael P. Brady, LG
Senior Project Geologist


John Hildenbrand
Associate Environmental Scientist
Environmental Services Manager

attachment

Hydrogeologic Equipment Rental Schedule
January 2014

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	Per day	\$25
Field Laptop Computer	Per day	\$40
Electric Water Level Sounder(s)	0 to 300 ft over 300 ft	Flat fee per project Flat fee per project
		\$30 \$60
DC Submersible Purge Pump (Single Stage)	Per pump	\$80
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment	Per day	\$500
Downhole Caliper Logging Equipment	Per day	\$350
Draw Works	Per day	\$600
Mechanical Sieve Sample Equipment	Flat fee per well	\$50
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment	Per day	\$200
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated
Digital Camera	Per day	\$10

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Environmental Equipment Rental and Consumable Schedule
January 2014**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$30
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump (Single stage)	Per pump	\$80 first pump, \$40 each
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$100
Low-Flow Bladder Pump	Per day	\$175
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Soil Sampling Equipment (power)	Per day	\$50
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$85
Soil Vapor Extraction System	Per month	\$750
Atmospheric Condition Monitoring Unit	Per day	\$50
Digital Camera	Per day	\$12
Other Equipment	Negotiated	Negotiated
<u>Consumable Items:</u>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Bladders for Low-Flow Bladder Pump	Each	\$5.00
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Geotechnical Field and Laboratory Testing Schedule
January 2014

<u>Test</u>		<u>Fee</u>
Portable Nuclear Density Gauge	Per Hour	\$5.00
Slope Inclinator	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$200
Sieve Analyses (Gradations-Wet Sieve)	Each	\$150
Hydrometer Analysis	Each	\$175
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer	Day	\$225
Points	Each	\$20
Consolidation Test Incremental Loading (9 loads, 0.125 TSF to 32 TSF, 4 unloads)		\$550 \$50/each additional load
Shelby Tube Extrusion/Sample Description		\$40

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



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

Subject: Resolution No. 974 Closed Record Decision for Final Plat Approval of Harbor Hill Final Plat and PRD –Division N2 (PL-FPLAT-14-0002)

Proposed Council Action: Adopt resolution No. 974 approving the Final Plat/Final PRD. Approval- Harbor Hill Division N2

Dept. Origin: Planning Department

Prepared by: Dennis Troy, Associate Planner

For Agenda of: October 27, 2014

Exhibits: Resolution
Final Plat Map
Planning Director's Recommendation

Initial & Date

Concurred by Mayor:

Approved by City Administrator: ZW 10/22/14

Approved as to form by City Atty: via email 10/15/2014

Approved by Finance Director: N/A

Approved by Department Head: JK 10/22/14

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

Attached for your consideration is a resolution approving the final plat and final planned residential development for Division N2 of Harbor Hill, located approximately 800-feet north of the intersection of Borgen Blvd. and Olympus Way and due north of the Harbor Hill Division N1. The applicant is Harbor Hill LLC, represented by John Chadwell. The preliminary plat and PRD were conditionally approved by the City Hearing Examiner on December 30, 2010 and four revisions have been approved by the Planning Director. The revisions approved on August 2, 2013 and July 14, 2014. Additionally the site is the subject of a development agreement with City Council dated November 9, 2010 and amended November 26, 2012 and April 29, 2014.

The final plat/PRD for Division N2 addresses the segregation of 37 single family residential lots, establishes a park tract to serve future residents, and includes related buffers/open spaces and associated infrastructure required to serve the division. The applicant has bonded for the landscaping, infrastructure and amenities contained within the N2 Division. Construction of this division is underway and is anticipated to be complete within the next three months. There are no designated critical areas contained within this division.

Final plats are approved via a closed record decision per GHMC 19.06.007.

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. Please refer to the attached Planning Director's Recommendation for staff's review of the proposal.

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. Additionally a SEPA Addendum was issued July 31, 2013. 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, Jennifer Kester, recommends that the City Council move to adopt the resolution approving the final plat and final PRD for Harbor Hill Division N2.

RESOLUTION NO. 974

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT AND FINAL PRD FOR DIVISION N2 OF HARBOR HILL, LOCATED NORTH OF THE INTERSECTION OF BORGEN BOULEVARD AND OLYMPUS WAY AND DUE NORTH OF HARBOR HILL DIVISION N1; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER 4003110640, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-14-0002 AND PL-FPRD-14-0001

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 and south of Borgen Blvd. and east of the Harbor Hill Business Park and the Ridge at Gig Harbor Subdivision; 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, Division N2 is an approved phase of the Harbor Hill Preliminary Plat and PRD located north of Borgen Blvd. and east of the Harbor Hill Division 1A Subdivision/PRD, a portion of Pierce County Assessor-Treasurer Parcel Number 4003110640, containing 37 single family residential lots and associated infrastructure; and

WHEREAS, on November 26, 2012 the City Council approved Amendments to the Development Agreement allowing the Planning Director to approve modifications to the Preliminary Plat and PRD Approvals; and

WHEREAS, after preliminary plat approval, the applicant submitted and received approval on August 4, 2014 for Civil Plans documenting the requirements for constructing the N2 division of the plat/PRD; and

WHEREAS, on August 2, 2013 the Planning Director approved modifications to the Harbor Hill Preliminary Plat and PRD to modify allowable heights and setbacks with the M2 phase; and

WHEREAS, on July 14, 2014 the Planning Director approved modifications to the Harbor Hill Preliminary Plat and PRD to modify setbacks, impervious surface limitations and grading; and

WHEREAS, the applicant has posted performance bonds for the public and private infrastructure required in the preliminary plat/PRD approval for the N2 Division; and

WHEREAS, street names being utilized in Harbor Hill Division N2 was previously approved by the City on September 8, 2014; and

WHEREAS, an application for final plat and for final PRD approval was submitted to the City on September 16, 2014; and

WHEREAS, the applications submitted for final plat and final PRD approval were deemed to be complete on September 17, 2014; 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 October 6, 2014 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 October 10, 2014; 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 October 27, 2014; 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 N2 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 a performance bond has been accepted in lieu of construction of the required improvements 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 N2 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;
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 park development contained within Division N2;
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 N2 Final Plat and Final PRD, File Nos. PL-FPLAT-14-0002 and PL-FPRD-14-0001, subject to the following conditions:

1. The landscape and park PRD improvements contained in Division N2 (and bonded for under surety #756273S) shall be completed by the applicant and accepted by the City within the timelines established within the bond unless an extension is granted by the Planning Director; and

2. The infrastructure contained in Civil Permit EN-14-0016 (and bonded for under surety #756064S) shall be completed by the applicant and accepted by the City on or before March 31, 2015 unless an extension is granted at the sole discretion of the City Engineer related to wet weather delays or other unavoidable construction delays; and
3. The applicant shall maintain control of the on-site construction limits until such time as the infrastructure improvements are completed in its entirety and accepted by the City. "Control of the on-site construction limits" is understood to mean that use of the improvements and access to and from the limits of construction is restricted by the applicant at the applicant's sole discretion and liability for use of the construction site and improvements lies solely and completely with the applicant; and
4. No certificate of occupancy for any building permit within this Division will be issued unless the infrastructure improvements have been completed in its entirety and accepted by the City, notwithstanding possible future written agreements,

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 27th day of October, 2014.

APPROVED:

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

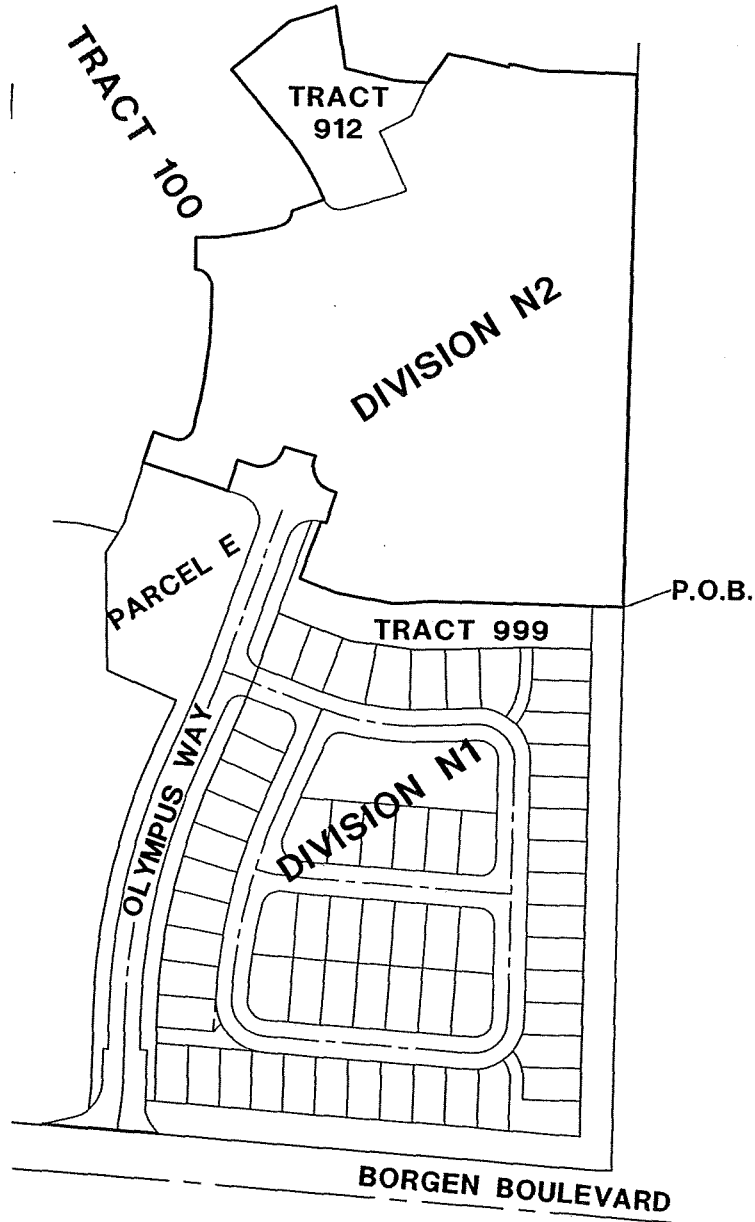
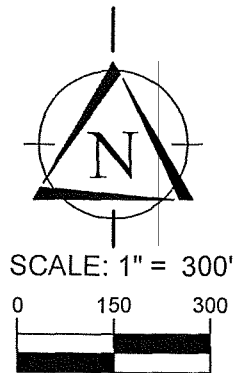
APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
Angela G. Summerfield

FILED WITH THE CITY CLERK: 10/21/14
PASSED BY THE CITY COUNCIL: 10/27/14
RESOLUTION NO. 974

HARBOR HILLS
LEGAL DESCRIPTION: DIVISION N2

EXHIBIT B



12112 115th Avenue N.E. Kirkland, Washington 98034-6929
425.821.8448 - 800.488.0756 - Fax 425.821.3481
www.triadassociates.net

08058-EXH-N2-LEGAL.dwg

Land Development Consultants



TO: Mayor Guernsey and City Council
FROM: Jennifer Kester, Planning Director
SUBJECT: Closed Record Decision-Final Plat/Final PRD Approval-Harbor Hill N2
DATE: October 22, 2014

INFORMATION/BACKGROUND:

The applicant, Harbor Hill LLC, has requested final plat approval for Division N2 of Harbor Hill to allow the segregation of 37 single family residential lots and the development of associated infrastructure and amenities required to serve the residents of the plat and PRD. The site is located north of the intersection of Borgen Blvd. and Olympus Way and due north of Harbor Hill Division N1 Subdivision/PRD.

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 Planning Director approved the M2 revisions to the Harbor Hill Preliminary Plat and PRD on August 2, 2013 which incorporated two additional conditions of approval. The Planning Director also approved the North revisions to the Harbor Hill Preliminary Plat and PRD on July 14, 2014 which incorporated five additional 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 N2 Division does not include any critical areas or areas to be dedicated to the City for park purposes. The PRD improvements in this division include parkway landscape features along Olympus Way, an HOA park tract, interior buffers and perimeter buffers. 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 in accordance with the Development Agreement.

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 and uncompleted infrastructure elements required to serve Division N2 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 N2 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 N2 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 infrastructure improvements.

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 N2 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 yet been completed, the applicant has bonded for the work pursuant to GHMC 16.08 and the Development Agreement. 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. On August 2, 2013 the Planning Director approved the M2 Revisions to the Preliminary Plat and PRD which included two additional conditions of approval. On July 14, 2014 the Planning Director approved the North Revisions to the Preliminary Plat and PRD which included five additional conditions of approval. The proposed final plat of Harbor Hill Division N2 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 N2. 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 1C civil construction plans provide the required infrastructure for the N2 Division in accordance with the Harbor Hill PRD Infrastructure Phasing Plan. The infrastructure is currently under construction and the City holds a performance bond for the work. The City and the applicant agreed in writing to the following:

1. The landscape and PRD improvements contained in Division N2 (and bonded for under surety #756273S) shall be completed by the applicant and accepted by the City within the timelines established within the bond unless an extension is granted by the Planning Director; and
2. The infrastructure contained in Civil Permit EN-14-0016 (and bonded for under surety #756064S) shall be completed by the applicant and accepted by the City on or before March 31, 2015 unless an extension is granted at the sole discretion of the City Engineer related to wet weather delays or other unavoidable construction delays; and
3. The applicant shall maintain control of the on-site construction limits until such time as the infrastructure improvements are completed in its entirety and accepted by the City. "Control of the on-site construction limits" is understood to mean that use of the improvements and access to and from the limits of construction is restricted by the applicant at the applicant's sole discretion and liability for use of the construction site and improvements lies solely and completely with the applicant; and
4. No certificate of occupancy for any building permit within this Division will be issued unless the infrastructure improvements have been completed in its entirety and accepted by the City, notwithstanding possible future written agreements; and

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. Staff has reviewed the screening within the perimeter buffers, reviewed the landscape plans and determined that the planning landscape bond includes the necessary plantings needed to achieve the required screening. The Development Agreement allows for such bonding.

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 3 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 3 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 3 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 Homeowners 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."

The required notes have been included on the final plat. 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.

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 Harbor Hill 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 3 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 3 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).

Harbor Hill Division N2 complies with the terms of the development agreement.

HEX Condition 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.

Two transit stop pads were constructed with Division 1A.

Revision Condition 17: ON THE M2 LOT, ANY BUILDING PROPOSED TO EXCEED THE UNDERLYING 35 FOOT HEIGHT ALLOWANCE IN THE RLD AREA OF THE LOT SHALL PROVIDE A MINIMUM SETBACK OF 70 FEET TO ANY EXTERIOR BOUNDARY OF THE PRD (NOT THE SUBJECT LOT). THIS SETBACK IS AN ADDITIONAL SETBACK APPLICABLE TO SAID BUILDINGS, ALL BUILDINGS ON THE M2 LOT SHALL PROVIDE A MINIMUM SETBACK OF 10 FEET TO THE PROPERTY LINE OF THE M2 LOT.

The M2 lot is not a part of the N2 Division.

Revision Condition 18: FOR THIS AND ALL FUTURE MODIFICATIONS OR ALLOCATIONS, THE APPLICANT SHALL PROVIDE AN ACCOUNTING OF THE PROPOSED ALLOCATION OF WATER, SEWER AND TRANSPORTATION CAPACITY RESERVED FOR THE PROJECT UNDER THE CONCURRENCY REQUIREMENTS. THIS MAY BE ACCOMPLISHED BY PROVIDING A TABLE LISTING EACH PHASE OR LOT OF THE DEVELOPMENT WITH THEIR

ASSOCIATED WATER, SEWER AND TRANSPORTATION CAPACITY RESERVATIONS TO SHOW THAT THE PROPOSAL IS IN ACCORDANCE WITH THE TOTAL CAPACITIES RESERVED. THIS IS INTENDED SOLELY FOR THE PURPOSE OF TRACKING THE TOTAL AMOUNTS AS THESE AMOUNTS ARE TIED TO THE ENTIRE PROJECT AND NOT TO SPECIFIC PHASES OR LOTS. THE APPLICANT HAS DISCRETION TO ALLOCATE THE RESERVED CAPACITIES TO VARIOUS PHASES OR LOTS WITHIN THE PROJECT LIMITS IN ACCORDANCE WITH SECTION 15 CAPACITY RESERVATIONS OF THE HHDA.

Harbor Hill has provided an updated allocation documenting that the N2 division has been adequately allocated water, sewer and transportation capacity in accordance with the Development Agreement and this condition.

Revision Condition 19: SINGLE FAMILY RESIDENCES WITHIN THE HARBOR HILL PLAT/PRD SHALL NOT EXCEED A TOTAL OF 554 DWELLINGS (ALL DIVISIONS INCLUDING SINGLE FAMILY DEVELOPMENT). EACH SUBSEQUENT APPLICATION FOR CIVIL PLAN REVIEW WITHIN THE UNDEVELOPED DIVISIONS SHALL PROVIDE A STATEMENT AS TO LOTS REMOVED TO RETURN THE TOTAL NUMBER OF SINGLE FAMILY LOTS WITHIN HARBOR HILL TO THE APPROVED 554 UNITS. AT THE TIME OF THE SOUTH REVISIONS DIVISION, THREE (3) EXCESS LOTS REMAIN THAT WILL NEED TO BE REMOVED.

The applicant has documented that this is required through the incorporation of the conditions of approval on sheet 3 of the final plat drawing.

Revision Condition 20: CHANGES TO THE LOT LAYOUT, GRADING AND ALLOWED SETBACKS AND IMPERVIOUS SURFACE LIMITATIONS SHALL BE LIMITED AS PROPOSED TO THE N2 THROUGH N5 DIVISIONS ANALYZED HEREIN. THE RELATED TOTAL OPEN SPACE CALCULATIONS, IMPERVIOUS SURFACE ASSUMPTIONS AND DENSITY APPLY TO THE COMPLIANCE OF THE HARBOR HILL RESIDENTIAL PLAT/PRD WITH APPLICABLE REGULATIONS AND APPLY TO THE DEVELOPMENT AS A WHOLE.

The applicant has documented that this is required through the incorporation of the conditions of approval on sheet 2 and sheet 3 of the final plat drawing.

Revision Condition 21: AN LOT WHOSE MINIMUM SETBACKS ARE INCREASED BY WETLAND BUFFER SETBACKS SHALL BE NOTED ON THE FACE OF THE FINAL PLAT/PRD.

The applicant has documented that this is required through the incorporation of the conditions of approval on sheet 3 of the final plat drawing. Wetland buffers have not impacted the proposed setbacks on all 37 lots.

Revision Condition 22: APPLICANT SHALL PROVIDE A REVISED SHEET 65 (OR ADDITIONAL SHEET 65A IF SPACE IS NEEDED). INCLUDING RE-VEGETATION HATCH AND DETAILS CONSISTENT WITH EXHIBIT 6 TO THIS DECISION.

The applicant has documented that this is required through the incorporation of the conditions of approval on sheet 3 of the final plat drawing.

Revision Condition 23: FINAL GRADING APPROVED WITH THE CIVIL PLANS SHALL DEMONSTRATE COMPLIANCE WITH A MINIMUM OF 25 FEET OF TREE RETENTION IN ALL PERMETER BUFFER AREAS AS APPROVED WITH THE INITIAL ALTERNATIVE LANDSCAPE PLAN. GRADING SHOWN IN THIS REVISION IS SUBJECT TO THE STRATEGIES INDICATED IN EXHIBIT 5.

The applicant has documented that this is required through the incorporation of the conditions of approval on sheet 3 of the final plat drawing. Further the applicant has demonstrated compliance during rough grading of the site and onsite inspections by the Planning Division.

- 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:** Jennifer Kester, Planning Director, recommends that the City Council move to adopt the resolution approving the final plat/PRD for Harbor Hill Division N2.



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution No. 975 - Closed Record Decision for Final Plat Approval of Bellesara (PL-FPLAT-14-0001)

Proposed Council Action: Adopt Resolution No. 975 approving the final plat of Bellesara

Dept. Origin: Planning Department

Prepared by: Kristin Moerler, Associate Planner

For Agenda of: October 27, 2014 *KM*

Exhibits: Planning Director's Recommendation
Public Comment and Response
Resolution
Hearing Examiner's Decision
Final Plat Map

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RW 10/22/14

Approved as to form by City Atty: via email

Approved by Finance Director: N/A

Approved by Department Head: JK 10/22/14

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Attached for your consideration is a resolution approving the final plat for Bellesara, located west of Skansie Avenue and north of Hunt Street at 4613 Hunt Street. The applicant, Rush Residential INC, is represented by Scott Walker and Thair Jorgensen. The preliminary plat was known as Heritage Wright, and was conditionally approved by the City Hearing Examiner in January of 2007.

The final plat addresses the segregation of the site into 31 single-family lots, as well as the associated infrastructure and amenities required to serve the homes. Amenities include landscaped open space areas, a wetland, and associated buffers.

POLICY CONSIDERATIONS

Staff has reviewed the criteria for approval of the final plat, as specified in GHMC Chapter 16.06 and has determined that the applicant has met the criteria for the approval of the final plat. Please refer to the attached Planning Director's Recommendation for staff's review of the proposal.

Additionally, in response to a notice of application, a number of public comments were submitted by two adjacent owners with property located south of the subject site. These are enclosed. The comments identify a number of inconsistencies located in documents obtained from the City associated with the development of the site. The commenters allege City staff revised and deliberately destroyed documents related to the project and that the stormwater system constructed at the site is insufficient for final plat approval because of the failures of

staff. Also enclosed is a response memo addressing those comments prepared by Planning and Engineering staff. Staff's conclusion is that the inconsistencies noted in the public comments relate to changes made to the project documents by the project applicant during the revision process and many of the allegations are simply a gross misunderstanding of the preliminary engineering and review process that a project undergoes before final engineering is approved.

Additionally the applicant had significant storm water and erosion control deficiencies in the field over the last year that required correction in the field. The City approved stormwater as-built plans in August after determining the project, as constructed, complied with all relevant requirements. Please see the attachments for the comments, and detailed response from staff.

ENVIRONMENTAL ANALYSIS

The City issued a Corrected Mitigated Determination of Non-Significance (MDNS) for Heritage Wright, a 31 lot preliminary plat on this site on November 20, 2006. Staff has included documentation relative to the required mitigation in the attached Planning Director's Recommendation.

FISCAL CONSIDERATION

The proposal does not include any significant fiscal impacts.

PLANNING DIRECTOR RECOMMENDATION

As detailed in the attached Planning Director's Recommendation, Staff recommends that the City Council move to adopt Resolution no. 975 approving the final plat of Bellesara.

RESOLUTION NO. 975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT OF BELLESARA, LOCATED WEST OF SKANSIE AVENUE AND NORTH OF HUNT STREET AT 4613 HUNT STREET; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER 0221073086, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-14-0001.

WHEREAS, on January 10, 2007, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat approval to Heritage Wright, located west of Skansie Avenue and north of Hunt Street at 4613 Hunt Street; Pierce County Assessor-Treasurer Parcel Number 0221073086; and

WHEREAS, after preliminary plat approval the applicant elected to change the name of the plat to Bellesara;

WHEREAS, in May of 2013, the applicant began work to install required utilities and construct roads on the property; and

WHEREAS, the applicant has posted performance bonds for the construction of Sanitary Sewer Lift Station 21A required as SEPA Mitigation to be completed prior to occupancy of any houses, buildings, or structures within the plat; and

WHEREAS, street name of Serenity Loop for the Bellesara subdivision was approved by the City on September 9, 2013; and

WHEREAS, an application for final plat approval was submitted to the City on August 19, 2014, and deemed to be complete on August 29, 2014; and

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

WHEREAS, the City requested revisions and corrections on September 15, 2014 related to final plat drawing corrections, acceptance of the water system by the water purveyor and additional corrections relative to the CC&RS on September 17, 2014; and

WHEREAS, the applicant submitted the requested corrections and documentation on September 18, 2014, and September 23, 2014; and

WHEREAS, the City requested revisions and corrections on October 9, 2014 related to final plat drawing corrections, corrections to CC&RS, and direction relative to public comments; and

WHEREAS, the applicant submitted the requested corrections and revisions on October 14, 2014; and

WHEREAS, the City requested minor corrections to the final plat on October 17, 2014; and

WHEREAS, the final corrected drawings of the proposed final plat were received from the applicant on October 20, 2014; and

WHEREAS, the final corrected drawings of the proposed final plat were circulated to the appropriate departments of the City and recommendations for approval were obtained from the Engineering Division of Public Works on October 20, 2014; 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 October 27, 2014; 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 Bellesara 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 approvals; and
3. 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.

Section 2. Conditions

A. The City Council hereby imposes the following conditions upon the final plat of Bellesara, File No. PL-FPLAT-14-0001:

1. The remaining landscape improvements contained in Bellesara and the continued maintenance and monitoring of the wetland mitigation work installed for impacts associated with the construction of Hunt Street (generally bonded for under surety #756264S and #756265S respectively, additionally a cash set aside has been established at the applicant's bank for missing site amenities that are part of the landscape plan) shall be completed by the applicant and accepted by the City within the timelines established within the bonds unless an extension is granted by the Planning Director; and

2. The Pump Station 21A infrastructure, detailed in Civil Permit EN-07-0091 (and bonded for under surety # 754661S) shall be completed by the applicant and accepted by the City on or before December 31, 2014 unless an extension is granted at the sole discretion of the City Engineer related to weather or other unavoidable construction delays; and
3. No certificate of occupancy for any building permit within this Plat will be issued unless all the sewer infrastructure improvements identified in condition number 2 above have been completed in its entirety and accepted by the City.

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 ___ day of October, 2014.

APPROVED:

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
Angela G. Summerfield

FILED WITH THE CITY CLERK: 10/22/14
PASSED BY THE CITY COUNCIL: 10/27/14
RESOLUTION NO. 975

THE PLAT OF "BELLESARA"

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY...

FURTHERMORE, 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 ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF ROADS WITHIN THIS SUBDIVISION.

THIS SUBDIVISION, DEDICATION, AND WAIVER OF CLAIMS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER(S).

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

MATTHEW J. SMITH, PRESIDENT, RUSH RESIDENTIAL, INC.

PRINT NAME:

GORDON D. RUSH, MEMBER, RUSH-TALMO, LLC, A WASHINGTON LIMITED LIABILITY COMPANY RUSH HOLDINGS, LLC IS 100% MEMBER OF RUSH-TALMO, LLC

PRINT NAME:

TRACI A. RUSH, MEMBER, RUSH-TALMO, LLC, A WASHINGTON LIMITED LIABILITY COMPANY RUSH HOLDINGS, LLC IS 100% MEMBER OF RUSH-TALMO, LLC

PRINT NAME:

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MATTHEW J. SMITH IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE, ON OATH STATED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE PRESIDENT OF RUSH RESIDENTIAL, INC., TO BE 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 _____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GORDON D. RUSH IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE, ON OATH STATED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS A MEMBER OF RUSH-TALMO, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AND RUSH HOLDINGS, LLC TO BE 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 _____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)SS.
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TRACI A. RUSH IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SHE, ON OATH STATED THAT SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS A MEMBER OF RUSH-TALMO, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AND RUSH HOLDINGS, LLC TO BE 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 _____

AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ MINUTES PAST _____ M.

RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON. RECORDED UNDER AUDITOR'S FILE NUMBER _____

PIERCE COUNTY AUDITOR _____

BY _____

TAX ACCOUNT NO. 0221073086

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BONDED WITH THE CITY OF GIG HARBOR AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE COMPLIED WITH ALL STATE AND COUNTY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

JOSEPH J. FLANSBURG, REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFICATION NUMBER 42685

CITY OF GIG HARBOR APPROVALS

MAYORAL APPROVAL:

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2014.

MAYOR, CITY OF GIG HARBOR, WASHINGTON DATE _____

CITY CLERK'S CERTIFICATE:

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

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2014.

CITY CLERK, CITY OF GIG HARBOR, WASHINGTON DATE _____

CITY PLANNING DIRECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT OF BELLESARA IS IN CONFORMANCE WITH THE CITY COMPREHENSIVE PLAN AND COMPLIES WITH THE CITY'S DEVELOPMENT REGULATIONS UNDER GHMC TITLES 16 AND 17.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2014.

PLANNING DIRECTOR, CITY OF GIG HARBOR, WASHINGTON DATE _____

CITY ENGINEER'S CERTIFICATE:

THE SUBDIVISION COMPLIES WITH THE APPLICABLE PROVISIONS OF THE CITY OF GIG HARBOR PUBLIC WORKS CONSTRUCTION STANDARDS.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2014.

CITY ENGINEER, CITY OF GIG HARBOR, WASHINGTON DATE _____

PROTECTIVE COVENANTS

SEE PROTECTIVE COVENANTS AS FILED UNDER RECORDING NUMBER _____

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 DATE _____

LEGAL DESCRIPTION

(PER FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, INC COMMITMENT NUMBER 61077609, SUPPLEMENT NUMBERS 1 AND 2, EFFECTIVE DATE AUGUST 7, 2014.)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE WEST 8 FEET THEREOF; AND EXCEPT ROADS;

AND EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER 2364858, IN RECORDS OF PIERCE COUNTY, WASHINGTON.

SHEET INDEX

- SHEET 1 - DEDICATION, ACKNOWLEDGMENTS, APPROVALS
SHEET 2 - EASEMENT PROVISIONS, PLAT NOTES, TITLE REPORT EXCEPTIONS, HE CONDITIONS
SHEET 3 - SECTION CONTROL, SURVEYORS NOTES, KEY MAP
SHEET 4 - MAP AND LINE TABLES, BUILDING SETBACKS
SHEET 5 - MAP AND LINE TABLES, BUILDING SETBACKS

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SE 1/4 OF SW 1/4 OF SEC. 7, TWP 21 N, RGE 2 EAST OF THE W.M.

SHEET 1 OF 5



C.E.S. NW INC. CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 848-4282
Puyallup, WA 98372 FAX: (253) 848-4275

THE PLAT OF "BELLESARA"

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST
OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

EASEMENT PROVISIONS

1. ALL LOTS AND TRACTS
AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO ANY POWER COMPANY, ANY GAS COMPANY, ANY TELEPHONE COMPANY, ANY TELEVISION CABLE COMPANY, ANY WATER COMPANY, ANY CITY, PIERCE COUNTY, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE (INCLUDING, BUT NOT LIMITED TO, PRIVATE ROOF DRAIN CONNECTIONS), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE STREET(S), IF ANY, AND THE EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING ALL STREET(S) IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THEREFOR FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND ADJOINING PROPERTY WITH SANITARY SEWER, STORM DRAINAGE, ELECTRIC, GAS, TELEPHONE, WATER AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

ALL PERMANENT UTILITY SERVICES SHALL BE PROVIDED BY UNDERGROUND SERVICE EXCLUSIVELY.

AFTER COMPLETION OF ANY ALLOWED ACTIVITY WITHIN THE ABOVE MENTIONED EASEMENT, THE GROUND SURFACE WILL BE RESTORED TO THE CONDITION WHICH EXISTED BEFORE THE ALLOWED ACTIVITY TOOK PLACE.

2. ALL LOTS AND TRACTS
WASHINGTON WATER SERVICE
AN EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO WASHINGTON WATER SERVICE COMPANY AND THEIR HEIRS, SUCCESSORS, AND ASSIGNS FOR THE INSTALLATION, CONSTRUCTION, REPAIR, REPLACEMENT, IMPROVEMENT, EXPANSION, EXTENSION, OPERATION AND MAINTENANCE OF WATER SUPPLY FACILITIES, TRANSMISSION AND DISTRIBUTION FACILITIES AND THEIR APPURTENANCES OVER, UNDER, ACROSS AND UPON THE FOLLOWING PROPERTY:

THE PLAT OF BELLESARA.

AND FOR THE PURPOSE OF SERVING WATER TO THIS SUBDIVISION AND OTHER PROPERTIES AND FOR THE RIGHT TO ENTER UPON ALL LOTS AND PARCELS TO READ AND SERVICE METERS AND PROVIDE OTHER CUSTOMER SERVICES AS NECESSARY.

3. LOTS 13, 14, 15 AND 16
A 10 FOOT WIDE EASEMENT ALONG THE EAST SIDE OF LOT 15 AND ALONG THE NORTH SIDE OF LOTS 13, 14, 15 AND 16 FOR THE PURPOSE OF INSTALLATION, INSPECTION AND MAINTENANCE OF DRAINAGE FACILITIES FOR THE BENEFIT OF SAID LOTS IS HEREBY RESERVED AND GRANTED TO THE BELLESARA HOMEOWNER'S ASSOCIATION.

4. ALL EXTERIOR LOTS
BUFFER EASEMENTS SHOWN HEREON INCLUDE REQUIRED LANDSCAPING INTENDED TO SCREEN AND SEPARATE THE DEVELOPMENT FROM ADJACENT USES PURSUANT TO GRCM 17.78.060B. ALL BUFFER EASEMENT AREAS ARE HEREBY RESERVED AND GRANTED TO THE BELLESARA HOMEOWNER'S ASSOCIATION.

5. STREET TREES
STREET TREE EASEMENTS SHOWN HEREON ALONG SERENITY LOOP FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE AS REQUIRED UNDER THE APPROVED LANDSCAPING PLAN ARE HEREBY RESERVED AND GRANTED TO THE BELLESARA HOMEOWNER'S ASSOCIATION.

PLAT NOTES

- WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT. INCREASED STORM DRAINAGE RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL BE RETAINED ON SITE AND SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE.
- WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF NATURAL FLOW SHALL BE PERMITTED.
- AT THE TIME OF PERMIT APPLICATION, THE PLAT SHALL CONFORM TO THE RESPECTIVE SECTION(S) OF CURRENT CITY OF GIG HARBOR PUBLIC WORKS STANDARD(S).
- THIS PLAT IS SUBJECT TO A STORM WATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITORS RECORDING NUMBER 201303261088.
- STORM WATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT MAP. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT WHICH 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 HIS/HER OR ASSIGNS, AS NOTED UNDER THE STORM WATER MAINTENANCE AGREEMENT FOR THE PLAT.
- THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR BELLESARA AS RECORDED UNDER AFN 20030221092.
- SEWER LIFT STATION 21A SHALL BE DESIGNED, CONSTRUCTED AND ACCEPTED BY THE CITY PRIOR TO THE CERTIFICATE OF OCCUPANCY OF ANY HOUSES, BUILDINGS, OR STRUCTURES ASSOCIATED WITH THIS PLAT.
- 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).
- ALL RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY EARTH CONSULTANTS AND DATED JUNE 9, 2005, INCLUDING INSPECTION REQUIREMENTS FOR SOILS AND FILLS, SHALL BE CONSIDERED REQUIREMENTS FOR THE PURPOSE OF BUILDING AND GRADING PERMITTING.
- FIRE DEPARTMENT NOTE: ALL STRUCTURES, INCLUDING DETACHED GARAGES AND SIMILAR ACCESSORY STRUCTURES FOR WHICH A BUILDING PERMIT IS REQUIRED MUST BE PROVIDED WITH AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM COMPLYING WITH NFPA 13D FOR DWELLINGS AND NFPA 13 FOR OTHER STRUCTURES.
- STORMWATER DETENTION FACILITY IS OWNED AND MAINTAINED BY THE BELLESARA HOMEOWNER'S ASSOCIATION.
- THE BELLESARA HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE PLANTER STRIPS CONTAINED IN THE PERIMETER OF THE ADJACENT STREETS, HUNT ST NW AND SKANSIE AVE AND THE STREET TREE EASEMENTS AS SHOWN ON THE LOTS HEREON ALONG SERENITY LOOP.

TRACT NOTES

- TRACT 997-PRIVATE OPEN SPACE TRACT, ALL LOT OWNERS WILL HAVE A 1/31ST INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS CONTAINED THEREIN.
- TRACT 998-PRIVATE NATIVE GROWTH PROTECTION/WETLAND AND OPEN SPACE TRACT WITH NOPA WETLAND BUFFER ENHANCEMENT AREA, ALL LOT OWNERS WILL HAVE A 1/31ST INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS CONTAINED THEREIN. SAID TRACT IS SUBJECT TO THE MAINTENANCE AND MONITORING REQUIREMENTS PROVIDED IN GRCM 17.78.0219.
- TRACT 999-PRIVATE STORM DRAINAGE FACILITY TRACT WITH LANDSCAPE AREA, ALL LOT OWNERS WILL HAVE A 1/31ST INTEREST IN SAID TRACT, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS CONTAINED THEREIN.
- TRACTS 997, 998 AND 999 CONTAIN LANDSCAPING AREAS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF LANDSCAPING CONTAINED ON SAID TRACTS. LANDSCAPING SHALL NOT BE MODIFIED WITHOUT THE APPROVAL OF THE CITY OF GIG HARBOR.

TITLE REPORT EXCEPTIONS

(PER FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, INC COMMITMENT NUMBER 611077609, SUPPLEMENT NUMBERS 1 AND 2, EFFECTIVE DATE AUGUST 7, 2014.)

- EXCEPTION NUMBER
- 1 THROUGH 8 NOT SURVEY RELATED
 - 9 AGREEMENT AND THE TERMS AND CONDITIONS THEREOF REGARDING FENCE ENCROACHMENT AS CONTAINED IN INSTRUMENT RECORDED UNDER AFN 8403120279.
 - 10 NON EXCLUSIVE EASEMENT OF RIGHT OF WAY IN FAVOR OF TELEPHONE UTILITIES OF WASHINGTON, INC. DSA P11 COMMUNICATIONS FOR COMMUNICATION SYSTEMS AS DESCRIBED IN INSTRUMENT RECORDED UNDER AFN 9204210360, RECORDS OF PIERCE COUNTY, WASHINGTON. EASEMENT IS SHOWN HEREON.
 - 11 MATTERS DISCLOSED BY RECORDS OF SURVEY RECORDED UNDER AFN'S 9205070565, 9308240878 AND 200009195004.
 - 12 CRITICAL AREA AND NATURAL RESOURCE LAND TITLE NOTIFICATION AND THE TERMS AND CONDITIONS THEREOF AS CONTAINED IN INSTRUMENT RECORDED UNDER AFN 20030221092.
 - 13 EASEMENT IN FAVOR OF COMCAST OF PUEGET SOUND FOR COMMUNICATIONS, BROADBAND, CABLE TELEVISION OR OTHER SIMILAR FACILITIES AS DESCRIBED IN INSTRUMENT RECORDED UNDER AFN 200306201283. EASEMENT IS SHOWN HEREON.
 - 14 TERMS AND PROVISIONS CONTAINED IN CITY OF GIG HARBOR ORDINANCE NO. 1021-WRIGHT ANNEXATION RECORDED UNDER AFN 200511221146.
 - 15 TERMS AND PROVISIONS CONTAINED IN STORMWATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT RECORDED UNDER AFN 201303261088.
 - 16 TERMS AND PROVISIONS CONTAINED IN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND RUSH RESIDENTIAL, INC. FOR STREET IMPROVEMENT MONETARY CONTRIBUTIONS RECORDED UNDER AFN'S 201306130696 AND 201306130697.
 - 17 NON EXCLUSIVE EASEMENT IN FAVOR OF PUEGET SOUND ENERGY FOR UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AS DESCRIBED IN INSTRUMENT RECORDED UNDER AFN 201310250774. DESCRIPTION CONTAINED THEREIN IS BLANKET IN NATURE AND NOT SHOWN HEREON.
 - 18 EASEMENT IN FAVOR OF PENINSULA LIGHT FOR A SYSTEM OF UNDERGROUND ELECTRIC POWER AS DESCRIBED IN INSTRUMENT RECORDED UNDER AFN 20131140225. EASEMENT IS SHOWN HEREON.
- NOT INCLUDED 5' RIGHT OF WAY DEDICATION ALONG THE SKANSIE AVENUE AND HUNT STREET NW PER AFN 201405200233. DEDICATION IS SHOWN HEREON.

1. ALL OVERHEAD UTILITIES SHALL BE RELOCATED UNDERGROUND WHERE OVERHEAD UTILITIES ARE SITUATED ALONG NECESSARY FRONTAGE IMPROVEMENTS OF SKANSIE AVENUE AND HUNT STREET.
2. ACCESS RESTRICTIONS SHALL BE DELINEATED BY SHOWING A "NO ACCESS" STRIP, WRITTEN AND HATCHED, ALONG THE FRONTAGE OF SKANSIE AVENUE AND HUNT STREET ON THE FINAL PLAT MAP, EXCEPT FOR A SINGLE CITY-APPROVED ACCESS POINT AT HUNT STREET MEETING THE GIG HARBOR PUBLIC WORKS STANDARDS.
3. INTERNAL ROADWAY SECTIONS SHALL MEET OR EXCEED THE MINOR LOCAL RESIDENTIAL STANDARD (FIGURE 2-07C) STANDARD NOTED IN THE GIG HARBOR PUBLIC WORKS STANDARDS.
4. BOTH SKANSIE AVENUE AND HUNT STREET ROADWAY SECTIONS SHALL MEET OR EXCEED THE NEIGHBORHOOD COLLECTOR WITH DRIVEWAY ACCESS (FIGURE 2-05) STANDARD NOTED IN THE GIG HARBOR PUBLIC WORKS STANDARDS.
5. THE PROPOSED SEWER SYSTEM SHALL BE DESIGNED IN ACCORDANCE TO THE GIG HARBOR PUBLIC WORKS STANDARDS.
6. EROSION SHALL BE CONTROLLED THROUGHOUT THE CONSTRUCTION OF THE PROJECT PURSUANT TO THE GIG HARBOR PUBLIC WORKS STANDARDS.
7. CITY FORCES MAY REMOVE ANY TRAFFIC CONTROL DEVICE CONSTRUCTED WITHIN THE CITY RIGHT-OF-WAY AND NOT APPROVED IN ADVANCE BY THE GIG HARBOR OPERATIONS AND ENGINEERING DIVISION.
8. A ROAD ENCROACHMENT PERMIT SHALL BE ACQUIRED FROM THE CITY PRIOR TO ANY CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY, INCLUDING UTILITY WORK, IMPROVEMENTS TO THE CURB, GUTTER, AND SIDEWALK, ROADWAY SHOULDERS AND DITCHES, AND INSTALLATION OF CURBVERTS. ALL WORK WITHIN THE CITY RIGHT-OF-WAY SHALL CONFORM TO THE GIG HARBOR PUBLIC WORKS STANDARDS.
9. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO THE VEHICLES LEAVING THE SITE. THE CITY INSPECTOR SHALL DETERMINE THE REQUIRED LENGTH.
10. PERMANENT SURVEY CONTROL MONUMENTS SHALL BE PLACED TO ESTABLISH ALL PUBLIC STREET CENTERLINES, INTERSECTIONS, ANGLE POINTS, CURVES, SUBDIVISION BOUNDARIES, AND OTHER POINTS OF CONTROL. PERMANENT SURVEY CONTROL MONUMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE GIG HARBOR PUBLIC WORKS STANDARDS.
11. THIS APPROVAL DOES NOT RELIEVE THE PERMITTEE FROM COMPLIANCE WITH ALL OTHER LOCAL, STATE AND/OR FEDERAL APPROVALS, PERMITS AND/OR LAWS NECESSARY TO CONDUCT THE DEVELOPMENT ACTIVITY FOR WHICH THIS PERMIT IS ISSUED. ANY ADDITIONAL PERMITS AND/OR APPROVALS SHALL BE THE RESPONSIBILITY OF THE PERMITTEE.
12. THE FINAL PLAT MAP SHALL NOTE 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. INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL BE RETAINED ON-SITE AND SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE.
 - c. WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF NATURAL FLOW SHALL BE PERMITTED.
 - d. AT THE TIME OF PERMIT APPLICATION, THE PLAT SHALL CONFORM TO THE RESPECTIVE SECTION(S) OF THE CURRENT GIG HARBOR PUBLIC WORKS STANDARDS.
 - e. THIS PLAT IS SUBJECT TO A STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S RECORDING NUMBER 201303261088.
 - f. STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT MAP. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT WHICH 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 HIS/HER OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT.
13. ALL COMMON OPEN SPACE HELD ON PRIVATELY OWNED PROPERTY SHALL BE RESERVED BY EASEMENT OR COVENANT PRIOR TO FINAL PLAT APPROVAL.
14. ALL LAND SHOWN IN THE FINAL DEVELOPMENT PLAN AS COMMON OPEN SPACE, AND LANDSCAPING AND/OR PLANTING CONTAINED THEREIN, SHALL BE PERMANENTLY MAINTAINED BY AND CONVEYED TO ONE OF THE FOLLOWING:
 - a. 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 OF WASHINGTON AND SHALL ADOPT AND PROPOSE ARTICLES OF INCORPORATION OR ASSOCIATIONS AND BYLAWS, AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTIONS ON THEN COMMON OPEN SPACE THAT IS ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUED 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 THE COMMON OPEN SPACE AREA, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS; OR
 - b. A PUBLIC AGENCY SHALL AGREE TO MAINTAIN THE COMMON OPEN SPACE AND ANY BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS WHICH HAVE BEEN PLACED UPON IT.
15. SCHOOL IMPACT FEES SHALL BE PAID FOR EACH SINGLE-FAMILY DWELLING, DETACHED OR ATTACHED, LOCATED IN THE PROPOSED PLAT PRIOR TO BUILDING PERMIT ISSUANCE.
16. TRAFFIC IMPACT FEES SHALL BE PAID FOR EACH SINGLE-FAMILY DWELLING LOCATED IN THE PROPOSED HERITAGE WRIGHT PLAT AS SET FORTH IN GRCM SECTION 19.12.110(A), OR AS SAID IN SECTION AMENDED IN THE FUTURE.
17. THE APPLICANT SHALL COMPLETE, OR BOND WITH CITY'S APPROVAL, FOR ALL REQUIRED IMPROVEMENTS PRIOR TO FINAL PLAT APPROVAL.
18. THE ON-SITE WATER SYSTEMS SHALL BE DESIGNED AND INSTALLED TO PROVIDE THE REQUIRED FLOWS AS PRESCRIBED UNDER FC APPENDIX C OF FC 16, INCLUDING BUT NOT LIMITED TO THE ALLOWANCE IN APPENDIX CHAPTER B TO REDUCE THE REQUIRED FIRE FLOW UP TO 50%, IF THE HOMES ARE TO BE PROVIDED WITH AN AUTOMATIC SPRINKLER SYSTEM.
19. THE PLAT'S WATER SYSTEM, INCLUDING FIRE FLOW AND HYDRANTS, SHALL BE INSTALLED AND OPERATIONAL PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.
20. APPROVED FIRE LANE MARKINGS ARE REQUIRED TO PREVENT PARKING ON THE ROAD THAT WOULD REDUCE THE CLEAR WIDTH TO LESS THAN 20 FEET.
21. ALL STORM WATER SHALL BE MANAGED THROUGH AN APPROVED DETACHMENT AND CONVEYANCE SYSTEM.
22. ALL RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT PREPARED BY EARTH CONSULTANTS AND DATED JUNE 9, 2005, INCLUDING INSPECTION REQUIREMENTS FOR SOILS AND FILLS, SHALL BE CONSIDERED REQUIREMENTS FOR THE PURPOSE OF BUILDING AND GRADING PERMITTING.
23. ADDITIONAL VEGETATION SHALL BE INSTALLED WITHIN THE EXISTING BUFFER, BECAUSE HOMEBUILDING FOLLOWING FINAL PLAT MAP DISRUPT THE BUFFER PLANTINGS, THE DEVELOPER SHALL HAVE THE RIGHT TO BOND FOR THIS INSTALLATION AT THE TIME OF FINAL PLAT RECORDING. THE VEGETATION SHALL BE INSTALLED TO THE CITY'S SATISFACTION BEFORE THE FIRST HOME IS OCCUPIED.
24. TRACT 997 SHALL BE CONSTRUCTED AS PROPOSED IN THE LANDSCAPE PLAN.
25. 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).
26. IF THE PLAT OR SHORT 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 OR SHORT PLAT, AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST AND GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATION 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.
27. EVERY PLAT AND SHORT PLAT CONTAINING A DEDICATION FILED FOR RECORD MUST 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.

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SE 1/4 OF SW 1/4 OF SEC. 7, TWP 21 N, RGE 2 EAST OF THE W.M.

SHEET 2 OF 5

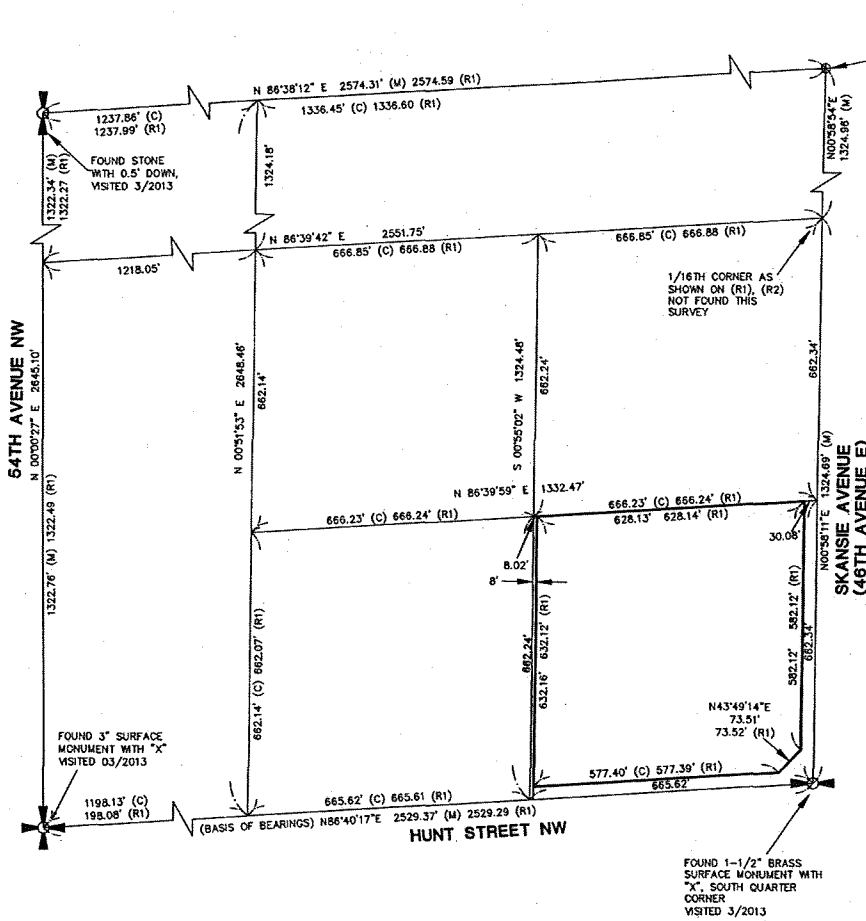


C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

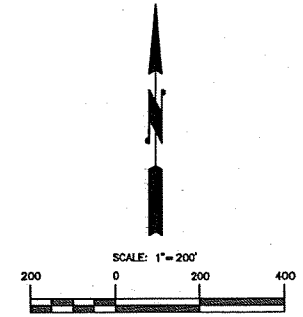
310 29th St. N.E. Suite 101 PUYALLUP, WA 99072
BUS: (253) 848-4282 FAX: (253) 848-4278

THE PLAT OF "BELLESARA"

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



FOUND 3" BRASS SURFACE MONUMENT WITH "X" STAMPED LS19637 CENTER OF SECTION VISITED 3/2013

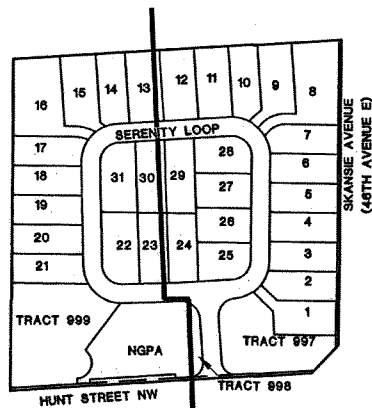


SURVEYOR'S NOTES

1. THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT", CHAPTER 58.09 RCW AND 332-130 WAC.
2. EQUIPMENT USED: FOCUS II TOTAL STATION.
3. METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN MARCH OF 2013 MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090
4. BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 86°40'17" EAST BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN AS SHOWN ON RECORD OF SURVEY UNDER AUDITOR'S FEE NUMBER 200209195004.

LEGEND

- (R1) RECORD OF SURVEY, AUDITOR'S FEE NUMBER 200209195004.
- (R2) RETRACEMENT RECORD OF SURVEY, AUDITOR'S FEE NUMBER 9306240879
- (M) MEASURED DISTANCE
- (C) CALCULATED DISTANCE
- ⊕ FOUND MONUMENT AS NOTED
- ⊙ SET CITY OF GIG HARBOR STANDARD MONUMENT PRIOR TO THE RECORDING OF THIS PLAT.
- SET REBAR AND CAP "CES LS 42685" PRIOR TO THE RECORDING OF THIS PLAT.



SEE PAGE 5 SEE PAGE 4

KEY MAP
NOT TO SCALE



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SE 1/4 OF SW 1/4 OF SEC. 7, TWP 21 N, RGE 2 EAST OF THE W.M.

SHEET 3 OF 5

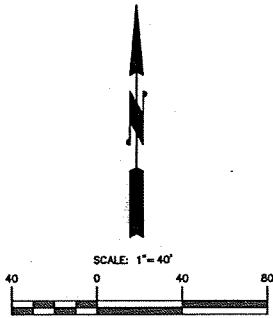


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THE PLAT OF "BELLESARA"

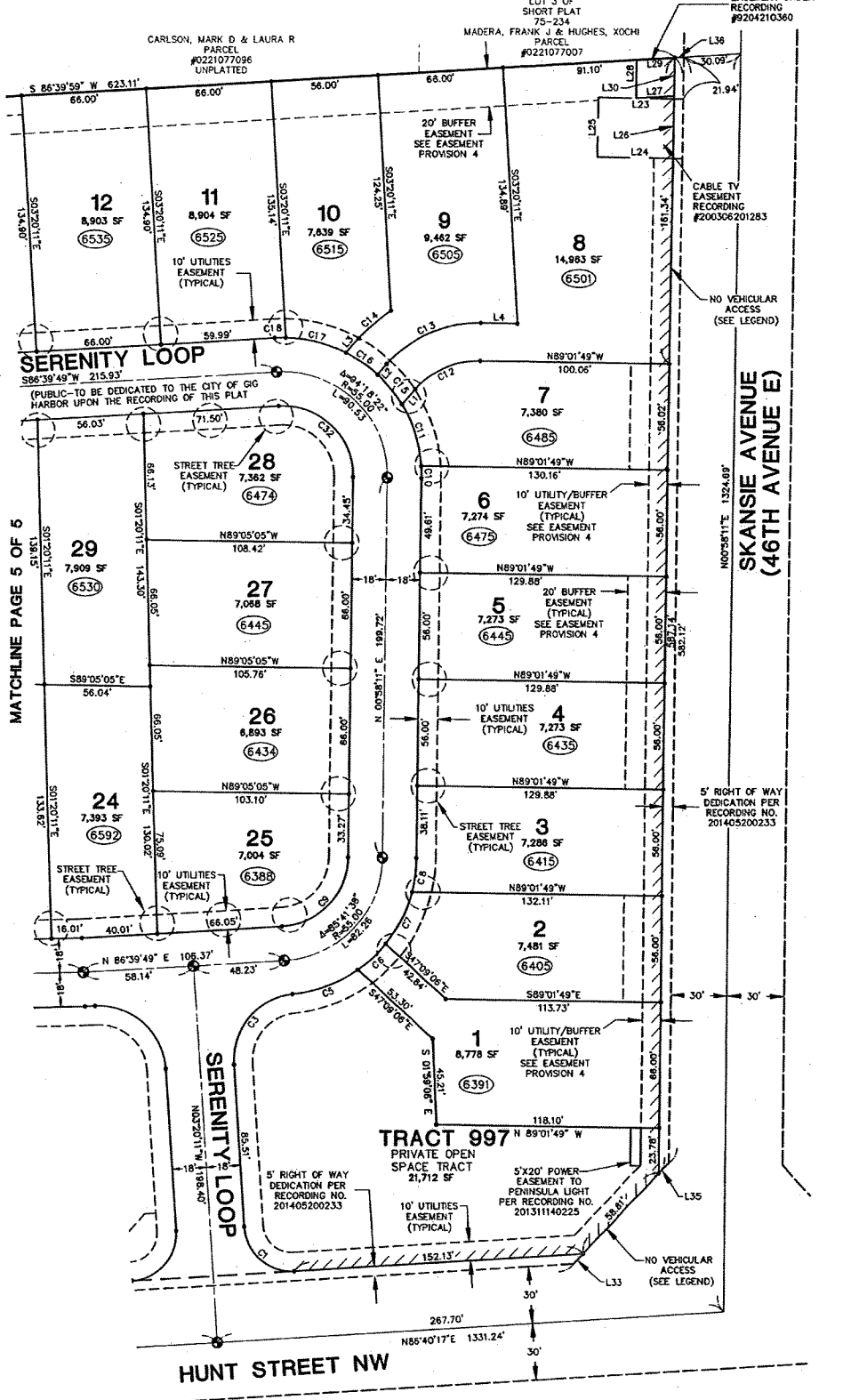
A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



BUILDING SETBACKS
 FRONT - HOUSE - 20 FEET
 PORCH - 12 FEET
 GARAGE - 26 FEET
 SIDE - 8 FEET
 REAR - 30 FEET

LINE	BEARING	LENGTH
L1	S41°38'22"W	10.73
L2	S41°39'52"W	7.63
L3	S41°39'52"W	10.10
L4	N89°01'49"W	19.35
L5	S89°05'05"E	19.91
L6	S78°42'21"E	6.23
L7	S78°42'21"E	6.23
L8	S03°18'43"E	10.00
L9	N89°05'05"E	14.46
L10	N72°21'03"E	1.33
L11	S20°11'06"W	33.78
L12	S89°32'46"E	18.25
L13	S25°37'42"W	8.66
L14	N86°40'17"E	24.30
L15	S22°16'39"W	25.79
L16	S11°08'07"W	30.50
L17	S34°08'55"W	7.34
L18	N88°38'49"E	5.46
L19	S03°18'43"E	6.00
L20	S41°40'03"W	28.89
L21	S66°39'49"W	8.85
L22	N86°34'58"E	6.85
L23	S89°05'05"E	45.00
L24	N89°01'49"W	45.00
L25	N00°38'11"E	31.33
L26	S00°58'11"W	31.33
L27	N86°39'49"E	20.06
L28	N00°38'11"E	20.06
L29	S88°40'18"W	20.06
L30	N00°38'11"W	20.06
L31	N03°18'43"W	7.00
L32	S03°18'43"E	7.00
L33	N43°49'14"E	7.35
L34	S00°58'02"W	5.04
L35	N43°49'14"E	7.35
L36	S66°39'59"W	5.04

CURVE	DELTA	LENGTH	RADIUS
C1	89°59'32"	39.27	25.00
C2	90°00'28"	39.27	25.00
C3	87°28'09"	53.43	35.00
C4	90°00'00"	54.98	35.00
C5	29°01'32"	36.98	73.00
C6	15°47'35"	20.12	73.00
C7	24°09'41"	30.78	73.00
C8	14°10'29"	18.07	73.00
C9	85°41'38"	35.24	37.00
C10	5°01'18"	6.40	73.00
C11	27°07'03"	34.55	73.00
C12	48°58'19"	38.46	45.00
C13	48°58'19"	55.56	65.00
C14	15°11'29"	22.54	85.00
C15	15°26'19"	20.31	73.00
C16	15°25'07"	20.32	73.00
C17	25°38'13"	32.86	73.00
C18	4°43'27"	8.02	73.00
C19	17°28'05"	22.21	73.00
C20	8°42'39"	12.92	85.00
C21	17°23'11"	22.15	73.00
C22	18°18'05"	20.73	45.00
C23	38°37'39"	46.04	73.00
C24	28°19'56"	37.37	73.00
C25	58°45'13"	76.13	73.00
C26	87°13'20"	56.33	37.00
C27	80°48'40"	58.82	37.00
C28	20°24'32"	23.19	85.00
C29	14°35'47"	11.73	45.00
C30	10°22'44"	8.15	45.00
C31	10°22'44"	11.77	65.00
C32	94°18'22"	80.90	37.00
C33	1°41'31"	2.18	73.00
C34	100°22'53"	43.98	25.00
C35	27°19'21"	12.02	25.00
C37	11°07'25"	4.89	25.00
C38	10°22'44"	4.71	25.00
C39	17°12'37"	7.51	25.00
C40	28°04'56"	12.25	25.00
C41	11°10'32"	4.88	25.00
C42	10°11'13"	4.44	25.00
C43	25°53'18"	11.30	25.00



LEGEND

- ⊕ FOUND MONUMENT AS NOTED
- ⊙ SET CITY OF GIG HARBOR STANDARD MONUMENT PRIOR TO THE RECORDING OF THIS PLAT.
- SET REBAR AND CAP "CES LS 42685" PRIOR TO THE RECORDING OF THIS PLAT.
- NO VEHICULAR ACCESS TO HUNT STREET NW OR SKANSIE AVENUE EXCEPT AT APPROVED ACCESS AT SERENITY LOOP.
- (6XX) LOT ADDRESS

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SE 1/4 OF SW 1/4 OF SEC. 7, TWP 21 N, RGE 2 EAST OF THE W.M.

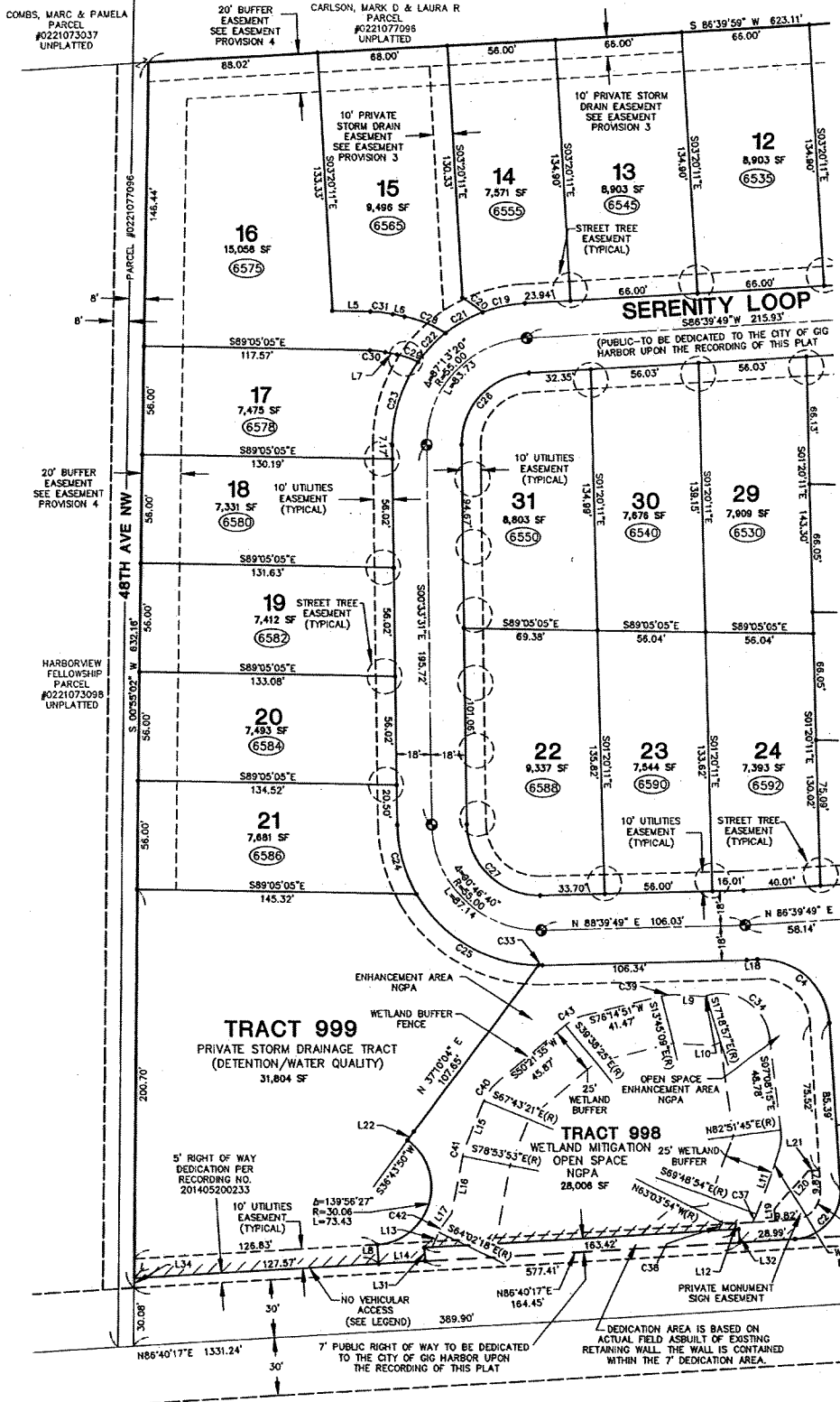
SHEET 4 OF 5

C.E.S. NW INC.
 CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 848-4282
 PUYALLUP, WA 98372 FAX: (253) 848-4278

THE PLAT OF "BELLESARA"

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S41°39'52"W	10.75	L30	S41°40'03"W	28.69
L2	S41°39'52"W	7.83	L31	S89°05'49"W	8.85
L3	S41°39'52"W	10.10	L32	N38°24'50"E	8.55
L4	N89°01'49"W	19.35	L33	S89°01'49"E	45.00
L5	S89°05'05"E	19.91	L34	N89°01'49"W	45.00
L6	S78°42'21"E	6.23	L35	N00°58'11"E	31.33
L7	S78°42'21"E	6.23	L36	S00°58'11"W	31.33
L8	S63°19'43"E	10.00	L37	N86°39'49"E	20.08
L9	N86°39'49"E	14.40	L38	N00°58'11"E	30.06
L10	N72°41'03"E	1.33	L39	S89°05'05"E	30.06
L11	S20°11'06"W	33.78	L40	N00°58'11"E	20.08
L12	S89°52'48"E	15.25	L41	N03°19'43"W	7.00
L13	S25°57'42"W	8.66	L42	S03°19'43"E	7.00
L14	N86°40'17"E	24.30	L43	N43°49'14"E	7.35
L15	S22°18'39"W	25.79	L44	S00°55'02"W	5.04
L16	S11°03'27"W	20.30	L45	N43°49'14"E	7.35
L17	S33°08'55"W	7.34	L46	S86°39'58"W	5.04
L18	N86°39'49"E	5.46			
L19	S03°19'43"E	6.00			

CURVE	DELTA	LENGTH	RADIUS
C1	86°39'49"	39.27	25.00
C2	90°02'28"	39.27	25.00
C3	87°28'09"	53.43	35.00
C4	90°02'00"	54.98	35.00
C5	23°01'32"	36.88	73.00
C6	15°47'35"	20.12	73.00
C7	24°39'41"	30.78	73.00
C8	14°10'59"	18.07	73.00
C9	85°41'38"	55.34	37.00
C10	5°01'18"	6.40	73.00
C11	27°07'03"	34.95	73.00
C12	48°58'19"	38.46	45.00
C13	48°58'19"	55.56	65.00
C14	15°11'29"	22.84	65.00
C15	18°18'05"	30.31	73.00
C16	155°02'02"	20.22	73.00
C17	25°36'13"	32.66	73.00
C18	4°43'27"	6.02	73.00
C19	172°8'05"	22.21	73.00
C20	8°42'39"	12.92	65.00
C21	172°8'11"	22.15	73.00
C22	18°18'05"	20.73	73.00
C23	38°07'58"	46.04	73.00
C24	29°19'56"	37.37	73.00
C25	59°45'13"	76.13	73.00
C26	87°13'20"	58.33	37.00
C27	90°46'40"	58.82	37.00
C28	28°24'32"	23.15	65.00
C29	14°55'43"	11.73	45.00
C30	107°22'44"	8.15	45.00
C31	107°22'44"	11.77	65.00
C32	94°18'22"	60.90	37.00
C33	1°41'31"	2.16	73.00
C34	100°29'53"	43.98	25.00
C35	27°19'21"	12.02	25.00
C37	11°07'25"	4.89	25.00
C38	10°48'07"	4.71	25.00
C39	17°32'37"	7.51	25.00
C40	28°24'56"	12.25	25.00
C41	11°10'32"	4.88	25.00
C42	10°11'13"	4.44	25.00
C43	25°53'16"	11.30	25.00

MATCHLINE PAGE 4 OF 5

BUILDING SETBACKS
 FRONT HOUSE - 20 FEET
 PORCH - 12 FEET
 GARAGE - 25 FEET
 SIDE - 8 FEET
 REAR - 30 FEET

LEGEND

- ⊕ FOUND MONUMENT AS NOTED
- ⊙ SET CITY OF GIG HARBOR STANDARD MONUMENT PRIOR TO THE RECORDING OF THIS PLAT.
- SET REBAR AND CAP "CES LS 42685" PRIOR TO THE RECORDING OF THIS PLAT.
- NO VEHICULAR ACCESS TO HUNT STREET NW OR SKANSIE AVENUE EXCEPT AT APPROVED ACCESS AT SERENITY LOOP.
- ⊗ LOT ADDRESS
- NGPA NATIVE GROWTH PROTECTION AREA

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 SE 1/4 OF SW 1/4 OF SEC. 7, TWP 21 N, RGE 2 EAST OF THE W.M.

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DEVELOPMENT SERVICES

TO: Mayor Guernsey and City Council
FROM: Jennifer Kester, Planning Director
SUBJECT: Closed Record Decision-Final Plat Approval-Bellesara (Heritage Wright)
DATE: October 22, 2014

INFORMATION/BACKGROUND:

The applicant, Rush Residential INC, has requested final plat approval for Bellesara to allow the segregation of the site into 31 single-family lots, and the development of associated infrastructure and amenities required to serve the homes. While the preliminary plat was known as the Heritage Wright Preliminary Plat, the final plat is proposed to be named "Bellesara". The site is located west of Skansie Avenue and north of Hunt Street at 4613 Hunt Street.

The preliminary plat was approved by the City in January of 2007 to allow the segregation of the site into 31 lots, subject to 27 conditions of approval. The following is an analysis of the request for consistency with the city's requirements for final plat approval and with the conditions of approval imposed upon the preliminary plat.

POLICY CONSIDERATIONS:

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 to the site. The onsite sewage disposal system has been designed and installed in accordance with the City's Public Works Standards. The applicant is presently in the process of constructing Sanitary Sewer Lift Station 21A located at the NE corner of Hunt Street and Skansie Avenue to convey sewage from the plat, through the lift

station, and then pump the sewer flows via a new sanitary sewer pressure main extension in Skansie Avenue which connects to an existing pressure main located at the intersection of Skansie Avenue and 72nd Street.

All offsite sanitary sewer infrastructure (sanitary sewer lift station, sanitary sewer pressure main extension) needed to support sewer flows generated from the Bellesara Plat were bonded for at 125% of the accepted Engineer's Cost Estimate prior to receiving civil construction plan approval. Completion of this work is a condition of approval contained in the attached resolution.

The plat is provided water by the Cedar Crest Water System managed by Washington Water. The Applicant has provided the City with a copy of the water availability letter documenting that the water system facilities necessary to adequately provide service to this site have been designed, approved and installed per WAC 246-291, and/or WAC 246-290, and the Coordinated Water System Plan, Pierce County Ordinances 86-116S4 and 92-99 as applicable. This documentation is contained in the final plat file.

- 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 all required civil construction, except for all offsite sanitary sewer infrastructure associated with the Sanitary Sewer Lift Station 21A, has been completed and all work has been found to be in compliance with the construction drawings approved by the City. All offsite sanitary sewer infrastructure (sanitary sewer lift station, sanitary sewer pressure main extension) needed to support sewer flows generated from the Bellesara Plat were bonded for at 125% of the accepted Engineer's Cost estimate prior to receiving civil construction plan approval. Completion of this work is a condition of approval contained in the attached resolution.

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;

The plat of Bellesara 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. Construction of required improvements has complied 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 January 10, 2007 contained 27 conditions of approval. The proposed final plat of Bellesara has conformed to the conditions of the preliminary plat as follows:

HEX Condition 1: All overhead utilities shall be relocated underground where overhead utilities are situated along necessary frontage improvements of Skansie Avenue and Hunt Street.

All of the overhead utilities have been relocated underground as a part of the required frontage improvements for Skansie Avenue and Hunt Street.

HEX Condition 2: Delineate the access restrictions by showing a "no access" strip, written and hatched, along the frontage of Skansie Avenue and Hunt Street on the final plat map, except for a single City-approved access point at Hunt Street meeting the City Standards.

Access restrictions were delineated by showing a "no access" strip, written and hatched, along the frontage of Skansie Avenue and Hunt Street on the final plat map, except for a single City-approved access point at Hunt Street meeting the Gig Harbor Public Works Standards.

HEX Condition 3: Internal roadway sections shall meet the minor local residential (Figure 2-07C) noted in the City Standards, as a minimum.

Internal roadways were design and constructed to the minor local residential standards as noted in the Gig Harbor Public Works Standards.

HEX Condition 4: Both Skansie Avenue and Hunt Street roadway sections shall meet the neighborhood collector with driveway access (Figure 2-05) noted in the City Standards, as a minimum. All necessary dedications of right of way to meet the required roadway section shall be performed prior to final acceptance by the City.

Both Skansie Avenue and Hunt Street roadway section as constructed met the neighborhood collector with driveway access standard noted in the Gig Harbor Public Works Standards.

HEX Condition 5: The proposed sewer system shall be designed in accordance to the City Standards.

The installed sewer system was designed in accordance to the Gig Harbor Public Works Standards.

HEX Condition 6: Erosion shall be controlled throughout the construction of the project per the City Standards.

Erosion control measures were implemented throughout the construction of the project as required by City ordinance and as required by the applicant's Construction Stormwater Permit issued by the Department of Ecology. The erosion and sediment control management for the site was designed and constructed in accordance with the minimum Standards set forth in the 2006 Stormwater Design Manual.

As noted in the response to Public Records Requests, on a few occasions the erosion control measures were not adequate and the contractor was required to provide additional measures to bring the site into compliance. Erosion control measures shall continue and be inspected for compliance with the approved plans and the 2006 Stormwater Design Manual during building construction, and during permanent landscape establishment and maintenance period for the project.

HEX Condition 7: City forces may remove any traffic control device constructed within the City right-of-way not approved by this division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.

No traffic control devices were constructed within the City right-of-way without approval of the Gig Harbor Operations and Engineering Division.

HEX Condition 8: 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 Standards.

All right-of-way permits were obtained for site development.

HEX Condition 9: A stabilized construction entrance shall be installed prior to vehicles leaving the site. The City inspector shall determine the required length.

A stabilized construction entrance was installed during site development and removed after the road was paved.

HEX Condition 10: Permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. Permanent survey control monuments shall be installed in accordance with the City Standards.

Permanent survey control monuments were established in all public street centerlines, intersection, angle points, cures, subdivision boundaries and other points of control. Permanent survey control monuments were installed in accordance with the Gig Harbor Public Works Standards.

HEX Condition 11: This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.

Per the applicant, all other local, state, and/or federal approvals were obtained before site construction began. Staff is not aware of any state or federal permits that the applicant failed to obtain.

HEX Condition 12: The final plat map shall note 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. "Increased storm water runoff from the road(s), building, driveway and parking areas shall be retained on site and shall not be directed to City infrastructure."
- c. "Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted."
- d. "At the time of permit application, the plat shall conform to the respective sections(s) of current City of Gig Harbor Public Works Standard(s)."
- e. "This plat is subject to stormwater maintenance agreement recorded under Auditor's recording number (enter ARN here)."
- f. "Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this plat map. No encroachment will be placed within the easements shown on the plat which 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 it's heirs or assigns, as noted under the stormwater maintenance agreement for the plat."

Required items are noted on final plat.

HEX Condition 13: All common open space held on privately owned property shall be reserved by easement or covenant prior to final plat approval.

All common open space held on privately owned property was reserved by easement or covenant prior to final plat approval.

HEX Condition 14: All land shown in the final development plan as common open space, and landscaping and/or planting contained therein, shall be permanently maintained by and conveyed to one of the following:

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

All land shown as common open space and landscaping and/or planting contained therein, was assigned permanent maintenance by and conveyed to the established Homeowner's Association for Bellesara.

HEX Condition 15: School impact fees shall be paid for each single family dwelling, detached or attached, located in the proposed plat prior to building permit issuance.

School impact fees will be paid prior to each building permit issuance.

HEX Condition 16: Traffic Impact Fees shall be paid for each single family dwelling located in the proposed Heritage Wright plat as set forth in GHMC Section 19.12.110(A), or as this section is amended in the future.

Traffic impact fees will be paid prior to each building permit issuance.

HEX Condition 17: The applicant shall complete or bond for all required improvements prior to final plat approval.

Rush Residential Inc. has completed all required plat improvements, with the exception of the following:

- a. Sanitary Sewer Lift Station 21A shall be designed, constructed and accepted by the City prior to the certificate of occupancy of any houses, buildings or structures associated with this plat. This is a noted condition on the final plat document. At this time, the applicant has bonded for the construction of the entire sewer lift station, and is in the process of constructing the facility. It is anticipated construction will be completed subsequent to final plat approval.
- b. A Cash set-aside for landscape performance has been accepted for the missing park amenities (trash can and bench) that were part of the alternative landscape plan approved for the site.
- c. A landscape performance bond has been accepted for the street trees along Serenity loop that were also part of the alternative landscape plan approved for the site.
- d. Wetland mitigation bonding has also been accepted for the maintenance and mitigation monitoring of the wetland mitigation areas contained within the plat.

HEX Condition 18: The on-site water systems shall be designed and installed to provide the required flows as prescribed under IFC Appendix Chapter B.

The on-site water systems were designed and installed to provide the required flows under IFC Appendix Chapter B provided that the buildings include fire sprinklers. A plat note requiring sprinklers has been added to the face of the plat to document this ongoing requirement.

HEX Condition 19: The plats water system, including fire flow and hydrants must be installed and operational prior to any combustible construction.

The plat's water system, including fire flow and hydrants were installed and operational prior to any combustible construction.

HEX Condition 20: Approved fire lane markings will be required to prevent parking on the road that would reduce the clear width to less than 20 feet.

Approved fire lane markings were installed to prevent parking on the road that would reduce the clear width to less than 20 feet.

HEX Condition 21: All storm water must be managed through an approved detainment and conveyance system.

All storm water is managed onsite through an approved conveyance system and onsite stormwater quantity and quality control facility. Stormwater releases from the project into the existing downstream drainage system and are anticipated to be discharged at the designed release rates approved under the Bellesara Final Drainage Report, dated April 2008.

HEX Condition 22: All recommendations contained in the geotechnical report prepared by Earth Consultants and dated June 9, 2005, including inspection requirements for soils and fills shall be considered requirements for the purpose of building and grading permitting.

All recommendations contained in the geotechnical report, including inspections requirements were followed throughout construction of the plat improvements and will be further followed during home construction.

HEX Condition 23: Additional vegetation shall be installed within the existing buffer. Because home building following final plat may disrupt the buffer plantings, the developer shall have the right to bond for this installation at the time of final plat recording. The vegetation shall be installed to the City's satisfaction before the first home is occupied.

Additional vegetation was installed in the existing buffer. The only landscape improvements bonded for at this time are the street trees and missing bench and trash can that were part of the alternative landscape plan approval and do not occur within any buffer area.

HEX Condition 24: Tract 997 shall be constructed as proposed in the landscape plan.

Tract 997 was constructed consistent with the approved landscape plan.

HEX Condition 25: 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 item has been addressed in the dedication as shown on the final plat.

HEX Condition 26: If the plat or short 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 item has been addressed in the dedication as shown on the final plat.

HEX Condition 27: Every plat and short plat containing a 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 was provided to the City confirming the title of the lands as described and showed on the plat is in the name of the owners signing the certificate of dedication.

While the Hearing Examiner did not include the conditions related to the Mitigated Determination of Nonsignificance issued for this project in the decision, I have included documentation for each required mitigation item to document the project's compliance with SEPA.

SEPA Condition 1: The applicant shall be required to provide any or all of the sewer improvements necessary as noted in the City's Wastewater Comprehensive Plan (Basin C5) in order to provide the public sanitary sewer to the development. The sewer improvements shall be designed, constructed and accepted by the City prior to the certificate of occupancy of any houses, buildings, or structures associated with the proposed development. Design and construction of the sewer lift station and associated sewer mains require a separate SEPA checklist and review process.

Sanitary Sewer Lift Station 21A shall be designed, constructed and accepted by the City prior to the certificate of occupancy of any houses, buildings or structures associated with this plat. This is a noted condition on the final plat document. At this time, the applicant has bonded for the construction of the entire sewer lift station, and is in the process of constructing the facility. It is anticipated construction will be completed subsequent to final plat approval.

SEPA Condition 2: The applicant shall pay the City's traffic impact fees in accordance with Chapter 19.12 of the Gig Harbor Municipal Code. Additionally, developments may be given credit for impact fees under certain conditions in accordance with Section 19.12.080.

Traffic impact fees will be paid by the applicant at the time of building permit issuance for each individual building lot.

SEPA Condition 3: The applicant shall design and construct separated right and left turn pockets for vehicles southbound on Skansie Avenue turning onto Hunt Street. Figure 910-9a of the Washington State Department of Transportation Design Manual provides for a left turn storage length of 150 feet. These improvements are in addition to and shall be incorporated into, all required frontage improvements. The plans for the separated right and left turn pockets shall be designed in accordance with the City of Gig Harbor Public Works standards and shall be reviewed and approved by the City of Gig Harbor prior to beginning construction. These improvements shall be completed prior to the City of Gig Harbor issuing any certificates for building occupancy at this site.

All required right and left turn pockets for vehicles have been completed and approved by the City along with all frontage improvements.

SEPA Condition 4: The applicant shall pay a pro-rata share of the cost of the "Wollochet Drive Improvement Project" identified in the City's TIP. The pro-rata share of this \$6,000,000 project, in 2006 dollars, shall be \$38,400. Payment of the share shall be received prior to the City signing the mylar drawings for construction purposes. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

Applicant paid pro-rata share prior to approval of Engineering construction plans.

SEPA Condition 5: The applicant shall pay a pro-rata share of the cost for the "Hunt/Skansie Intersection Improvement Project" identified in the City's TIP. The pro-rata share of this \$1,200,000 project, in 2006 dollars, shall be \$8,855.21. Payment of the share shall be received prior to the City signing the mylar drawings for construction purposes. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

Applicant paid pro-rata share prior to approval of Engineering construction plans.

SEPA Condition 6: Prior to final occupancy of the first residence, at a minimum, the applicant shall install a split rail fence either along the wetland buffer or at the back of sidewalk beginning at the easterly edge of the buffer on Hunt Street then along the entry to the easterly edge of the storm water detention pond access driveway.

Fencing has been installed at the edge of the wetland buffer.

- 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.

Director's Decision: Jennifer Kester, Planning Director, recommends that the City Council move to adopt the resolution approving the final plat of Bellesara.

Subject: Bellesara Final Plant Comments:

From: Thomas Wick (thmwic@yahoo.com)

To: moerlerk@cityofgigharbor.com;

Cc: guernseyj@cityofgigharbor.net; malichk@cityofgigharbor.net;

Bcc: edward.j.huline@boeing.com;

Date: Thursday, September 18, 2014 1:47 PM

RECEIVED BY

SEP 18 2014

CITY OF GIG HARBOR

September 18, 2014

Dear Ms, Moerler

Please consider this document, along with a copy of the Developed Conditions Exhibit utilized by Windermere Real Estate to market the development in 2012, my comment for the final plat application for the Bellesara housing development located at 4613 Hunt Street NW in Gig Harbor, WA. Additionally, I will be sending both you and Ms. Guernsey a copy of this document as well as photographs that validate my many claims. As you are well aware, the Bellesara housing development suffers from a multitude of storm-water management related deficits as evidenced by my earlier correspondence with the City of Gig Harbor staff as well as Ms. Hummel, your insurance company's Claims Specialist.

I encourage you to follow up with Ms. Hummel to obtain additional information and photographs that I have provided to her that would aid in rendering a decision that is consistent with the City of Gig Harbor's core values as a municipality with respect to final plat approval for the Bellesara development. *"Dedicated to public service through teamwork and respect for our community."*

I wanted to start by explaining why I don't hold the developer responsible for any of the deficits that now threaten the livability as well as our property value, to include our safety. The developer acted in a manner consistent with established norms for a developer, maximizing the profits from any endeavor they under take. The City of Gig Harbor has a responsibility to ensure that what is permitted and built benefits the community as a whole while at the same time preserving the rights of individuals, protecting them from the ill consequences of limited oversight.

According to the City Clerk, the 2005 Drainage Report that was Exhibit 9 to the Examiner has been lost. Additionally, all of the changes to the Drainage Manual dated April 21, 2008 have also, been lost. It is my belief that these documents were not lost and that they were destroyed; a belief based upon my discovery of the approved storm-water Developed Conditions Exhibit diagram that was used to advertise the development in 2012. According to the Mayor, Ms. Guernsey, the development was approved in 2006 and it was consistent with the Drainage Report prepared by Blue-Line Engineering; that is not possible given the Developed Conditions Exhibit diagram of the storm-water system that was approved in 2012, in no way, resembles the April 21, 2008 Storm Water Drainage Report, a document I was specifically told was used to issue the permits.

The storm-water system, as it is built compared to what was approved in 2012 has three major changes, all of which should have triggered an automatic drastic increase in the retention pond size and capacity; protecting us from the development's storm-water flooding.

1. The discovery of the severe groundwater problem on the northwest property boundary and the installation of a 12" pipe to convey this horrendous volume of groundwater to the retention ponds.
2. The size of Basin 2, specifically, the impervious area within Basin 2 increased from 4,310 square feet to a measured 24,177 square feet; a six-fold increase yet the retention ponds did not increase in size from what was approved in 2012. Please see page 6 in the Storm Drainage Manual dated April 21, 2008, under developed conditions. The text clearly explains that the ponds were over sized to make up for the

water that was un-detained from Basin 2 therefore; increasing the impervious area from 4,310 square feet to 24,177 square feet should have caused a proportionate increase in pond size and capacity, it did not.

3. The removal of all water retaining topsoil despite the approved filling and grading plan recommending the removal of 4,807 cubic yards, not the 40,000 to 50,000 cubic yards that were removed, making the entire site impervious; exceeding the 40% allowed per the City of Gig Harbor Storm Manual.

What I found particularly disturbing is the modification of the text within the Storm Water Drainage Report dated April 21, 2008, the document I was told was used to issue the permits for the development. After the city informed me that they had lost the original documents they explained that they had retrieved a copy of what was suppose to be the originally approved Storm Water Drainage Report dated 2005, from Blue-Line Engineering. Half of the document was missing and the portion I did receive was altered. The areas modified were under the heading: Sources of Water for Erosion, Including Rainfall as well as under Section 5 under Upstream Analysis.

According to the partial 2005 Storm Water Drainage Report that I am in receipt of they specifically stated that they identified a small portion of offsite area (less than ¼ acre) that is tributary to the site. The reference to this offsite flooding source was removed from the April 21, 2008 Storm Water Drainage Report, yet a 12" diameter pipe is now installed to manage a water source that just up and disappeared?

Under the Upstream Analysis in Section 5 of the 2005 Storm Water Drainage Report I was provided they specifically identified two small wetlands identified by the survey on the northwest portion of the site near the north property line, which coincidentally is where the 12" diameter pipe was placed to capture the ground water coming from this location. And again, the text was modified in the 2008 Storm Drainage Manual as evidenced by the removal all reference to any wetlands.

What is truly sad is that rather than address the groundwater problem that was clearly identified in the 2005 Drainage Report, a decision was made to alter the text within the Drainage Manual dated April 21, 2008, leaving the retention ponds as previously designed. It should be noted that the Storm Water Drainage Report is a document that is held and accessed only by going through city personnel, meaning, changing the document was sanctioned by the city, as they had to grant access to this document.

My assertion that documents were altered is further evidenced when looking at Sheet 2 of 3 under the Developed Conditions Exhibit in the 2008 Storm Drainage Manual. That document is dated February 12, 2007 yet the developed conditions that were approved in 2012 are significantly different. Altering this document under the auspices that it was produced in February 12, 2007 is a clear example of deception with the purpose of bypassing the formal change protocols and review that would have no doubt prevented us from being flooded as the retention ponds would have been redesigned to address the extraordinary volume of groundwater as well as the six fold increase in impervious area within Basin 2.

The above issues stem from the decision to utilize the wetland located on the north side of Hunt Street NW as a third retention pond. The first step to this process was to change the discharge from the retention ponds from being hard-piped under Hunt Street NW as shown in the 2012 Developed Conditions Exhibit to a dispersion trench which discharges into the wetland located on the Bellesara site. A permit for wetland creation was issued, despite wetland creation not being required per the Army Corps of Engineers. Mature native trees were removed, at night, in total darkness utilizing truck headlights from the wetland buffer under the guise of wetland creation. Additionally, a large quantity of soil was removed from the wetland buffer, increasing the storage capacity of the wetland. The removal of mature native trees along with the excavation of native soils was forbidden according to the issued clearing and grading plan.

After this was complete the outflow culvert from the wetland was sandbagged to restrict the flow from the wetland; a perfect plan until Hunt Street NW was washed out as a consequence. It should be noted that choosing to occlude the culvert on the south side of Hunt Street NW ahead of anticipated heavy rains was reckless in every sense of the word, as the flooded street could have caused an unsuspecting motorist to lose control of their vehicle.

The plan to utilize the wetland as a retention pond was foiled when the City Inspector packed the culvert on the south side of Hunt Street NW with sandbags the night before a heavy rain, not knowing that the culvert already

had a restricted outflow to the wetland on the north side of Hunt Street NW. The volume of storm water could not go north to the wetland nor could it go south to us, forcing it to overwhelm the street storm-water system which resulted in flooding to the road itself. The water washing over the road is what eroded the soils from the road edge, please see photos.

It should also be noted that in addition to the flooding to my property there are many other issues that deem the development unfit for final plat. The autumn colors you see on most of the trees surrounding the development is not due to seasonal change, it is the early signs of their demise secondary to being planted in crushed gravel and clay which is a direct result of all the soils being removed from the site. Many of the trees have already died secondary to these soil conditions, please see photos.

The sidewalk that skirts the development down Skansie Avenue that continues around Hunt Street NW is a storm-water conveyance path with moderate to heavy rainfall, becoming completely submerged. As a consequence, it causes excessive erosion, carrying silt and debris into CB-30 which of course, discharges into our wetland, an environmental violation with each moderate to heavy rainfall, please see photos.

There is a yard drain installed just above the open space, tract 997 that is grossly inadequate as evidenced by storm-water flowing under the fence and off the southeast corner of lot number 1 during moderate to heavy rainfall. This inadequacy not only contributes to the sidewalk being flooded, it also has the potential to create a life threatening scenario, as the storm-water flows up an over a cement pad upon which an electrical cabinet sits, please see photos.

The frontage improvements for both Hunt Street NW as well as Skansie Avenue show a five foot wide bicycle path as part of the roadway improvements, they were not installed, creating a significant liability for the city should a cyclist become injured while in a turn lane vs. an approved bicycle path that should have been installed but was not.

The wetlands located on the south side of Hunt Street NW have been inundated with silt filled storm-water on three occasions despite enforcement efforts by the Washington State Department of Ecology. The violations show a lack of regard for the sensitive nature of the wetlands as well as a complete disregard for Washington State environmental laws.

Please do not allow this development to proceed to final plat until the flooding to our property is addressed. Approving final plat would be a disservice to the community given the development fails to meet city standards in many respects. Additionally, it will have devastating consequences to us as downhill property owners, not just secondary to property devaluation but potentially to our health and safety as well, please see the photo of a very large mature tree that is within striking distance of our home with the Bellesara storm-waters at its base.

Thank you for your consideration



Thomas P. Wick, Homeowner

RECEIVED BY

September 17, 2014

SEP 18 2014

Dear Kristin Moerler;

CITY OF GIG HARBOR

Please consider this document my response to the final plat application record for the Bellesara housing development located at 4613 Hunt Street NW in Gig Harbor, WA. The decision to forward this document to both you and cc'ing Jill Guernsey (Gig Harbor, Mayor) directly stems from my reluctance to place trust in many of your subordinates, given the wetlands on my property have been silted three times despite the Washington State Department of Ecology intervening on my behalf as well as the mysterious disappearance and alteration of multiple legal documents. As you are well aware, from my earlier correspondence with you, as well as from my neighbor to the west, Mr. Wick, I have grave concerns about final plat approval secondary to the grossly inadequate storm-water system on the Bellesara site and the deleterious impacts to my property coupled with the deceptive practices utilized for permit approval.

Future access to my property will be via a shared driveway with Mr. Wick however, ever since the Bellesara development was put in that driveway becomes submerged with moderate to heavy rainfall, a common occurrence in Western Washington. Needless to say, my driveway being submerged for most of the winter months is an extraordinary degradation to both of our property values. Additionally, this new flooding source has exposed many mature trees to saturated ground conditions, making them especially prone to topple in storm events; a potentially life threatening scenario.

Mr. Wick has uncovered the root causes of the deficits to the Bellesara storm-water system, to include the deceptive actions undertaken by unknown Engineering Department Staff with respect to both the destruction as well as the alteration of multiple city documents, documents the city has a duty to preserve, protect and produce under the public disclosure laws.

The flooding is a direct result of the following:

1. According to the filling and grading permit issued by the City of Gig Harbor the amount of soil to be stripped was 4,807 cubic yards. The developer, with the City Inspector's approval, removed/stripped between 40,000 and 50,000 cubic yards of soil, removing all water retaining soil from the entire site.
2. Removing all of the soil made the entire site 100% impervious given that what is remaining is compacted gravel and clay; exceeding the maximum impervious area allowed, which, according to the Gig Harbor Storm-Water Manual is not to exceed 40% of the development.
3. A groundwater flooding source along the northwest property line was addressed by the placement of a 12" diameter pipe and associated catch basins which discharge directly into the retention ponds. *The retention ponds were not increased in size to address this extraordinary volume of groundwater.* Please note that a 12" diameter pipe is used to direct water out of the retention ponds during a 100 year flood event, hence it can be assumed that by placing a 12" diameter pipe to catch the groundwater all parties concerned fully expect a volume of groundwater equivalent to a 100 year flood, *yet the retention ponds were not increased in size to accommodate this horrific volume of groundwater.*
4. According to the storm-water design that was approved by the City of Gig Harbor in 2012 the installed turn lane on Skansie Avenue, a significant flooding source as it represents a very large impervious area, was not identified as part of Basin 2. According to the approved storm-water plans in 2012, I am only supposed to receive storm-water runoff from Basin 2, a very limited area that discharges into the wetlands located on the northeast corner of my property.

SEP 18 2014

CITY OF GIG HARBOR

Mr. Wick did share with me a discovery he made that I found to be both illuminating as well as tragic with respect to the breach of trust both Mr. Wick and myself placed in the City of Gig Harbor. Mr. Wick was provided a Storm Drainage Report dated April 21, 2008 and was told that it was the document used to issue permits for the construction of the Bellesara housing development. Mr. Wick discovered a diagram of the storm-water system that Union Bank provided to Windermere Real Estate in 2012, a diagram that was utilized to market the pre-approved development.

Please do a Google search for: Real Estate Gig Harbor, WA 4613 Hunt Street NW and you will readily see multiple Real Estate sites that have the diagram of the storm water system as it was approved in 2012, the year it was listed with Windermere Real Estate.

The storm-water drainage plan/design that was approved in 2012 does not match the April 21, 2008 Storm Drainage Report, unequivocal proof that the April 21, 2008 Storm Drainage Report was altered significantly to reflect the permits that were issued in the spring of 2013. The alterations include major changes to the size of Basin 2; increasing it's size dramatically, impacting the amount and quality of storm-water that discharges into the wetlands on my property. The discharge from the retention ponds was changed from being directly piped under the street to being discharged into their wetland via a dispersion trench and of course, the associated piping to address the groundwater flooding issue was added. Additionally, Blue-Line in cooperation with city personnel altered the text within the Storm-Water Drainage Report rendering the document devoid of any credibility or authenticity.

Regrettably, I am compelled to reference an e-mail the mayor sent to me dated May 21, 2014 in which she stated, verbatim: "As you are aware, the Bellesara project was approved in 2006 in accordance with the storm water standards in effect at that time and consistent with the drainage report prepared by BlueLine Engineering". I have to believe that she, a Prosecuting Attorney, the Mayor of Gig Harbor did not willfully convey false information to me in an effort to conceal the truth surrounding these issues, nor do I believe that she would endorse the destruction or alteration of legal documents in an effort to conceal the truth from myself or the public, the people she has been elected to serve. It is my continued belief that she has the integrity and will take the, "high road" when resolving this issue and that she has subordinates that are providing her with misinformation, putting her in a very precarious position.

In summary, Mr. Wick and I know exactly what happened with respect to the flooding that we now experience as a direct result from the Bellesara housing development. It is our belief that the developer, before committing to purchase and develop the property on February 15, 2013, had, at the very least, the Engineering Department's go ahead to make radical changes to the approved plans, addressing the potentially catastrophic flooding from the groundwater that no doubt would have had grave consequences for many of the homeowners within the proposed development.

The developer and the city were 100% successful in addressing the flooding hazards to the homes within the Bellesara site, unfortunately, at my expense, as the flood waters were simply passed on to myself, a downhill property owner via a grossly deficient storm-water management system.

Someone in the Engineering Department chose to destroy the 2005 Drainage Report that was exhibit 9 to the Examiner along with the changes dated February 15, 2007 as well as changes that were made in July 3, 2007. Additionally, multiple alterations to the April 21, 2008 Drainage Report were made so that it would reflect the changes the developer and the city instituted to address the massive groundwater flooding source. At this juncture, the developer, Blue-Line and the City of Gig Harbor made the decision to utilize the onsite wetland as a third retention pond; expanding its capacity by *removal of native trees, cut in total darkness, at eight o'clock at night within the wetland buffer as well as excavating soils from the wetland buffer, despite those activities being strictly forbidden.*

I do know from my conversations with Mr. Wick that both you and Mr. Richards were shown photographs showing Hunt Street NW washed out secondary to the City Inspector packing the culvert that discharges to my property with sandbags the night before an expected heavy rainfall; causing storm-water to flood

SEP 18 2014

the street and washout the road side, further evidence the city was well aware of the development storm-water system deficits. CITY OF GIG HARBOR

The decision to make the wetland a retention pond is further evidenced by the decision to change the pond outflow from being piped directly to me via a culvert located under Hunt Street NW as shown in the 2012 diagram to a dispersion trench that discharges storm-water into the wetland located on the Bellesara site. Had they stuck to what was approved in 2012, the retention ponds would have gone to the 100 year uncontrolled flood stage with every moderate rainfall. Given that obstructing the outflow of storm-water from a wetland is both a violation of state and federal law, not to mention it has the potential to get people killed should the wetland reach flood stage, flood the street and result in a possible icing condition. It is beyond my comprehension as to how and why this was approved by the City Engineer as a viable solution to address off site flooding.

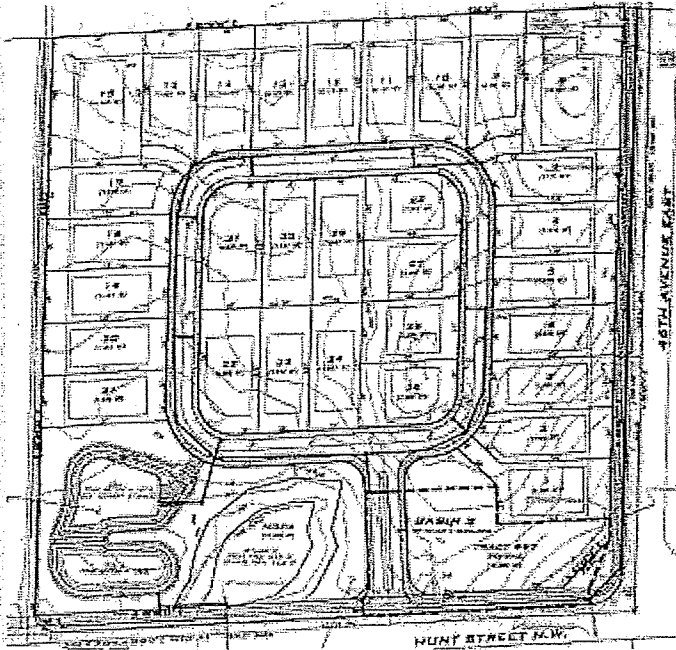
Based upon my research, your signature on the final plat documents indicates that the development was completed in accordance with the approved plans, that it meets city standards and that it was built in accordance with all applicable laws, regulations and rules. Given that the development was not completed in accordance with the approved plans, does not meet city standards and was certainly not done in accordance with all applicable laws, rules and regulations I have an expectation that you refrain from signing and approving the final plat.

Your approval signature, without addressing the storm-water issues, would be akin to making this statement: "The City of Gig Harbor has no regard for your property rights nor do we have any concern for your health and safety."

Sincerely,



Edward J. Hulinek



Listing Courtesy of: Northwest
MLS / Windermere Real
Estate/East, Inc. / Joe Coakley

Disclaimer:

**Gig Harbor Area
Land
4613 Hunt
St NW
Gig Harbor,
WA 98335**

Sold
\$500,000

1/1



Cumulative Days on Market: 309

Sold Date: **02/15/2013**

Lot Size: **8.62 acres**

Year Built:

Views:

County: **Pierce Co.**

Utility Information

- Sewer: Available

Taxes: **\$3,337 (2011)**

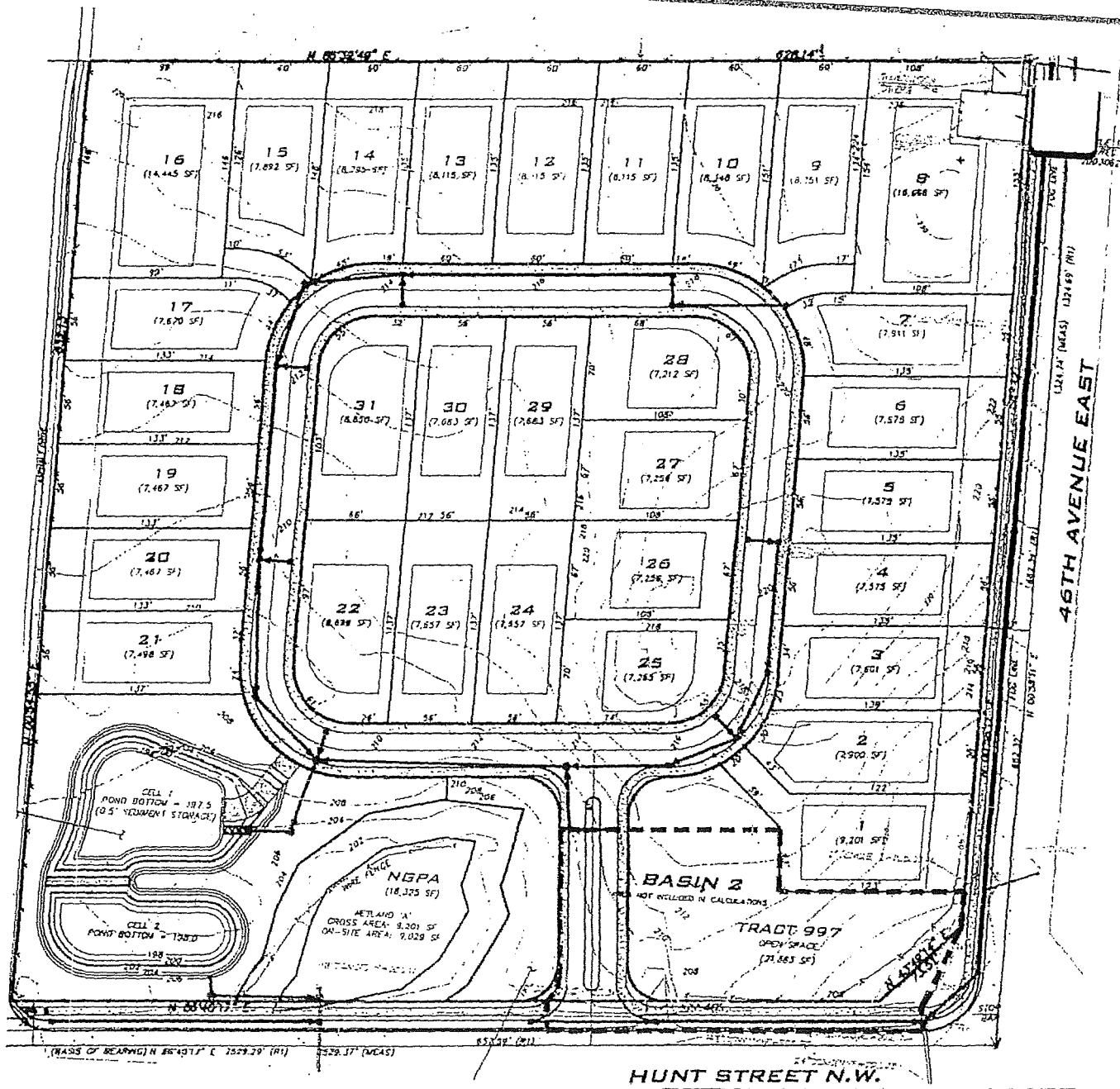
Type: **Land**

Style: **Res - 1 Acre +**

School District: **Pen**

Community: **Gig Harbor**

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SEP 18 2014
CITY OF GIG HARBOR



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SEP 18 2014
CITY OF GIG HARBOR

Wick Photos (received via email, consolidated for review)

Comment provided with Photo:

Documents

Interdepartmental note as well as the developed conditions exhibit that was approved in 2012 as well as the same document that is in the 2008 storm drainage manual.....please note changes.

Sent from my iPhone

9/18/14 11:59

Same images received at 10:56

Comment:

Relevant Documents

Developed conditions exhibit approved in 2012....Developed conditions permitted in 2013...and of course a copy of an interdepartmental note.

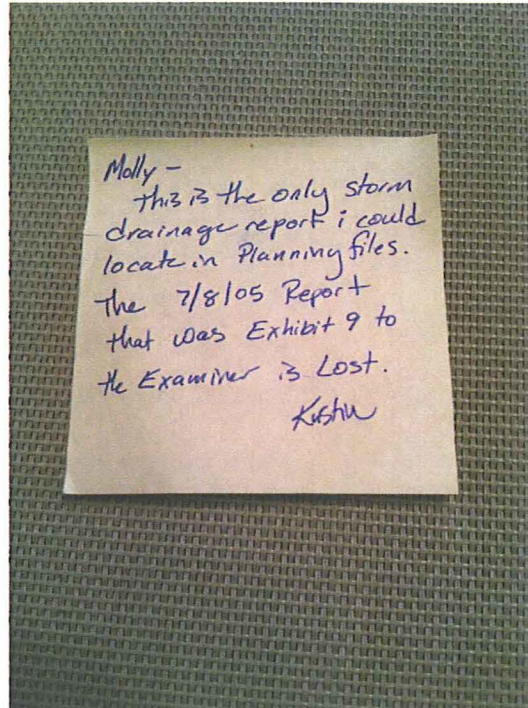


Image 1 of 3 submitted with this email

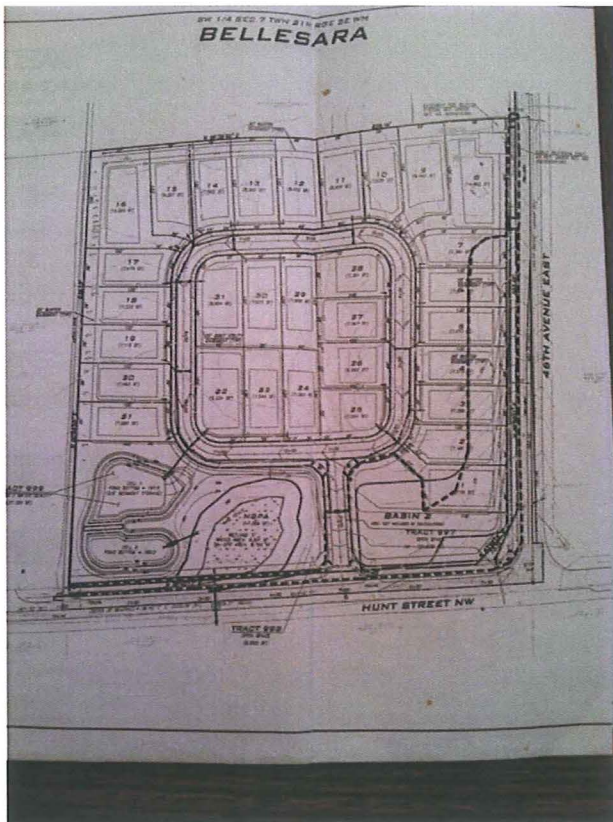


Image 2 of 3 submitted with this email

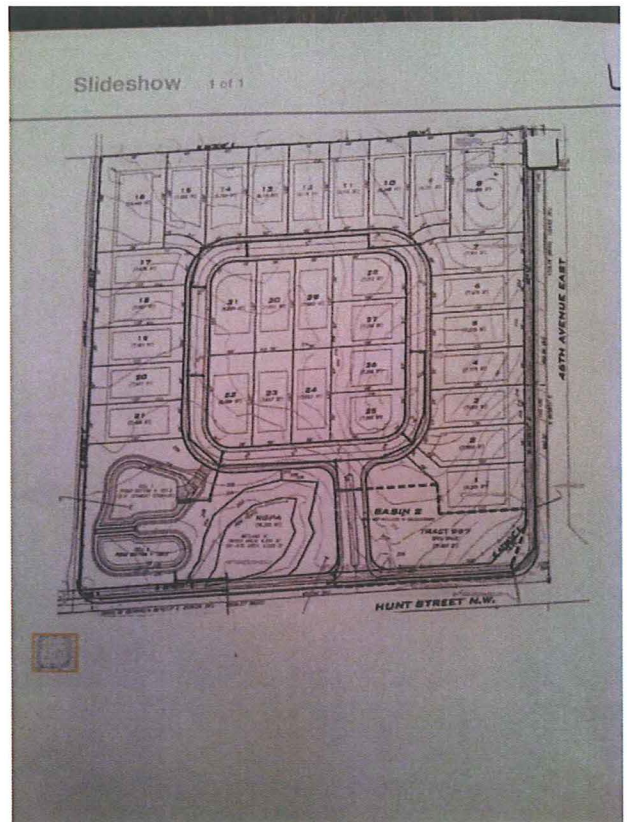


Image 3 of 3 submitted with this email

Wick Photos (received via email, consolidated for review)



Image 1 of 4 submitted with this email

Comment provided with Photo:

Assault on wetland

Breaking branches off of native growth trees with excavator bucket...notice excavator with bucket 10 plus feet in the air while being on the wrong side if the silt fence.

Sent from my iPhone

9/18/14/ 12:12

Same images received at 11:09

Comment:

Assault on wetland

Excavator breaking branches off of native trees within the wetland buffer....removal of soil within wetland buffer...removal of native trees cut down the night before, in total darkness...end result of tree removal and excavation within the wetland buffer.



Image 2 of 4
submitted with this email



Image 3 of 4 submitted with this email



Image 4 of 4
submitted with this
email

Wick Photos (received via email, consolidated for review)



Comment provided with Photo:

Occluded culvert and end result.

Sent from my iPhone

9/18/14/ 12:14



Image 1 of 3 submitted with this email



Image 2 of 3 submitted with this email



Image 3 of 3 submitted with this email

Same images received at 11:19

Comment:

Occluded culvert and end result

Road washed out secondary to culvert being sandbagged...our driveway after the Bellesara development was put in...the culvert 90% occluded with sandbags; The City Inspector's attempt at flood control.

Wick Photos (received via email, consolidated for review)

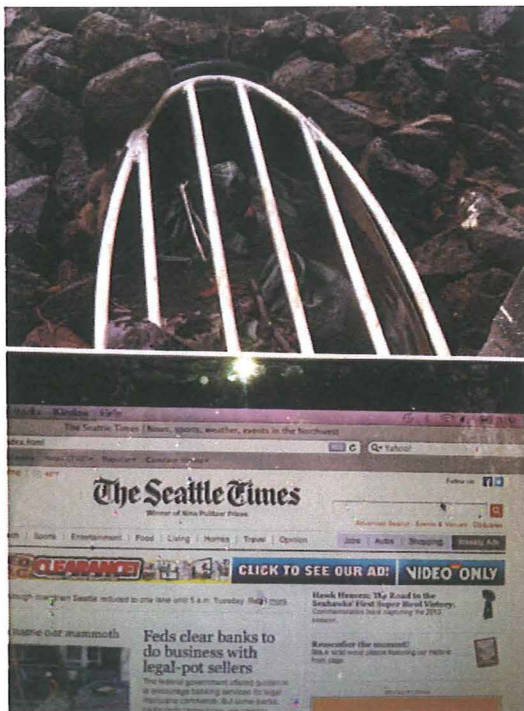


Comment provided with Photo:

Culvert packed sand bags, City Inspector's attempt at flood control

Sent from my iPhone

9/18/14 11:50



Wick Photos (received via email, consolidated for review)

Comment provided with Photo:

Dead and or dying vegetation.

Sent from my iPhone

9/18/14 11:46



Thursday, August 7, 2014 15:18:30

Image 2 of 4 submitted with this email



Thursday, August 7, 2014 15:18:30

Image 1 of 4 submitted with this email



Thursday, August 7, 2014 15:18:39

Image 3 of 4 submitted with this email



Thursday, August 7, 2014 15:19:17

Image 4 of 4 submitted with this email

Same images received at 11:24

Comment:

All trees either dead or dying around the site secondary to removal of all topsoil

Wick Photos (received via email, consolidated for review)

Comment provided with Photo:

Dead trees secondary to being planted in the equivalent of cement

Sent from my iPhone

9/18/14 11:41

Same images as received at 11:27

Comment:

End result of trees being planted in the equivalent of cement

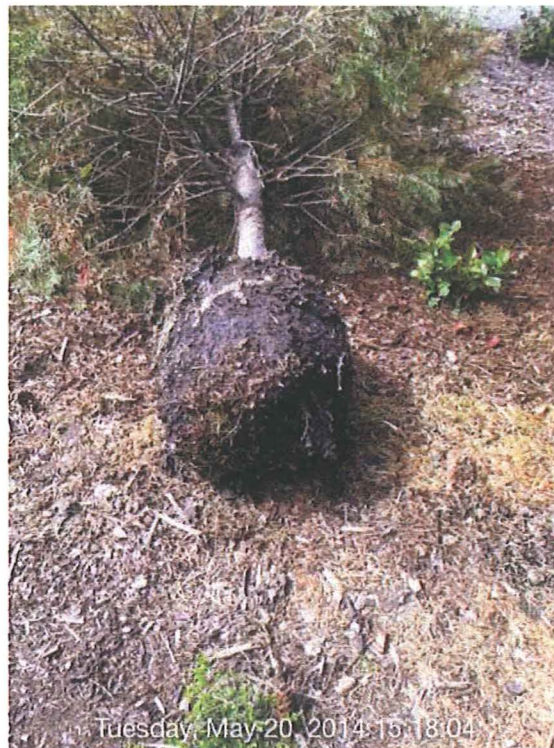


Image 1 of 3 submitted with this email

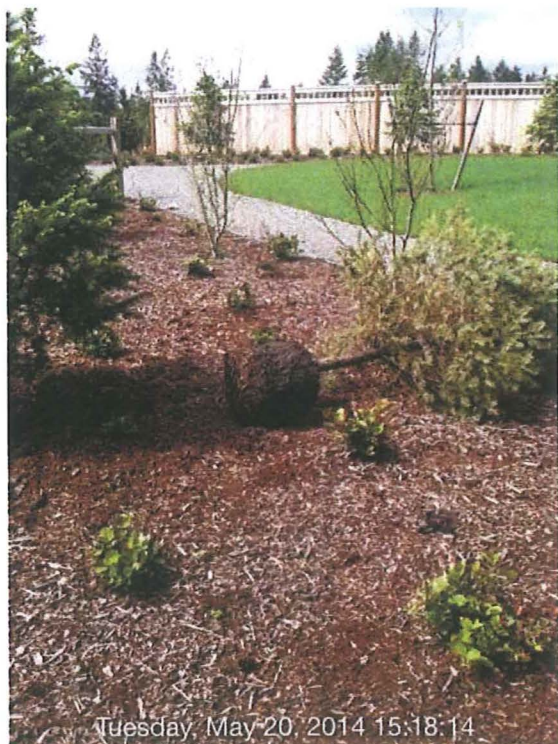


Image 2 of 3 submitted with this email



Image 3 of 3 submitted with this email

Wick Photos (received via email, consolidated for review)



Image 1 of 4 submitted with this email

Comment provided with Photos:

Flooding on corner of Skansie and Hunt St NW

Both the turn lane and the sidewalk are flooded with even moderate to heavy rainfall....note the silt and mulch cutting a rut as the runoff heads to a storm drain that creates an environmental violation with each moderate rainfall.

Sent from my iPhone

9/18/14 12:28



Image 3 of 4 submitted with this email



Image 2 of 4 submitted with this email



Image 4 of 4 submitted with this email

Saturday, August 30, 2014 18:07:52

Wick Photos (received via email, consolidated for review)



Comment provided with Photos:

Bellesara final plat

Sidewalk and turn lane flooded at corner of Hunt and Skansie...Stream of silt and mulch flowing into storm drain on SE corner with each moderate rain-fall....Electrical cabinet pad submerged with moderate rainfall, as evidenced by residual silt and mulch.

Sent from my iPhone

9/18/14 10:44

Saturday, August 30, 2014 18:03:34

Image 1 of 3 submitted with this email



Saturday, August 30, 2014 18:07:45

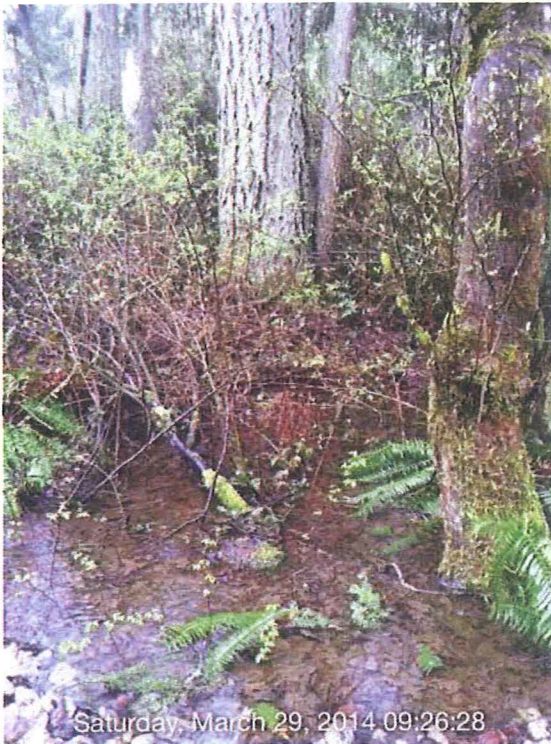
Image 2 of 3 submitted with this email



Saturday, August 30, 2014 18:19:55

Image 3 of 3 submitted with this email

Wick Photos (received via email, consolidated for review)



Comment provided with Photo:

This is just one of many trees that now have a marked increased chance of falling on our house secondary to the flood waters from the Bellesara site saturating the soils at their bases.

Sent from my iPhone

9/18/14/ 12:42



Comment provided with Photo:

Retention ponds in March with the water inches from the 100 year flood level

Sent from my iPhone

9/18/14 12:36

Wick Photos (received via email, consolidated for review)

Comment provided with Photo:

Resend of ground water pics in our area in May

Sent from my iPhone

9/18/14 11:39

Same as images received at 11:29

Comment:
Severity of ground water in our location....in May!

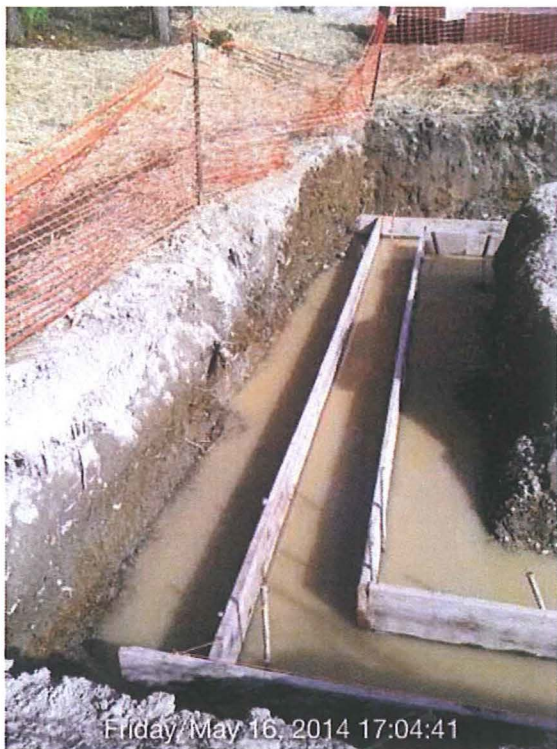


Image 1 of 4 submitted with this email



Image 2 of 4 submitted with this email

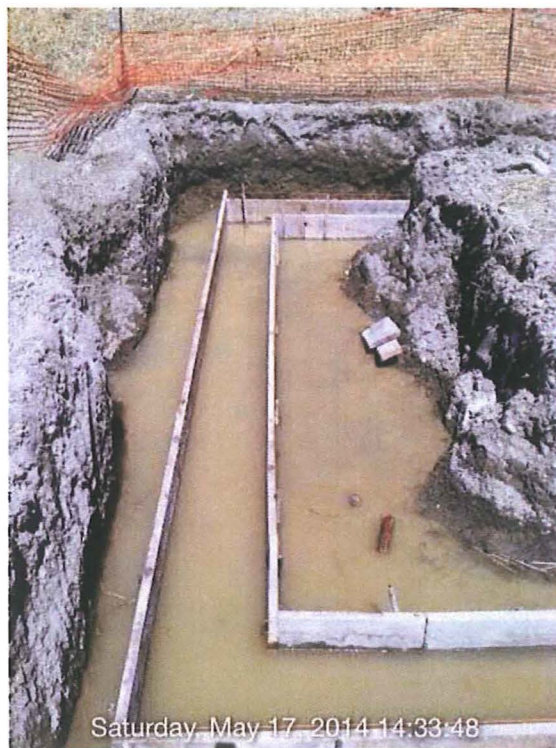


Image 3 of 4 submitted with this email

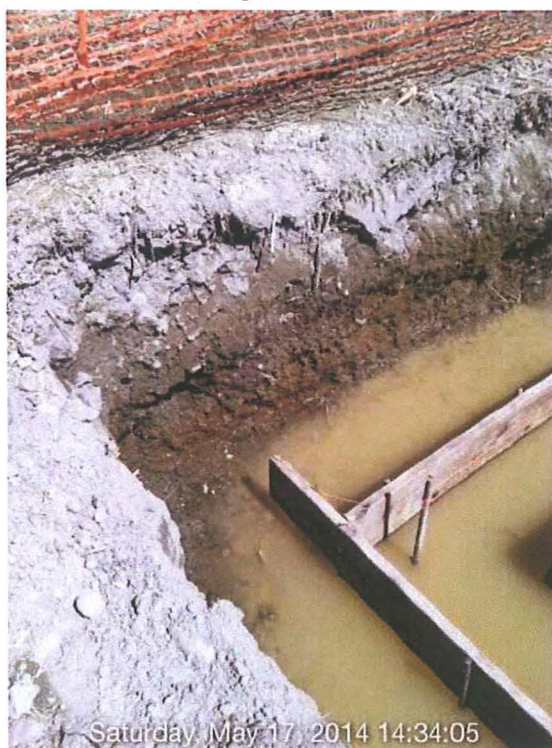


Image 4 of 4 submitted with this email

Wick Photos (received via email, consolidated for review)

Comment provided with Photo:

Confirmation that all soils were removed and disposed
of in violation of state law

Sent from my iPhone

9/18/14 11:36





DEVELOPMENT SERVICES

TO: Mayor Guernsey and City Council
FROM: Planning and Engineering Staff
SUBJECT: Response to Public Comments submitted for Bellesara (Heritage Wright)
DATE: October 22, 2014

Executive Summary:

A number of public comments were submitted by two adjacent owners with property located south of the subject site. Their comments allege inconsistencies located in documents associated with the development of the site obtained from the City. The comments principally allege City staff revised and deliberately destroyed documents related to the project and that the stormwater system constructed at the site is insufficient for final plat approval because of the failures of staff.

Staff has reviewed the comments in detail and concluded that the alleged inconsistencies noted in the comments relate to changes made to the project documents by the project applicant during the revision process that occurred between preliminary plat approval and civil permit approval which documents the approval of the final engineering. The allegations against staff reflect a misunderstanding of the permit review process, what preliminary engineering includes and the normal changes a project undergoes before final engineering is approved.

Additionally the applicant had significant storm water and erosion control deficiencies over the last year that required correction during construction. These deficiencies yielded off site erosion, street flooding during significant rain events and several stop work orders being issued to the applicant until corrections were made. Staff required the applicant to address certain comment items and their responses as relevant are incorporated in this document.

The City approved as-built plans, including the stormwater facility, in August after determining the project as constructed complied with all relevant public works standards and the terms of the preliminary plat. Similarly the City accepted the wetland mitigation as-built report which documented that the wetland and buffer mitigation were successfully installed. Landscape and wetland mitigation monitoring and maintenance is ongoing at the site in accordance with the municipal code and terms of the preliminary plat approval. While additional comments were submitted relative to off-site downstream conditions, the final plat approval criteria are about if the project complied with the terms of the preliminary plat approval and related codes. Staff concludes that the project has complied with the terms of the preliminary plat approval, related codes and warrants final plat approval.

Public Comment format notes:

Staff has provided Council with complete copies of both of the public comment letters received during the notice of application period for the final plat of Bellesara for your review. Staff has also provided a

consolidated report that includes the photos and related email text that was submitted by Mr. Wick to supplement his comment letter. Staff consolidated the images and text to limit the size of the council packet relative to this review. Where the same image was submitted multiple times with different text, staff has included both sets of text even if only slightly different.

Un-consolidated versions of the comments are also on file with the City Clerk and the Council also has a copy provided in the Council office for their review that includes each email, each photo printed on 8 ½ x 11 size paper and the attached text file that accompanied each image. Please note many of the text files were blank and appear to relate to the use of an i-phone to email the images.

Staff Responses to the assertions made in the public comment letters:

The following addresses the assertions made in the comment letters and related emails and provides responses relative to the Final Plat approval criteria.

- 1. First it is important to respond to the general issue relative to changes made between preliminary plat approval and final plat, particularly as it relates to preliminary engineering and final engineering.**

Preliminary Plat is generally known as the land use entitlement phase of the permit process for subdivisions of land. It is at the preliminary plat stage that the applicant demonstrates compliance with the land use regulations applicable to the development and provides preliminary engineering to document that the site proposal can provide the required infrastructure to serve the proposed development within the plat. Engineering at this stage is considered preliminary in nature as it provides enough information to determine the functionality of water, sewer, stormwater, and roadway infrastructure. The preliminary plat phase is also where SEPA review, and the public hearing occurs that allows the public to comment on the proposal. Under state law, this is also when vesting to codes is established and is the permit process wherein all conditions of approval are established for the proposed development.

Following preliminary plat approval the applicant then must undergo the civil engineering design review process which is principally about and establishing the final engineering of the required infrastructure and reviewing the construction plans for the development. It is at this time that an applicant must demonstrate full compliance with all the applicable public works standards including the applicable stormwater ordinance for the development of the infrastructure.

Final plat occurs either after the development is constructed or after bonding is accepted for the work needed to construct the plat based on the approved civil permit, or as in this case a combination of partial construction completion and bonding. The review of the final plat is limited to determining the compliance of the development with the terms of the preliminary plat approval. The City cannot impose new conditions, hold new public hearings, or otherwise change the terms of the initial approval.

- 2. Review Process and Changes in reports or plans generally:**

It is typical during any review process to receive plans and reports multiple times during the review process. These revised plans/reports include changes both relative to specific review

comments from the City and may include changes unrelated to City comments that the applicant has proposed. It is relatively rare for the initial proposal to be approved in the first iteration of plans and reports given the many requirements applicable to development.

As public record retention requirements associated with permit approvals relate to approved documents, the typical process for review includes retaining the most recent version of a document which is generally purged after a newer updated or revised report and or set of plans is submitted and reviewed. While at times staff has maintained a copy in the file of each review submittal for record purposes, this is not typical particularly for large reports as file storage space is limited.

3. Allegation that Staff revised storm water reports associated with Bellesara:

As plans and reports are routinely received multiple times during the review it is not surprising that there are multiple reports that exist which are different. In this case it is clear from reviewing the City's database that the Civil review of Bellesara included at least five different submittals that were routed to staff for review, and it is likely that revised stormwater reports would have been submitted each time the plans were resubmitted for review by the City.

The fact that multiple versions of a report exist in the City files is not a result of staff revising the reports, rather it reflects that multiple versions of a report were submitted to the City by the applicant for review and retained for various purposes.

4. Lost Exhibit #9 to the Hearing Examiner Decision:

It is a fact that the City Planning files do not contain exhibit #9 (Preliminary Drainage Report, Blue Line Group, July 8, 2005) to the Hearing Examiner's Decision approving the preliminary plat for the Bellesara site. Staff does not know when this item was lost or how. When a public records request came in recently for such reports, staff noted that the report was lost. When this was discovered City staff in multiple departments diligently searched for the document in all relevant files and when unable to locate the original, a text version was obtained from the Engineering Firm who developed the report. There is no way staff can determine if that retrieved document is in fact the same as what was considered at the hearing.

Exhibit #6 which is the preliminary plat plan set, has always been on file with the City Planning Department and includes a stormwater layout as a part of the utility plan on sheet 2. This stormwater layout is substantially similar to that which the commenters obtained online via a Windermere website as it shows the storm water being piped directly to the culvert under Hunt (bypassing the wetland). It also includes notes relative to the general design that clearly indicate the design is not final as pipe sizes are expressed in ranges as is the detention quantity.

5. Responses to Mr Wick's three reasons the storm pond should have grown drastically.

a. Groundwater at northwest property boundary

The offsite drainage area north of the project site was acknowledged in the storm drainage design for the project and was accounted for in the pond sizing design to accommodate the additional stormwater flows. This is customarily done when

development projects receive offsite stormwater onto the project site, and is in compliance with the applicable stormwater ordinance for this project.

b. Size of basin #2

When designing stormwater facilities for a project of this nature, the stormwater design sub-basins are dependent upon topography as well as the design engineer's discretion. The ultimate requirement for a project is to control the stormwater discharge from the developed project site as a whole so that it complies with the allowable discharge rates as dictated by the applicable stormwater ordinance. That is, any number of "designed" drainage sub-basins for the project may be "created" so long as the cumulative allowable stormwater discharge rates from the project taken as a whole complies with the allowable discharge rates per the applicable stormwater ordinance. Per the project Engineer of record, and the City's review process, it has been concluded that these requirements have been achieved.

c. Removal of topsoil (making entire site impervious).

The site development included the mass clearing and grading of the site, which is allowable by ordinance. According to the 1979 USDA Soil Conservation Service (SCS) maps for Pierce County, the site soils consist of areas of loamy sand and gravelly sandy loam. The associated stormwater runoff characteristics of the soils is described by the SCS as medium and the erosion hazard is moderate. These generalized soils parameters are consistent with site specific soils samples taken and tested by the project geotechnical engineer of record. As such, the cleared and graded site is not impervious rather it is permeable within the runoff parameters of the soils characteristics.

6. Response to allegation that wetlands at north property line were referenced in some storm reports and later removed:

Exhibit 7 to the preliminary plat approval, is the Wetland report and includes documentation of "seasonally wet areas" that were investigated by the biologist near the north property line. This exhibit documented that while these areas clearly received water seasonally, they were not wetland areas. The 2005 storm report, if it included a reference to wetlands at the north property line as indicated in the document retrieved from the consultant, was inconsistent with the findings of the biologist who investigated and determined no wetlands in that area. It would appear appropriate that the reference to wetlands was removed in subsequent reports as the engineering was being reviewed for full compliance during the civil review and wetlands were not located in this area per the biologist.

7. Response to Wetland Mitigation Area as a third Stormwater Pond:

The creation of a wetland mitigation area should not be construed as a back door attempt to create a third stormwater pond. The applicant proposed to include wetland mitigation not required by the preliminary plat approval. The preliminary plat approval included allowance for the portion of the wetland located adjacent to Hunt Street to be filled to allow for installation of the required frontage improvements including a sidewalk. Staff at the time of preliminary plat approval exempted this fill under provisions that exempted wetland fill from mitigation within

rights of way. This fill functionally removed wetland areas that were documented as contributing to the surface water holding capacity of the area (among other benefits). The applicant proposed to comply with the City's mitigation requirements by providing a 2:1 replacement wetland area as well as compensation associated with the habitat functions of the wetland. The applicant made this proposal to maintain the wetland functions existing on the site prior to development.

It should additionally be noted that the revision to the stormwater plans that caused the stormwater pond outfalls to be directed to the wetland in lieu of piping the outfall directly to the culvert as indicated in the preliminary plat plans (exhibit 6), is directly related to maintaining the historic hydrology (water flow) that created the wetland. Please be aware that a Civil review letter dated 4/19/2007, comment #30 stated: "Section 3, pg. 7 (of the storm report) per 14.20.490 of the Gig Harbor Public Works Standards: discharges to the wetlands shall maintain the hydroperiod and flows of pre-developed site conditions. This flow may be maintained from discharge of clean impervious surfaces (roofs/stormwater) or from treated stormwater run-off from pollution-generating impervious surfaces."

Blueline Engineering (as applicant) addressed this issue on 7/16/2007 by responding: "The detention and water quality pond now discharges to the on-site wetland via a dispersion trench to maintain the hydroperiod and flows of the pre-developed site conditions. An overflow route out of the wetland is maintained via the replacement of the existing culvert that crosses Hunt Street and flows south."

While the City could not require the wetland mitigation area be installed (the City cannot change the terms of the preliminary plat approval after the fact), the City did require that the stormwater be directed to the wetland in compliance with the terms of the stormwater manual to which it was vested. Further the City allowed the applicant to include the proposed mitigation as it was proposed in compliance with wetland regulations to which the project was vested.

8. Response to "assault" on the Wetland (images):

The comments and images submitted include photos of the work being done within the buffer of the wetland. The photo showing the small white and red excavator was taken in the mitigation area where vegetation was removed to lower the grade within the wetland consistent with the mitigation plan. While trees were not noted as to be removed in the plan, the plan was approved in 2008 based on the conditions in 2005. In 2013 several quick growing deciduous trees existed that were removed, that had likely been perceived as part of the shrub layer at the time of the permitting. The image of a depression is the same area after soils were removed to lower the grade to create the new wetland area as part of the plan. The photo with the large yellow excavator appears to be the construction of the Serenity Loop road approach near the wetland mitigation area and buffer. The photo with the smaller yellow excavator on the wrong side of the silt fence occurs within the buffer on the far side of the wetland where several fir trees exist. The mitigation plan did authorize the use of mechanical equipment to facilitate the removal of invasive species vegetation which previously dominated the understory of this area as a part of the buffer enhancement plan.

Prior to accepting the construction of a mitigation plan, the City code requires a construction or as-built report documenting the installation complied with the mitigation plan. The report

concludes that the wetland as mitigated improves the functions and values associated with the wetland and met the intent of the mitigation. Staff review of their conclusions vs the conditions of the wetland as documented in 2005 reports yield the same conclusion. The applicant and subsequently the home owners association for the plat will be obligated to monitor and maintain the improvements made to the wetland and buffer areas.

9. Response to alleged sandbagging of the Culvert:

City staff did not sand bag the culvert. Staff contacted the applicant to address this particular item as we were aware of the sandbags and based on notes made by the City's inspectors, believed it to be in response to direction received by the applicant from the State Department of Ecology in regards to the applicant's compliance with their Construction Stormwater Permit, issued and enforced by the Department of Ecology. The following response was received from the applicant based on their records (inserted text taken directly from applicant's response):

"Our CESCL certified project manager, in conjunction with feedback from Department of Ecology and site circumstances deemed it appropriate to install sandbags at the outfall of the pipe on the south side of Hunt Street in the fall of 2013 at the outfall point of the Bellesara storm system where it crosses under Hunt Street. The sandbags were placed shortly after the storm drain modification was completed and prior to the "trash rack" being installed. The sandbags were placed in an effort to monitor water outfall and help reduce sediment and or debris coming from the newly excavated pond and enhanced wetland in Bellesara. This is one means we used in determining how much debris and sediment might pass as it gets stopped at the sandbags, while allowing the water to continue to pass. In looking at the pictures provided by the City of Gig Harbor, it is clear water was continuing to pass through with the sandbags present, but at a slower rate and with less velocity. The sandbags would help insure debris from the project was not passing into the downstream drainage course. These measures, in conjunction with the installation of the trash rack, and baker tanks on site, are intended to filter water discharge and reduce turbidity in the water discharged from the storm ponds and the wetland. These selected BMP's, along with others are commonly used in site development. As can be seen in the pictures, the sandbags at the outfall point did not eliminate the flow of water from the ponds, nor can it be assumed that the sandbags caused the erosion in the picture between the two cones. That erosion is some 5-6 feet ABOVE the discharge point of the pipe. For that erosion to be caused by the sandbags, the entire Bellesara pond system and wetland would have had to overflow on to the road system. At no time that we are aware of did this ever occur.

As a part of the development process of the plat and the widening of Hunt Street, storm drainage catch basins and conveyance systems are installed. In catch basins, filter socks were installed both in the internal plat roads, and on Hunt Street and Skansie Avenue. This is a plat development requirement which serves the purpose to mitigate and reduce sediment and debris from entering the storm drainage systems. It appears that during a heavy rainfall, the surface streets may have been overrun with water due to the presence of the socks in place in the Hunt Street drains. It is possible the water could not enter the storm system fast enough to keep up with the rainfall. As a result,

water may have run across the road and washed out some of the fresh backfill above the outfall pipe which is a low point in Hunt Street. The picture provided by the neighbor suggesting water on his driveway is not clear. It might be assumed due to the proximity of the photo of the shoulder erosion to Mr. Wick's driveway, that surface water on that day ran down his driveway as well, but it is unclear what the driveway represents and it can't readily be determined where that photo is taken, on which occasion it was taken, and how much water was on his driveway. His driveway slopes downhill from Hunt, and we don't have any pictures to determine how much water might have sheeted on to his driveway before prior to the installation of Hunt Street improvements. Given the south side of Hunt Street was not altered, the water on his driveway should not be impacted from the Bellesara development assuming the Hunt Street storm system is sufficient to handle roadway water which engineering determines it be."

10. Response to alleged downstream flooding of property:

Staff cannot speak to the conditions that occur on the Wick or Hulinek sites. These properties exist on the south side of Hunt, outside City limits. They are clearly downstream of the Bellesara site and historically have received stormwater via the culvert that exists under Hunt. The driveway referenced by both commenters and serving their sites slopes down away from Hunt, and as shown in their photographs conveys water during storm events. The grade of the driveway and how it relates to the flow of the water after leaving the south end of the culvert are not conditions created by this application. Similarly staff cannot speak to the images of the water photographed on the Wick site where a foundation was being constructed, although encountering water below grade is not uncommon during construction.

The project was required to conform to the 2006 Stormwater Manual, which requires that after treating and detaining stormwater in accordance with the manual that it be discharged to the location where it would have left the property prior to development, in this case it is clearly the culvert that occurs under Hunt that discharges to the Wick property.

11. Response to dying Landscape plants:

Staff has been in contact with the applicant about maintaining their landscaping. The photos of trees taken in May, are of trees that were being replaced at staff's direction prior to accepting the installation of the landscaping on the site. Additional trees have died since that time. The summer weather which included more days over 80 degrees than typical for this area, as well as a late spring planting date likely contributed to the failure of a number of trees to survive the summer. The applicant has replaced a number of dead trees, and is monitoring additional trees during the winter to see if they will recover, or require replacement in the spring. This is not uncommon for projects that have recently installed large areas of landscaping, and is a required maintenance item pursuant to GHMC 17.78.120. This is noted on the face of the plat and will become part of the homeowner's association responsibilities.

12. Response to photo of grade cut adjacent to site:

The photo appears to have been taken near the intersection of Hunt and the access road to the plat (Serenity Loop) in the vicinity of the open space tract. While we cannot read the tape

measure in this image, the amount of cut appears consistent with the permitted grading in this area. Staff is not aware of any violation associated with the disposal of soils off site relative to state law.

13. Response to Sidewalk Flooding:

The landscape strips between the sidewalks and the curb and gutter along both project frontages of Hunt St and Skansie Ave, were originally constructed with topsoils and bark mulch mounded between the sidewalk and the curb. This mounding of the landscaping prevented the runoff from the sidewalks to travel across the landscape strips and into the gutters and roadway drainage system as required by the Public Works Standards. The applicant has subsequently remedied this situation and is under perpetual obligation to maintain this drainage function.

14. Response to Yard drain adequacy:

Newly installed landscape areas often experience erosion during rain events prior to achieving establishment of the groundcovers and other plant materials. The combination of the landscaping and area drain noted is expected to control the stormwater runoff adequately once adequate vegetative establishment is achieved.

15. Response to Missing Bike Lane:

The applicant constructed the additional pavement width along Skansie Ave per the conditions of their Preliminary Plat. This provides an incremental improvement for future bike lane facilities within the City, which is customarily achieved as developments occur. The City has deferred the demarcation of the bike lane until such time as there are bike lane facilities entering and exiting the project frontages allowing it to function safely and appropriately.

16. Response to lack of respect for environment and silt migration on three occasions to the south side of Hunt:

There were occurrences where the project site failed to maintain adequate temporary erosion control measures during this project. The City informally stopped work on the project in the fall of 2013 shortly after rain events occurred that resulted in erosion of the site as there was a noted lack of adequate erosion control measures in place as required by permit. The site was also issued an official stop work letter in the spring of 2014 after erosion control measures were again out of compliance at the site. The sandbags indicated in the photographs are just one of the measures implemented by the applicant in an effort to comply erosion control requirements and offsite discharge control. Other measures also occurred on the site to establish temporary and long term erosion control at the site. Since that time the applicant has completed the installation of the stormwater ponds and related infrastructure.

As noted above, the onsite wetland functions are improved by the mitigation done to the wetland and related buffer.

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JAN 11 2007

COMMUNITY
DEVELOPMENT

BEFORE THE HEARING EXAMINER
FOR THE CITY OF GIG HARBOR

In Re: the Application of Erik Farstad and
Bennett Development, regarding Heritage
Wright Subdivision,

SUB 05-1129 & DRB 05-1130

FINDINGS, CONCLUSIONS AND
DECISION

I. SUMMARY OF DECISION

The applications for design review and a preliminary plat for the Heritage Wright Subdivision, to subdivide 9.06 gross acres into 31 lots and two tracts, located at 4613 Hunt Street NW, within the City of Gig Harbor, are approved with conditions.

II. SUMMARY OF PROCEDURE

A. Hearing. An open record hearing was held in the City of Gig Harbor on December 13, 2006. The Hearing Examiner left the record open until December 20, 2006, to allow for receipt of any appeals of the City's administrative design review decision dated December 6, 2006. No appeals were filed by the December 20 deadline, and the record on this matter is now closed.

B. Exhibits. No proposed exhibits were rejected. The Examiner had the complete City file available for review, and specifically admitted the following exhibits:

1. Staff Report to Hearing Examiner for SUB 05-1129 and DRB 05-1130, dated December 6, 2006;
2. Preliminary Plat Application, received by City November 23, 2005;
3. Design Review Application, received by City November 23, 2005;
4. Statements of Complete Application, SUB 05-1129 and DRB 05-1130, dated January 26, 2006;
5. Affidavit Agent Authority, dated December 28, 2005;
6. Preliminary plat plans, received by City December 5, 2006;
7. Wetland Analysis Report, by Wiltermood Associates, Inc., dated June 27, 2005;
8. Geotechnical Engineering Study, by Earth Consultants Inc., dated June 9, 2005;

KENYON DISEND, PLLC

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9. Heritage Wright Preliminary Drainage Report, by The Blue Line Group, dated July 8, 2005;
10. Wright Plat Traffic Impact Analysis, by Gregory B. Heath, dated June 15, 2005;
11. Signal Warrant Analysis, by Gregory B. Heath, dated May 16, 2006;
12. Memo from Gig Harbor Community Development dated November 20, 2006, regarding Corrected MDNS for Heritage Wright Preliminary Plat; Memo from Gig Harbor Community Development dated November 20, 2006, regarding Request for Comments – MDNS – SEPA #05-1128; CORRECTED Mitigated Determination of Nonsignificance, issued November 20, 2006;
13. Memo from Jeff Langhelm, Associate Engineer, to Eric Mendenhall, Associate Planner, regarding Heritage Wright Plat comments, dated November 20, 2006;
14. Memo from Dick Bower, Building Official/Fire Marshal, to Diane Gagnon, regarding Heritage Wright Plat comments, dated December 4, 2006;
15. Memorandum from Jeff Langhelm, Associate Engineer, to Tom Bonsell, Associate Planner, regarding SEPA comments, dated October 13, 2006;
16. Letter from Pierce Transit to Tom Dolan, Planning Director, regarding SEPA comments, dated November 27, 2006;
17. Letter from Amber Santiago and the Puyallup Tribe of Indians, regarding SEPA comments, dated November 21, 2006;
18. SEPA comments from Alana Hess of Washington State Dept. of Transportation, by e-mail sent November 29, 2006;
19. SEPA comments from Steve Winter of Pierce County Traffic Division, by e-mail sent November 29, 2006;
20. Affidavit of Posting, dated November 28, 2006;
21. Statement of Mailing, dated November 20, 2006, and Notice of Public Hearing, dated November 17, 2006;
22. Design Review Board Notice of Recommendation (DRB 05-1130), dated September 14, 2006;
23. DRB Staff Report, dated September 7, 2006;

1 24. DRB Notice of Administrative Decision, dated December 6, 2006;

2 25. Three letters to Hearing Examiner from Doug Smith, Robert and Linda
3 Welander, and Mitchell Brells, P.E., Pierce County Development
4 Engineering Manager, received December 13, 2006, December 11, 2006,
5 and December 12, 2006, respectively;

6 26. Appendix B to 2003 International Fire Code, Fire-Flow Requirements for
7 Buildings, pages 371-372;

8 27. Material submitted by Elizabeth Kreiselmaier, Ph.D., at hearing on behalf
9 of Friends of Pierce County, including:

10 a. Letter to Michael Kenyon, Hearing Examiner, from Elizabeth
11 Kreiselmaier, Ph.D., dated December 12, 2006, regarding SUB 06-
12 1248 and CUP 06-1251 – The Courtyards at Skansie Park Conditional
13 Use Permit Application;

14 b. Letter to Michael Kenyon, Hearing Examiner, from Elizabeth
15 Kreiselmaier, Ph.D., dated December 12, 2006, regarding PL-APP 06-
16 0001 Appeal of SEPA MDNS for the Courtyards at Skansie Park
17 (SEPA 06-1250);

18 c. Traffic count information (start date 12/7/06);

19 d. Appeal of the MDNS for Courtyards at Skansie Park by Robert L.
20 McComas, dated December 12, 2006; and

21 e. The Courtyards at Skansie Park Site Plan, Figure 1;

22 28. Proposed Revision to Staff Recommended Condition No. 18, SUB 05-
23 1129, DRB 05-1130, submitted to Hearing Examiner at hearing by Nancy
24 Rogers; and

25 29. Proposed Revision to Staff Recommended Condition No. 23, SUB 05-
1129, DRB 05-1130, submitted to Hearing Examiner at hearing by Nancy
Rogers.

C. Pleadings. In addition, the Hearing Examiner considered the following:

1. None.

D. Testimony. The following individuals provided testimony under oath:

1. The Staff Report was presented by Eric Mendenhall, Assistant Planner;

2. Nancy Rogers;

- 1 3. Ron Hardy;
- 2 4. Rachel Wellman;
- 3 5. Robert Welander;
- 4 6. Elizabeth Kreiselmaier;
- 5 7. Robert White;
- 6 8. Patricia Martin; and
- 7 9. Cherie Durham.

8 III. FINDINGS

9 1. The applicant has submitted a preliminary plat application for the Heritage
10 Wright Subdivision, located at 4613 Hunt Street NW, Gig Harbor (Assessor's Parcel No.
11 0221073086), to divide 9.06 gross acres into 31 lots and two tracts. As designed, the lots
12 adjacent to Skansie Avenue will be through-lots having two front yards. Those particular
13 lots will have access from the interior proposed right-of-way. Access will not be
14 permitted from Skansie Avenue. The site contains few trees and was used for livestock
grazing in the recent past. There is a small Category III wetland on the south central
portion of the site that has been placed in open space. The parcel also contains several
existing structures that will be removed during plat construction. Ex. 1.

15 2. In addition to the open space which will hold storm water facilities and
16 wetlands, the applicant has set aside approximately 22,000 square feet of additional open
space in the proposed plat.

17 3. Lots in the preliminary plat would range in size from 7,212 to 15,758 square
18 feet, and impervious surfaces would be limited to 40% of each respective lot. Ex. 1.

19 4. The subject property was annexed into the City of Gig Harbor, under
20 Resolution No. 652, on August 22, 2005. The pre-annexation Comprehensive Plan
21 designation was Residential Low, with a Zoning Designation of R-1. At the time of
22 annexation, the property was used for agricultural purposes and is currently in pasture.

23 5. The site slopes gently downward at an approximately four percent slope from
24 the northeast to the southwest. The site contains grass and trees, and the trees are
25 primarily in the wetland buffer areas. A wetland and its buffer are located on the
southerly portion of the site adjacent to Hunt Street NW.

6. Zoning for the subject parcel is R-1, Residential, with a maximum of four
units per acre. Adjacent zoning and current uses include:

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- a. North: R-1 – Single-Family Homes
- b. East: RB-2 – Vacant
- c. South: Pierce County, Single-Family Res.
- d. West: Pierce County, Single-Family Res.

7. The site is designated as Residential Low (RL) in the City’s Comprehensive Plan.

8. The subject parcel is accessed off of Hunt Street NW. Washington Water is the water purveyor for the site. The City of Gig Harbor is the sewer purveyor for the site. Several new public roads will be built within the plat for vehicular access to the homes. The plat also includes a stormwater pond with two separate cells, and new water, sewer, and other utility lines. Ex. 1; testimony of Ms. Rogers.

9. Pursuant to GHMC 17.16.010, the R-1 zone is intended to provide for new low density, single-family residential development, while preserving the character of the existing single-family residential areas.

10. GHMC 17.16.060 sets forth the Design Manual setbacks for single-family residences. The required setbacks for single-family residences on individual lots are:

- FRONT SETBACK..... House – 20 feet
Porch – 12 feet
Garage – 26 feet
- SIDE SETBACK..... 8 feet
- REAR SETBACK..... 30 feet (GHMC 17.99.290(A))

11. The maximum lot area coverage in the R-1 zone is 40%, compliance with which will be determined when building permit applications are submitted.

12. GHMC 17.78.060(B) and 17.89.060(A)(2) require a 25-foot buffer around all residential developments in the R-1 zone. This buffer width may be reduced if the Planning Director authorizes modification of the landscape requirements through an alternative landscape plan. The applicant here proposes an alternative landscape plan to reduce the landscaping buffer on the western property line by increasing the landscaping and open space in the southeastern section of the proposed plat.

13. As required by GHMC 18.08.070(F), a wetland analysis report was prepared and approved for the subject site. One wetland was categorized and delineated on the subject site. Ex. 7.

14. Various members of the public testified about increased traffic and related safety problems that could occur as a result of plat approval. The applicant prepared, and the City approved consistent with applicable code provisions, however, a traffic study and SEPA mitigation measures to address the traffic concerns. Exs 10, 11, 12.

1 15. Turning now to the review criteria applicable to a specific preliminary plat
2 application and set forth in GHMC 16.05.003 (Criteria for approval of Preliminary Plats),
3 the Hearing Examiner "shall make an inquiry into the public use and interest proposed to
4 be served by the establishment of the subdivision and/or dedication, and shall consider:"

5 a. *Whether the preliminary plat conforms to Chapter 16.08 GHMC, General*
6 *requirements for subdivision approval;*

- 7 • The preliminary plat conforms to the general requirements for subdivision
8 approval as described in GHMC 16.08.001. See Finding No. 16, below.
9 This review criterion is satisfied.

10 b. *If appropriate provisions are made for, but not limited to, the public*
11 *health, safety and general welfare, for open spaces, drainage ways, streets or roads,*
12 *alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks*
13 *and recreation, playgrounds, schools and school grounds, and shall consider all relevant*
14 *facts, including sidewalks and other planning features that assure safe walking*
15 *conditions for students who only walk to and from school; and*

- 16 • Open spaces: The preliminary plat satisfies the open space and maximum
17 impervious surface coverage standards of the Gig Harbor Municipal Code,
18 as discussed above.

19 Drainage ways: A privately owned and maintained two-cell detention
20 pond has been proposed for the project in addition to a network of new on-
21 site storm drain mains. Exs. 1, 6, 9.

22 Street and roads: The applicant has proposed a public street through the
23 plat. The public street has been clearly labeled as such on the plat
24 drawings. A Traffic Concurrency Reservation Certificate has been
25 granted for the preliminary plat allocating 37 PM Peak Hour Trips. The
submitted Traffic Impact Analysis was reviewed and approved by the City
Engineer and Associate Engineer. In addition, the SEPA threshold
determination required off-site transportation improvements to mitigate
traffic system impacts. Traffic impact fees will be required prior to the
issuance of any building permit within the plat, as set forth in GHMC
Section 19.12.110(A), or as that section is amended in the future. Exs. 1,
6, 10, 11, 13. *But see*, Ex. 27 (submitted by Friends of Pierce County).

Transit stops: The City of Gig Harbor requested comments about the
project and subsequent project MDNS from Pierce Transit. Pierce Transit
provided no comments and requested no additional transit facilities. Exs.
1, 16, 19.

Potable water supplies: The applicant has an approved Certificate of
Water Availability for 35 ERU's (number of connections) for the

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preliminary plat. In addition, the plat includes a new network of on-site water mains. All mains located within the public right-of-way will be owned and maintained by the Washington Water. Exs. 1, 6.

Sanitary Wastes: The plat will connect to the City's sewer system. The current sewer system has capacity for the plat as determined by review of the Waste Water Treatment Plant capacity records by the City Engineer. A new network of on-site sanitary sewer lines is proposed within the plat. All sanitary sewer lines located within the public right-of-way will be maintained and owned by the City of Gig Harbor. Exs. 1, 6, 13.

Parks and recreation, playgrounds: Prior to building permit issuance, park impact fees will be collected pursuant to city code.

School and school grounds: The Peninsula School District was notified of the project through SEPA review and made no requests for school improvements. Under GHMC 19.12.050(B)(11), payment of school impact fees is required.

Sidewalks: Consistent with the City's Public Works Standards, a sidewalk has been proposed within and along the public roads of the plat.

Public health, safety, and general welfare: Through SEPA mitigation and compliance with the applicable standards in the municipal code, as conditioned, the public health, safety, and general welfare will not be harmed by approval of the proposed preliminary plat. The plat includes appropriate provisions for public health and safety pursuant to the mitigation measures required by the Mitigated Determination of Nonsignificance and as conditioned in this Decision.

This review criterion is satisfied.

c. Whether the public interest will be served by the subdivision and dedication.

- The City Council has the responsibility to adopt land use planning documents, development regulations, and other municipal code provisions, all of which may only be adopted to serve the public interest. Since this proposal satisfies all such pronouncements of the City Council (or, as conditioned below, will satisfy such pronouncements), the public interest will be served by approval of this preliminary plat application and acceptance by the City Council of the identified dedication. This review criterion is satisfied.

16. In addition to the criteria for approval applicable to an individual preliminary plat application, GHMC 16.08.001 also requires the Examiner to find that the following

1 general requirements for preliminary plat applications have been satisfied:

2 a. *Zoning. No subdivision may be approved unless written findings of fact*
3 *are made that the proposed subdivision or proposed short subdivision is in conformity*
4 *with any applicable zoning ordinance, comprehensive plan or other existing land use*
5 *controls.*

- 6
- 7 • As set forth above, the proposed subdivision is consistent with all
8 applicable zoning ordinances, the Comprehensive Plan, and all other
9 existing land use controls, as conditioned below. This review criterion is
10 satisfied.

11 **2. Dedications, Generally.**

12 a. *An offer of dedication may include a waiver of right of direct access to any*
13 *street from any property, and if the dedication is accepted, any such waiver is effective.*
14 *The city may require such waiver as a condition of approval.*

- 15
- 16 • The Operations and Engineering Division has reviewed the plat and the
17 proposed public streets to be dedicated, and has not requested a waiver of
18 right of direct access. Accordingly, this criterion is not applicable.

19 b. *Roads not dedicated to the public must be clearly marked on the face of the*
20 *plat.*

- 21
- 22 • In accordance with GHMC Chapter 12.12 and the Public Works
23 Standards, all new streets within the plat have been designated as public.
24 This review criterion is satisfied.

25 c. *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 language is a mandatory code requirement, and is also included as a
condition, below. This review criterion is satisfied.

d. *If the plat or short 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 or short 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.

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- This language is a mandatory code requirement, and is also included as a condition, below. This review criterion is satisfied.

e. *Every plat and short plat containing a dedication filed for record must 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.*

- This language is a mandatory code requirement, and is also included as a condition, below. This review criterion is satisfied.

f. *Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under RCW 82.02.050 through 82.02.090 may be required as a condition of subdivision approval. No dedication, provision of public improvements or impact fees imposed under RCW 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property.*

- As conditioned below, this criterion is satisfied.

3. *Dedication of Public Park. If the preliminary plat includes a dedication of a public park with an area of less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the city council shall adopt the designated name.*

- This requirement is not applicable. The preliminary plat does not include a dedication of a public park.

4. *Release from Damages. The hearing examiner shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners.*

- This language is a mandatory code requirement. Conditions of approval will not require a release of damages to be procured from other property owners. This review criterion is satisfied.

5. *Flood, Inundation or Swamp Conditions. A proposed subdivision may be disapproved because of flood, inundation, or swamp conditions. Construction of protective improvements may be required as a condition of approval, and such improvements shall be noted on the final plat. No plat shall be approved covering any land situated in a flood control zone as provided in Chapter 86.16 RCW without prior written approval of the State Department of Ecology.*

- This requirement is not applicable. The site does not contain areas of flood, inundation, or swamp conditions.

1 6. *Bonds. In lieu of the completion of the actual construction of any required*
2 *improvements prior to the approval of a short or final plat, the director or city council*
3 *may accept a bond, approved as to form by the city attorney, in an amount and with*
4 *surety and conditions satisfactory to it, or other secure method, providing for and*
5 *securing to the city the actual construction and installation of such improvements within*
6 *a period specified by the city and expressing in the bonds. In addition, the city may*
7 *require the posting of a bond securing to the city the successful operation of*
8 *improvements for up to two years after final approval. All bonded improvements shall be*
9 *designed and certified by or under the supervision of a registered civil engineer prior to*
10 *the acceptance of such improvements.*

- This requirement is not applicable at the preliminary plat stage. The option of bonding is available to the applicant as provided in the city code for improvements in order to obtain final plat approval.

11 17. The design review process is defined under GHMC 17.98. GHMC Section
12 17.98.030 states that GHMC Chapter 17.99, Design Manual, applies to all proposals to
13 subdivide land under the provisions of GHMC Title 16.

14 18. GHMC 17.98.050(C) outlines the review of projects by the Design Review
15 Board (“DRB”). In general, this section provides that alternatives to the design standards
16 may be approved if the alternative design represents an equivalent or superior design
17 solution to what would otherwise be achieved by rigidly applying the specific
18 requirements and the alternative design meets the intent of the general requirement in the
19 Design Manual. The DRB has no jurisdiction otherwise to review or to make a
20 recommendation on any application or portion of an application that does not satisfy all
21 other applicable codes. After a public meeting, the DRB submits a recommendation to
22 the Hearing Examiner for approval or denial of the application. The Hearing Examiner
23 makes a final decision on the application at an open record public hearing.

24 19. The project received Director’s review for all categories of design review,
25 except for the fencing standards. The applicant also requested that an alternative
landscaping proposal be reviewed. The alternative landscaping plan includes an increase
in vegetation along the entrance, creates a tract for open space, and reduces the required
landscaping along the western border to 20 feet. The alternative landscape plan was
administratively approved by the Director with conditions. Ex. 24.

 20. Additionally, the Design Review Board recommended approval of the project
with conditions on September 20, 2006. Ex. 22. The DRB’s listed condition is as
follows:

 That a minimum of 200 feet of fence shall be indented an
additional 10 feet for a total of 20 feet in not less than 3 nor
more than 4 modulations and that those indentations be
planted with conifers and native vegetation such as Douglas
Fir and Red Cedar.

1 The Examiner adopts the recommendation of the Design Review Board to approve with
2 conditions the applicant's design review request for DRB 05-1130.

3 21. City Staff administratively approved the project on December 6, 2006 with
4 conditions. Ex. 24. The appeal period for the Administrative Decision expired on
December 20, 2006. No appeals of the Administrative Decision were filed.

5 22. The Gig Harbor Operations and Engineering Division provided comments
6 and recommended preliminary approval of the project subject to the conditions set forth
in its Memo dated November 20, 2006. Ex. 13.

7 23. The Building Official/Fire Marshal provided comments on the preliminary
8 plat by Memo dated December 4, 2006. Ex. 14.

9 24. The City issued a Corrected Mitigated Environmental Determination of Non-
10 Significance ("MDNS") on November 20, 2006. Ex. 12. The MDNS became final on
November 29, 2006. The appeal period for the MDNS expired on December 13, 2006,
11 and no appeals were filed.

12 25. Legal notice of the proposed action and scheduled hearing was published in
13 the Peninsula Gateway on November 22, 2006. In addition, notice was mailed to all
interested parties and property owners within 300 feet of the subject site on November
20, 2006. Notice was also posted on the subject site on November 28, 2006.

14 IV. CONCLUSIONS

15 A. Jurisdiction. The Examiner has jurisdiction to rule on a preliminary plat
16 application pursuant to GHMC 19.01.003. The Examiner has jurisdiction to rule on a
DRB recommendation pursuant to GHMC 17.98.070(C).

17 B. Criteria for Review. The criteria for the Examiner to consider in deciding on a
18 preliminary plat application are set forth at GHMC 16.05.003 and GHMC 16.08.001. The
19 criteria for the Examiner to consider in deciding on a design review recommendation are set
forth at GHMC 17.98.070, as amended by Ordinance No. 940.

20 C. Conclusions Based on Findings. The Examiner adopts the findings set forth
21 above, and accordingly concludes that all necessary review criteria have been satisfied to
22 approve the application for a preliminary plat, as discussed and conditioned in this
Decision. The Examiner further adopts the recommendation of the Design Review Board to
23 approve with conditions the applicant's design review request for DRB 05-1130.

V. DECISION

1
2 With respect to the application for design review (DRB 05-1130), the Examiner
3 adopts the recommendations of the DRB, specifically including the conditions of
4 approval recommended by the DRB, all as set forth in the DRB's Notice of
5 Recommendation (Ex. 22).

6 The application for a preliminary plat (SUB 05-1129) is approved, subject to the
7 following conditions:

8 1. All overhead utilities shall be relocated underground where overhead utilities
9 are situated along necessary frontage improvements of Skansie Avenue and Hunt Street.

10 2. Access restrictions shall be delineated by showing a "no access" strip, written
11 and hatched, along the frontage of Skansie Avenue and Hunt Street on the final plat map,
12 except for a single City-approved access point at Hunt Street meeting the Gig Harbor
13 Public Works Standards.

14 3. Internal roadway sections shall meet or exceed the minor local residential
15 standard (Figure 2-07C) noted in the Gig Harbor Public Works Standards.

16 4. Both Skansie Avenue and Hunt Street roadway sections shall meet or exceed
17 the neighborhood collector with driveway access (Figure 2-05) standard noted in the Gig
18 Harbor Public Works Standards.

19 5. The proposed sewer system shall be designed in accordance to the Gig Harbor
20 Public Works Standards.

21 6. Erosion shall be controlled throughout the construction of the project pursuant
22 to the Gig Harbor Public Works Standards.

23 7. City forces may remove any traffic control device constructed within the City
24 right-of-way and not approved in advance by the Gig Harbor Operations and Engineering
25 Division.

8. 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 Gig Harbor Public Works
Standards.

9. A stabilized construction entrance shall be installed prior to vehicles leaving
the site. The City inspector shall determine the required length.

10. Permanent survey control monuments shall be placed to establish all public
street centerlines, intersections, angle points, curves, subdivision boundaries, and other

1 points of control. Permanent survey control monuments shall be installed in accordance
2 with the Gig Harbor Public Works Standards.

3 11. This approval does not relieve the Permittee from compliance with all other
4 local, state and/or federal approvals, permits, and/or laws necessary to conduct the
5 development activity for which this permit is issued. Any additional permits and/or
6 approvals shall be the responsibility of the Permittee.

7 12. The final plat map shall note the following:

- 8 a. Warning: City of Gig Harbor has no responsibility to
9 build, improve, maintain or otherwise service private
10 roadways or driveways within, or providing access to,
11 property described in this plat.
- 12 b. Increased storm water runoff from the road(s), building,
13 driveway and parking areas shall be retained on site and
14 shall not be directed to City infrastructure.
- 15 c. Where seasonal drainage crosses subject property, no
16 filling or disruption of the natural flow shall be
17 permitted.
- 18 d. At the time of permit application, the plat shall conform
19 to the respective sections(s) of current City of Gig
20 Harbor Public Works Standard(s).
- 21 e. This plat is subject to a stormwater maintenance
22 agreement recorded under Auditor's recording number
23 (enter ARN here).
- 24 f. Stormwater/Drainage easements are hereby granted for
25 the installation, inspection, and maintenance of utilities
and drainage facilities as delineated on this plat map.
No encroachment will be placed within the easements
shown on the plat which 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.

13. All common open space held on privately owned property shall be reserved
by easement or covenant prior to final plat approval.

14. All land shown in the final development plan as common open space, and
landscaping and/or planting contained therein, shall be permanently maintained by and
conveyed to one of the following:

- a. An association of owners which shall be formed and continued for the
purpose of maintaining the common open space. The association shall be created as an

1 association of owners under the laws of the State of Washington and shall adopt and
2 propose articles of incorporation or association and bylaws, and adopt and improve a
3 declaration of covenants and restrictions on the common open space that is acceptable to
4 the City in providing for the continued care of the space. No common open space may be
5 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; or

6 b. A public agency which agrees to maintain the common open space and
7 any buildings, structures, or other improvements which have been placed upon it.

8 15. School impact fees shall be paid for each single-family dwelling, detached
or attached, located in the proposed plat prior to building permit issuance.

9 16. Traffic impact fees shall be paid for each single-family dwelling located in
10 the proposed Heritage Wright plat as set forth in GHMC Section 19.12.110(A), or as said
section is amended in the future.

11 17. The applicant shall complete, or bond with City's approval, for all required
12 improvements prior to final plat approval.

13 18. The on-site water systems shall be designed and installed to provide the
14 required flows as prescribed under IFC Appendix Chapter B, including but not limited to
the allowance in Appendix Chapter B to reduce the required fire flow up to 50%, if the
15 homes are to be provided with an automatic sprinkler system.

16 19. The plat's water system, including fire flow and hydrants, shall be installed
and operational prior to any combustible construction.

17 20. Approved fire lane markings are required to prevent parking on the road that
18 would reduce the clear width to less than 20 feet.

19 21. All storm water shall be managed through an approved detainment and
20 conveyance system.

21 22. All recommendations contained in the geotechnical report prepared by Earth
22 Consultants and dated June 9, 2005, including inspection requirements for soils and fills,
shall be considered requirements for the purpose of building and grading permitting.

23 23. Additional vegetation shall be installed within the existing buffer. Because
24 homebuilding following final plat may disrupt the buffer plantings, the developer shall
have the right to bond for this installation at the time of final plat recording. The
25 vegetation shall be installed to the City's satisfaction before the first home is occupied.

24. Tract 997 shall be constructed as proposed in the landscape plan.

25. 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).

26. If the plat or short 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 or short 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.

27. Every plat and short plat containing a dedication filed for record must 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.

VI. PARTIES OF RECORD

Eric Mendenhall, Assistant Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Elizabeth Kreiselmaier
7712 Beardslee Ave. NW
Gig Harbor, WA 98335

Nancy Rogers
Cairncross & Hempelmann
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Seattle, WA 98104

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Gig Harbor, WA 98335

Patricia Martin
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Rachel Wellman
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Gig Harbor, WA 98335

Cherie Durham
6512 41st Ave. NW
Gig Harbor, WA 98335

Robert Welander
4502 Hunt St.
Gig Harbor, WA 98335

David Stahl
Jennifer Stahl
4722 71st St. Ct. NW
Gig Harbor, WA 98335

KENYON DISEND, PLLC

THE MUNICIPAL LAW FIRM
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ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7090 FAX (425) 392-7071

1 B.C. Durham
2 6512 41st Ave. NW
3 Gig Harbor, WA 98335

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Gig Harbor, WA 98335

3 Bob Barker
4 7242 N. Creek Loop NW
5 Gig Harbor, WA 98335

Anthony Sackett
4905 Eagle Creek Lane
Gig Harbor, WA 98335

5 Boyd Shipley
6 Pat Shipley
7 4915 Eagle Creek Ln.
8 Gig Harbor, WA 98335

Gretchen Wilbert
8825 N. Harborview #4
Gig Harbor, WA 98332

8 Sam John
9 4716 Bear Creek Ln.
10 Gig Harbor, WA 98335

Charlotte Gerlof
7712 73rd St. Ct. NW
Gig Harbor, WA 98335

10 Joyce Meredith
11 Bob Meredith
12 4820 Deer Creek Ln.
13 Gig Harbor, WA 98335

Linda Ribary
3004 91st Ave. Ct. NW
Gig Harbor, WA 98335

13 Patricia Senner
14 8814 92nd St. NW
15 Gig Harbor, WA 98332

Joe Guinn
3804 87th Ave. Ct. NW
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15 Edna Fisk
16 7220 - 46th Ave. NW
17 Gig Harbor, WA 98335

Doug Smith
Julia Smith
4712 Cedarwood Ln. NW
Gig Harbor, WA 98335

17 Yvonne Madina
18 4321 - 69th St. Ct. NW
19 Gig Harbor, WA 98335

Chris Goodman
4721 71st St. Ct. NW
Gig Harbor, WA 98335

Jim Wellman
6908 45th Ave. Ct. NW
Gig Harbor, WA 98335

VII. APPEAL OF EXAMINER'S DECISION

21 Pursuant to GHMC 19.01.003 as amended by Ordinance No. 903, any party of
22 record with standing to file a land use petition and desiring to appeal the Examiner's
23 decision may do so within 21 days of the issuance of this decision by filing an appeal
24
25

1 with the Pierce County Superior Court, pursuant to the provisions of the Land Use
2 Petition Act, RCW 36.70C.

3 DATED this 10 day of January, 2007.

4 KENYON DISEND, PLLC

5 

6 Michael R. Kenyon, Hearing Examiner

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DECLARATION OF SERVICE

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I, Terry Cox, declare and state:

1. I am a citizen of the State of Washington, over the age of eighteen years, not a party to this action, and competent to be a witness herein.

2. On the 11 day of January, 2007, I served by first class U.S. mail, postage prepaid, a true copy of the foregoing Findings, Conclusions and Decision in this matter on the following parties of record:

[ORIGINAL]
Eric Mendenhall, Assistant Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Nancy Rogers
Cairncross & Hempelmann
524 - 2nd Ave., Suite 500
Seattle, WA 98104

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6602 62nd Ave. Ct. NW
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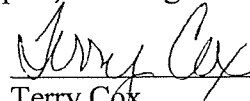
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Gig Harbor, WA 98335

Gretchen Wilbert
8825 N. Harborview #4
Gig Harbor, WA 98332

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 10 day of January, 2007, at Issaquah, Washington.



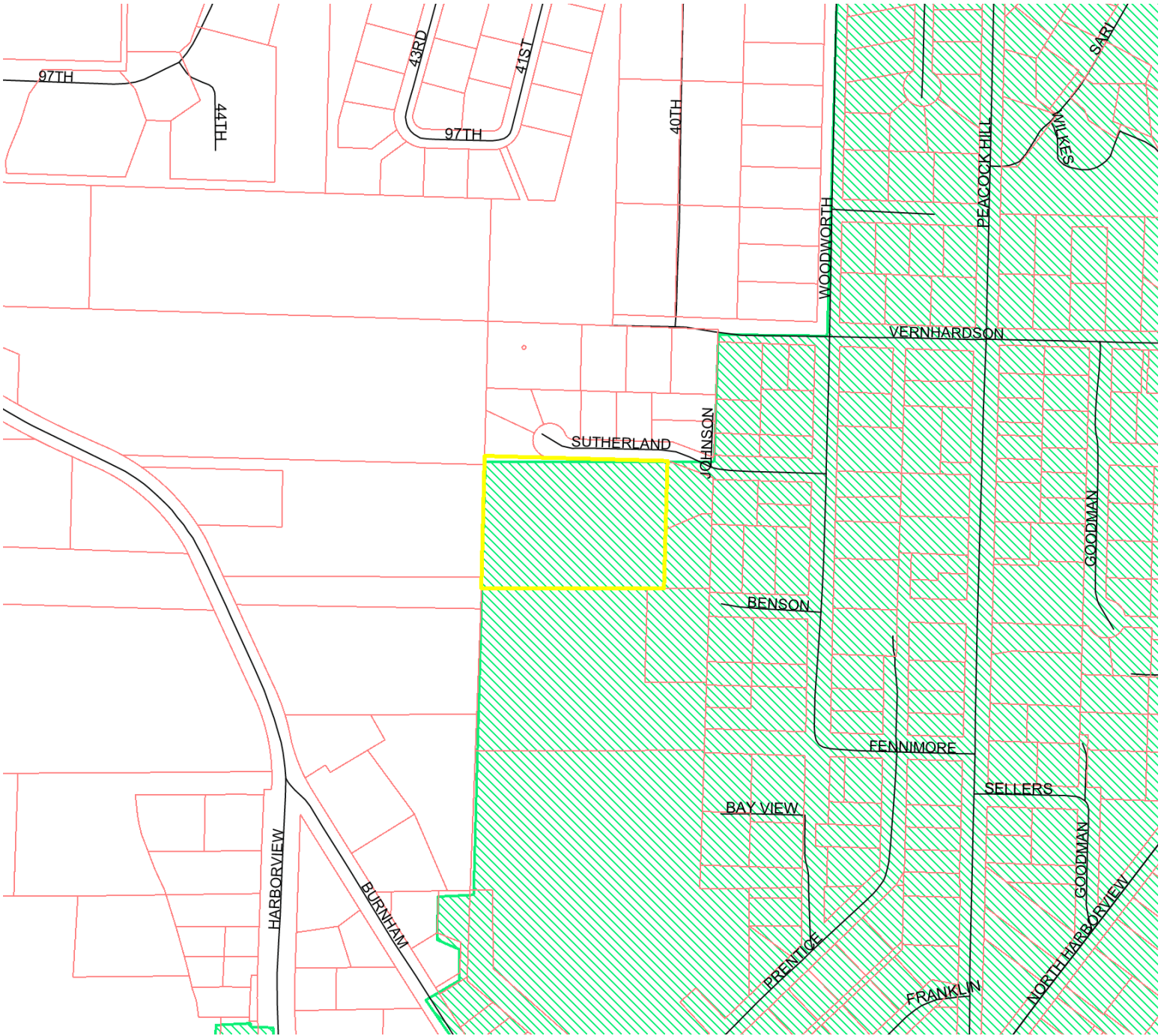
Terry Cox

NB 1 Sutherland Ct HRA Map Change

Vicinity Map

Legend

-  Highlighted Tax Parcels
-  Tax Parcels
-  Base Parcel
-  Condominium
-  Other
-  Roads
-  Height Restrictions



Printed: 10/24/14 8:45 AM

Scale 1:4,600



GIG HARBOR

"THE MARITIME CITY"

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos may not align with other data. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.



Business of the City Council
City of Gig Harbor, WA

Subject: First Reading and Adoption of Ordinance No. 1303 – Authorizing Map Changes to Height Restricted Area - 4120 Sutherland Court (PL-REZ-14-0001)

Proposed Council Action: Adopt ordinance at this first reading, as allowed by GHMC 1.08.020

Dept. Origin: Planning Department

Prepared by: Kristin Moerler, Associate Planner *KM*

For Agenda of: October 27, 2014

Exhibits: Ordinance
Hearing Examiner’s Decision

Initial & Date

Concurred by Mayor: *[Signature] 10/20/14*

Approved by City Administrator: *RW 10/21/14*

Approved as to form by City Atty: via email

Approved by Finance Director: N/A

Approved by Department Head: *[Signature] 10/21/14*

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

Paul Cyr, on behalf of J Scott Construction, requested a Height Restriction Area (HRA) Map Amendment to exclude the parcel located at 4120 Sutherland Court (Assessor’s parcel number 0221061089) from the height restriction area. The subject parcel is located at the edge of the HRA south of Sutherland Court. Properties to the north and west of the site are outside of the height restricted area. This amendment is related to the Haub preliminary plat and PRD (the site is no longer owned or associated with the Haub family) approved in 2005 and revised in 2006. The bulk of the plat improvements have been constructed, the interior access road has been named Ancich Court, and final plat and PRD are anticipated in the near future.

A SEPA threshold determination of Mitigated Determination of Nonsignificance was issued on September 9, 2005 for the related preliminary plat and planned residential development, that threshold decision was not appealed. During the review of this proposal the City reviewed and circulated an Environmental Checklist and subsequently issued a SEPA Addendum on August 18, 2014.

The Hearing Examiner (HE) held a public hearing on the site-specific HRA map amendment application on September 4, 2005. The HE approved the site-specific amendment with conditions on September 24, 2014. The appeal period for this amendment expired on October 20, 2014. As there were no appeals filed, the decision is final. An ordinance is required to change the official height restriction area map to reflect the approved site-specific amendment.

POLICY CONSIDERATIONS

The ordinance is needed to officially amend the City's Height Restriction Area Map consistent with the HE decision on the site specific amendment. As HRA Map amendments are required to be processed in the same manner as rezone applications (GHMC 17.62.040), the ordinance may be adopted at first reading as allowed by GHMC 1.08.020.

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 1303 at first reading.

ORDINANCE NO. 1303

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, REMOVING PROPERTY AT 4120
SUTHERLAND COURT, ASSESSOR'S PARCEL NUMBER
0221061089, FROM THE CITY'S HEIGHT RESTRICTION AREA
AND AMENDING THE OFFICIAL HEIGHT RESTRICTION AREA
MAP TO BE CONSISTENT THEREWITH**

WHEREAS, J Scott Construction, requested a Height Restriction Area Map Amendment to exclude the parcel located at 4120 Sutherland Court in Gig Harbor, Washington, Assessor's parcel number 0221061089 from the Height Restricted Area; and

WHEREAS, the subject site is presently included in the City's Height Restricted Area as shown on attached Exhibit "A", the City's Official Height Restriction Area Map; and

WHEREAS, a SEPA threshold determination of Mitigated Determination of Nonsignificance was issued on September 9, 2005 for a preliminary plat and planned residential development including 12 single family residential lots; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the City reviewed and circulated an Environmental Checklist for this proposal and subsequently issued a SEPA Addendum on August 18, 2014; and

WHEREAS, the proposed amendment is a Type III action as defined in GHMC 19.01.003(B) for amendments to the height restriction area map; and

WHEREAS, A final decision for a Type III application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on September 4, 2014, at which time the Hearing Examiner heard public testimony on the amendment; and

WHEREAS, the Hearing Examiner approved the proposed amendment in his decision dated September 18, 2014; and

WHEREAS, the appeal period expired on October 20, 2014; and

WHEREAS, Amendments to the height restriction area map are required to be processed in the same manner as amendments to the zoning district map as per GHMC 17.62.040, and

WHEREAS, amendments to the zoning district map must be adopted by ordinance as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on October 27, 2014; and

WHEREAS, the Gig Harbor City Council voted to adopt this Ordinance during the first reading on October 27, 2014; and

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

Section 1. The real property located at 4120 Sutherland Court in Gig Harbor, Washington, Assessor's parcel number 0221061089 and legally described in Exhibit "B", is hereby removed from the Height Restriction Area Map.

Section 2. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Height Restricted Area 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 27th day of October, 2014.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Angela G. Summerfield

FILED WITH THE CITY CLERK: 10/21/14
PASSED BY THE CITY COUNCIL: 10/27/14
PUBLISHED: 11/05/14
EFFECTIVE DATE: 11/10/14
ORDINANCE NO: 1303

PROJECT LEGAL DESCRIPTION

THE SOUTH HALF OF THE NORTH 10 ACRES OF THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., NOT INCLUDED IN WOODWORTH'S ADDITION TO GIG HARBOR CITY, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 66, RECORDS OF PIERCE COUNTY, IN GIG HARBOR, PIERCE COUNTY, WASHINGTON.

EXCEPT THE EAST 123 FEET THEREOF;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCELS:

BEGINNING AT A POINT 712 FEET WEST AND 712 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6;

RUNNING THENCE WEST 304 FEET;

THENCE SOUTH 286 FEET;

THENCE EAST 304 FEET;

THENCE NORTH 286 FEET TO THE PLACE OF BEGINNING.

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE WEST 608 FEET;

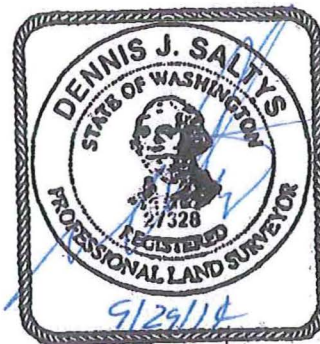
THENCE NORTH 429.2 FEET;

THENCE EAST 304 FEET;

THENCE SOUTH 286 FEET;

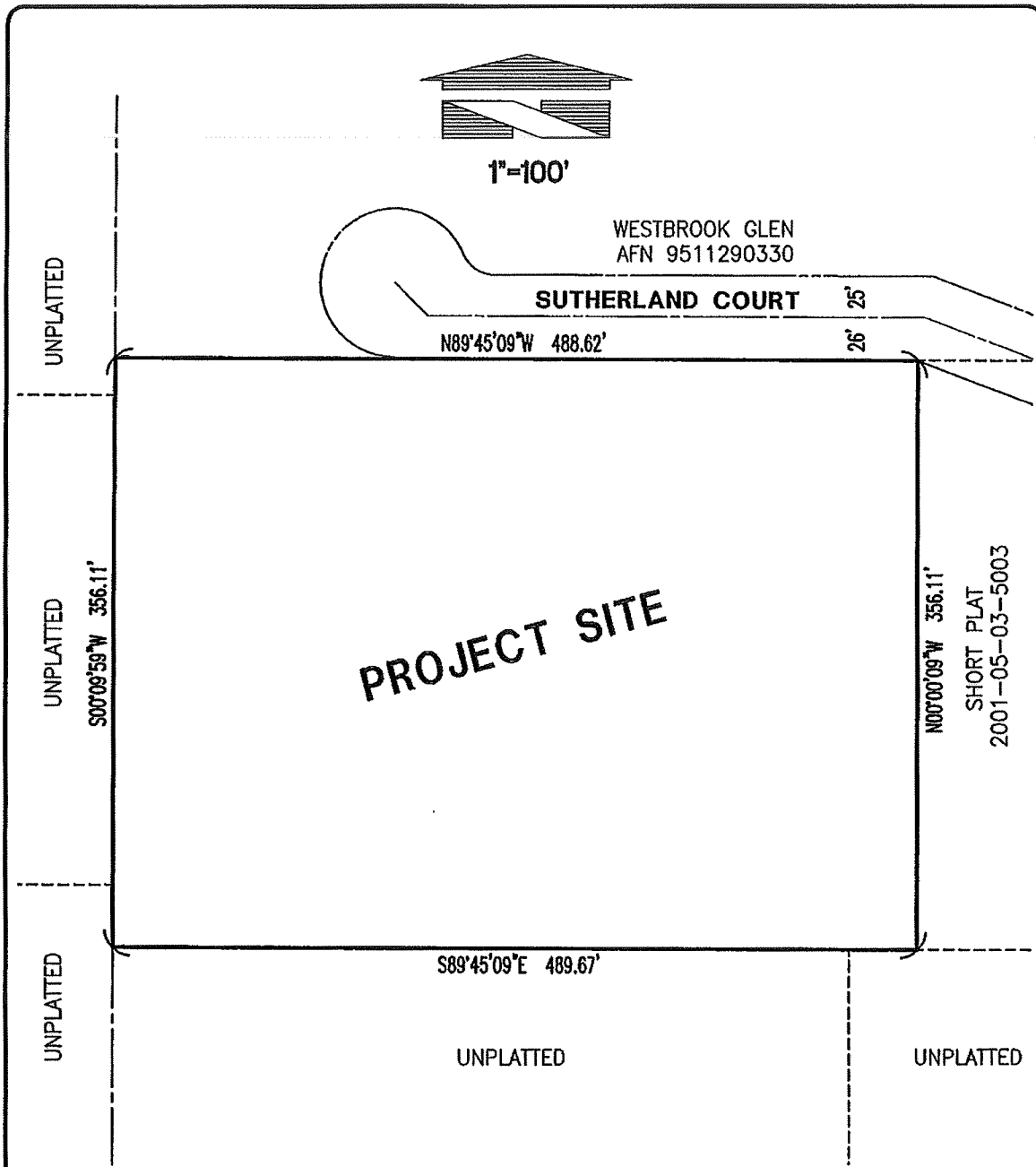
THENCE EAST 608 FEET;

THENCE SOUTH 143 FEET TO THE POINT OF BEGINNING.



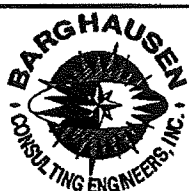
Project: Sutherland Court (Haub)
Job No. 11450
September 29, 2014

DJS/kma
11450L.002.doc
11450exh01-site.dwg



File:P:\11000s\11450\survey\11450exh01-site.dwg Date/Time:9/29/2014 11:01 AM KIM ANDERSON

SCALE: HORIZONTAL 1"=100' VERTICAL N/A	For: SUTHERLAND COURT	JOB NUMBER 11450
	Title: HEIGHT RESTRICTION AMENDMENT	11450L.002.doc SHEET 1 of 1
DESIGNED _____ DRAWN <u>KMA</u> CHECKED <u>DJS</u> APPROVED <u>DJS</u> DATE <u>9/29/14</u>		



18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND
PLANNING, SURVEYING,
ENVIRONMENTAL SERVICES

NB 1 Sutherland Ct HRA Map Change

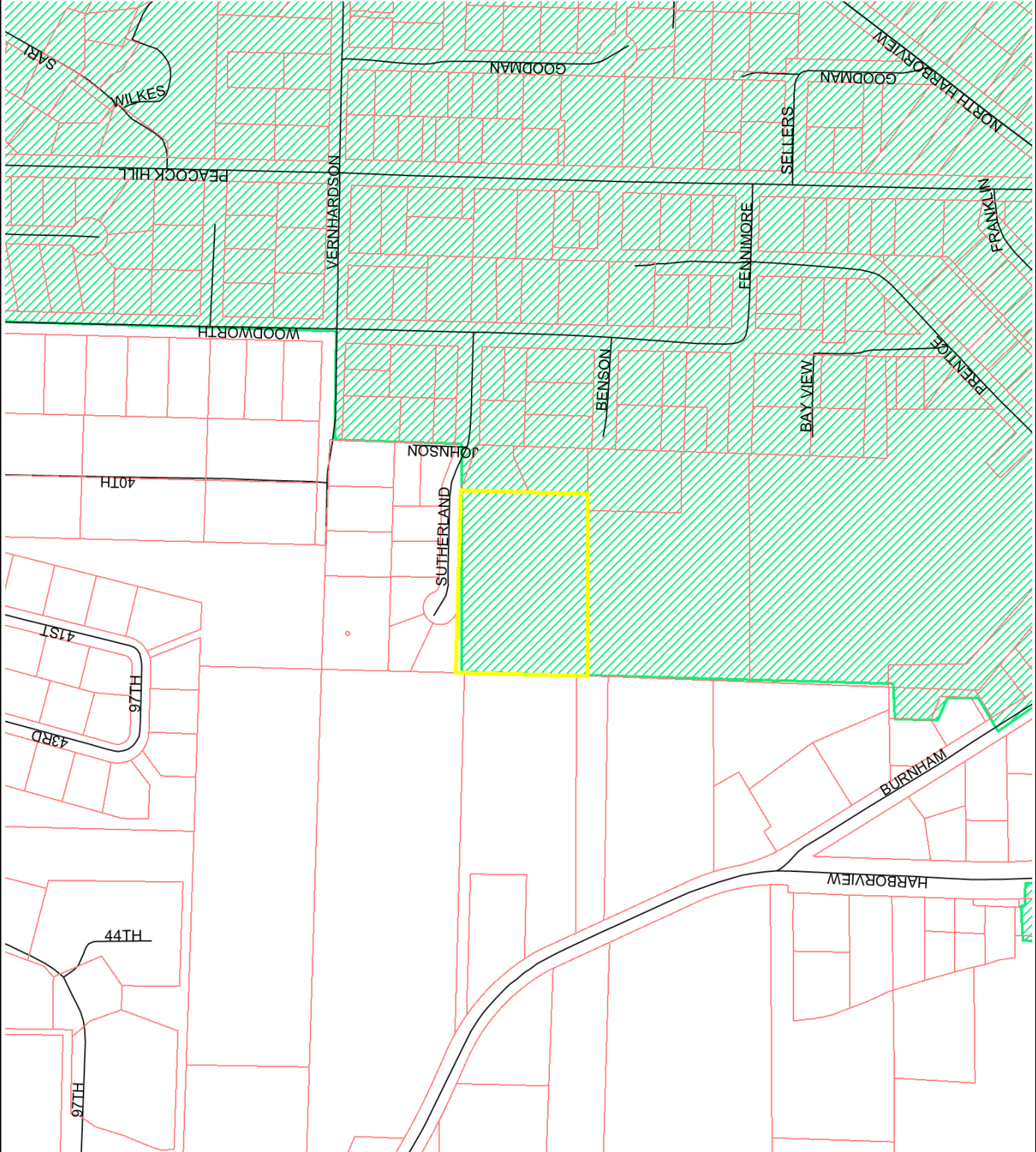
Vicinity Map

Legend

- Highlighted Tax Parcels
- Tax Parcels
- Base Parcel
- Condominium
- Other
- Roads
- Height Restrictions

Printed: 10/24/14 8:45 AM

Scale 1:4,600



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos may not align with other data. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.

September 24, 2014

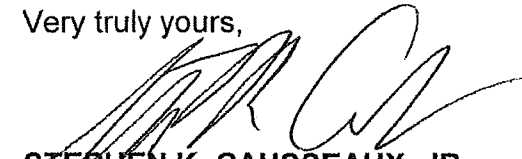
J. Scott Construction
1830-112th Street East, Suite F
Tacoma, WA 98445

RE: PL-REZ-14-0001

Dear Applicant:

Transmitted herewith is the Report and Decision of the City of Gig Harbor Hearing Examiner regarding your request for the above-entitled matter.

Very truly yours,



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

OFFICE OF THE HEARING EXAMINER

CITY OF GIG HARBOR

REPORT AND DECISION

CASE NO.: PL-REZ-14-0001

**APPLICANT/
OWNER:** J. Scott Construction
1830-112th Street East, Suite F
Tacoma, WA 98445

AGENT: Barghausen Consulting Engineers, Inc.
Attn: Paul Cyr
18215-72nd Avenue South
Kent, WA 98032

PLANNER: Kristin Moerler, Associate Planner

SUMMARY OF REQUEST:

Exclusion of a preliminary plat parcel located at 4120 Sutherland Court from the City's Height Restriction Area.

SUMMARY OF DECISION: Request granted, subject to condition.

DATE OF DECISION: September 24, 2014

PUBLIC HEARING:

After reviewing the Planning Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on September 4, 2014, at 1:30 p.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

- EXHIBIT "1" - Planning Department Staff Report with Attachments**
- EXHIBIT "2" - Pierce County Assessor-Treasurer Map**
- EXHIBIT "3" - Pierce County Assessor-Treasurer Property Information Profile**

KRISTIN MOERLER appeared, presented the Planning Department Staff Report, and testified that the purpose of the hearing is to consider renewing the height limitation of structures on lots within a previously approved plat. Removal of the height limit would allow a two story structure 35 feet in height. If the request is not granted then the height of structures would be limited to 16 feet. The request does not affect other areas of the preliminary plat or the PRD. The preliminary plat was approved in 2005 and revised in 2006. The applicant cleared and graded the site in 2008. The existing grade is considered the final grade. Design review for the homes is not required. The City responsible official issued a DNS following SEPA review for the preliminary plat in 2005 and received no appeals. The applicant submitted an additional checklist for the present application, but again the City received no comments. The site slopes steeply to the west along the west property line due to a ravine located off site. Removal from the height restricted area will have no affect on the slopes. The building permit stage will determine consistency with the Geotechnical Report. The City provided proper notice, and comment letters were received. Donkey Creek Holdings submitted two letters, one of which requested a deed restriction on the plat lots documenting that the lots have no view. She is not aware of any ordinance that would grant Donkey Creek's request. She cannot comment upon future development in the area. The second letter refers to planting taller trees to screen the taller houses. The City has approved a landscaping plan that calls for trees substantially higher than 35 feet and a 3:1 tree replacement ratio. The split rail fence is located on the inner edge of the 25 foot wide buffer. The Harris comment letter does not relate to the present proposal. The City and all traffic engineers do not look differently at traffic generated by large homes and small homes. The engineers did look at Mr. Harris's concerns and determined that if drivers travel the speed limit, adequate sight distance exists at the intersection of the plat road. The engineers will monitor the street to see if traffic calming devices might become necessary. The code sets forth four criteria that an applicant must meet to remove a parcel from the height restriction area. She then discussed the criteria and noted that very large trees block the views of any homes on the site, and that steep slopes do exist on the west/southwest portion of the parcel. However, no views exist in that direction. A small area to the southeast exceeds a five percent grade, but over a 100 foot distance from the property line the gradient is less than one percent overall. All houses she saw in the area are two story. She has no reason to believe that the plat homes will create view impacts. Her initial recommendation is for approval.

PAUL CYR, Barghausen Engineers, appeared on behalf of the request and testified that the four acre parcel is located on the western extension of the height restricted area. They want to proceed with two story homes on the lots up to 35 feet high. The homes will not meet the maximum height but they will be consistent with homes in the R-1 zone and

homes in the area. He agrees with the Staff Report. The zoning is R-1 to the north and west. He then presented photographs already in the file and described each photograph. The Donkey Creek Holdings' parcel is south of their parcel and contains 5.05 acres. It is presently vacant and is served by no roads or utilities. Harbor Ridge to the south has one of the better views to the bay in the area. All of their homes will face inward toward the internal plat road and recreational area. They propose a 12 lot plat with recreational amenities. They have a lower grade elevation from lots to the north. He introduced Exhibit 3, an Assessors map showing the Harris property. The project is presently at final plat stage and they are ready to commence building in the spring.

CHRISTINE HEWITSON appeared on behalf of Donkey Creek Holdings and referred to her letters previously submitted. The applicant bases its request on views not now being available nor ever becoming available. What they want to do is to prevent future plat lot owners from contesting a potential application by them to remove their parcel from the view restriction based on loss of view. They are concerned about two story homes.

NANCY GREGORY appeared and testified that her property is adjacent to a corner of the plat parcel and that she resides in a two story home. She expressed concerns regarding the two story homes devaluing their property because they will loom over their home. She then asked questions regarding the impact of the removal of the view restriction and her questions were responded to by Kristin Moerler.

MR. CYR reappeared to testify that they will build no three story homes. They propose two story homes consistent with those in the area.

MS. MOERLER reappeared and testified that three story homes require design review and other considerations. Very few three story homes exist within the City and those are on steep slopes.

No one spoke further in this matter and the Hearing Examiner took the matter under advisement. The hearing was concluded at 2:20 p.m.

NOTE: A complete record of this hearing is available in the office of the City of Gig Harbor Planning Department.

FINDINGS, CONCLUSIONS, AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, and taken this matter under advisement.
2. The City issued a Determination of Non-Significance (DNS) on September 9, 2005, for the plat/PRD development following review pursuant to the State Environmental

Policy Act (SEPA). The DNS became final on September 28, 2005, and no appeals were filed.

The City reviewed and circulated an Environmental Checklist for this proposal and subsequently issued a SEPA Addendum on August 18, 2014, as the proposal is consistent with the existing SEPA DNS and no additional impacts were identified.

No environmental review was conducted for this application pursuant to GHMC 18.08.034. Future development of plat homes must comply with the geotechnical report and requirements associated with preliminary plat approval.

3. The Notice of Application (NOA) was published in the Peninsula Gateway on July 23, 2014. Notice was mailed to all property owners within 300 feet of the subject site on July 23, 2014. A NOA was also posted on the subject site on July 21, 2014. The SEPA Checklist was routed to agencies for comment with the NOA on July 23, 2014.

The legal notice of the proposed action and scheduled hearing was published in the Peninsula Gateway on August 20, 2014. Said Notice was mailed to all property owners within 300 feet of the subject site on August 21, 2014. Notice of the hearing was also posted on the site on August 21, 2014.

4. The applicant, J. Scott Construction, owns "Sutherland Court Plat", a previously approved preliminary plat that abuts the south side of Sutherland Court in the northwest area of the City of Gig Harbor. Sutherland Court extends west from Woodworth Avenue and dead-ends at a cul-de-sac located near the plat parcel's west property line. Sutherland Court Plat contains four acres that the City in 2005 approved for a 12 lot, single-family residential subdivision that included a park/open space tract. The plat also includes a 25 foot wide, native buffer around the perimeter of the site broken only by the internal access road as it intersects Sutherland Court. Conditions of preliminary plat approval require maintenance of the dense cover of mature trees and understory within said buffer as well as supplemental plantings.
5. The preliminary plat is located in the Single-Family Residential (R-1) zone classification of the Gig Harbor Municipal Code (GHMC). The approved preliminary plat meets all bulk regulations of the R-1 classification, and future homes must meet all yard setback requirements to include 30 feet from the rear property line and eight feet from the side property line. Section 17.67.070 GHMC authorizes a maximum, structural height of 35 feet in the R-1 classification except for parcels located in the height restriction area as set forth in Chapter 17.62 GHMC. The intent of said area is described in GHMC 17.62.010 as follows:

The purpose of this height restriction area is to establish standards for those

properties located inside the Gig Harbor view basin where decreased building height shall be required. This is intended to be a limitation on height so as not to restrict views from adjacent properties.

Section 17.62.020 GHMC imposes the height restriction area as an overlay zone, and refers to a map that depicts parcels subject to said restrictions. Height restriction standards are supplementary to the bulk regulations set forth for the R-1 classification. Section 17.62.030 GHMC limits structures within the height restriction area to a maximum of 16 feet. However, GHMC 17.62.040 provides that parcel owners may request amendments to the height restriction area map, but requires that such requests meet the criteria set forth in said section.

6. The applicant has previously graded the site and all lots are ready for home construction. The topography of the plat in the area of future homes is virtually flat. The perimeter of the plat parcel descends from Sutherland Court and from portions of some abutting property lines as shown in photographs of the site. Photographs also show a heavy tree cover in most areas of the 25 foot wide buffer, and conditions of plat approval require a significant tree planting plan for sparsely covered areas.
7. The applicant desires to construct two story homes on all lots within the subdivision consistent with other homes in the area. The applicant has therefore requested an amendment to the height restriction area map that would allow homes in the plat to extend to the height authorized by the R-1 zone classification. The R-1 classification allows single-family homes 35 feet in height, but the applicant does not anticipate that any homes will reach said height. Furthermore, the applicant desires to limit the homes to two stories and staff advises that three story homes would require design review. The height restriction area map shows that parcels on the north side of Sutherland Street opposite the site and parcels abutting the west property line of the plat parcel are not within the height restriction area.
8. Abutting uses include single-family residential dwellings in the Westbrook Glen subdivision to the north of Sutherland Court; single-family residences and vacant parcels to the east and south; and an RV camping facility, a Fraternal Order of Eagles facility, and an undeveloped parcel to the west within a ravine near Burnham Drive. Parcels to the north, east, and south are located within the R-1 classification and parcels to the west are within the General Business (B-2) classification.
9. Prior to obtaining an amendment to the height restriction area that would allow removal of the preliminary plat parcel, the applicant must show that the request satisfies the criteria set forth in GHMC 17.62.040. Findings on each criteria are hereby made as follows:
 - A. The request to amend the height restriction area map furthers the goals, policies, and objectives of the City of Gig Harbor Comprehensive Plan.

Development in the vicinity of the plat parcel consists of two story homes, and the applicant's proposal would allow development consistent therewith. The Comprehensive Plan contains few references to height limitations. Such references appear in the Community Design Element, and implementing regulations are found in the City Design Manual. The Design Manual will remain applicable to the plat parcel, whether or not it is withdrawn from the height restriction area.

- B. The plat parcel "does not currently possess a view of Gig Harbor Bay, Mount Rainier, or the Puget Sound Narrows". A significant number of tall trees surround the perimeter of the site with the exception of the area near the internal plat road intersection with Sutherland Court. Staff agrees that the site does not possess a view of Gig Harbor Bay, Mount Rainier, or the Narrows, and due to the addition of future plantings and the existing topography will likely not have such views in the future.
- C. The gradient of the land within 100 feet of the property does not have a slope of five percent or greater toward Gig Harbor Bay, Mount Rainier, or the Puget Sound Narrows. The GHMC does not include a definition of gradient and in such case GHMC 17.04.010(H) provides:

Where a definition for a word or term is not found in this section [Definitions Section], the definition of the word or term as found in the latest edition of Webster's Dictionary shall apply.

Staff reviewed Webster's and determined that the definition of grade means the overall gradient of the 100 foot area and not the grades of isolated slopes over a rolling topography. In the present case, grades for a 100 foot distance from the east and south property lines calculate to approximately one percent. Staff determined that the greatest possibility for a view from the site is to the southeast to Gig Harbor Bay. However, the gradient in said direction is also approximately one percent. Furthermore, an off-site topographic rise to the east creates additional view blockage.

- D. Construction of two story homes on all 12 lots will not adversely affect views from any adjacent parcels. Parcels to the north have no view and parcels to the west are located within a ravine. While the topography slopes greater than five percent to the west, protected views are not located in said direction.
10. Donkey Creek Holdings, LLC, owns an unimproved 5.05 acre parcel that abuts the south property line of the plat parcel. Donkey Creek submitted two letters that do not oppose the request but desire taller trees to screen the two story homes. Donkey Creek also requests a deed restriction covering all 12 plat lots that prohibits future owners from objecting to a possible future application by Donkey Creek to

remove its parcel from the height restriction area. Staff testified that the landscaping plan requires the planting of tree species that will grow much taller than a two story home, and thus the landscape plan does not require amendment. Furthermore, the GHMC does not make a distinction in landscape requirements between the height restriction area and the overall R-1 classification. Thus, the present landscape plan is valid for an R-1 area with or without the height restriction. In its request for a deed restriction, Donkey Creek points to the language in the application that the plat "does not currently nor will it ever possess a view of Gig Harbor Bay, Mount Rainier or the Puget Sound Narrows". Donkey Creek asserts that the applicant relies upon the highlighted language in its request and that a deed restriction is necessary to implement said language. However, the language in the applicant's request does not alter the requirements of the GHMC. Staff and the Examiner must determine whether an application meets the requirements of the GHMC, not the language in the application. The code requires the applicant to show that the parcel "does not currently possess a view" to gain an amendment to the height restriction area map. The applicant has made such a showing and therefore meets the criteria. See Chaussee v. Snohomish County Council, 38 Wn. App. 630 (1984). The Avalon Woods decision cited by Donkey Creek imposed a requirement for a notice on the title of plat lots of an existing firing range in close proximity to the subdivision. The firing range was an operating use and the notice did not address an event that may or may not occur in the future.

CONCLUSIONS:

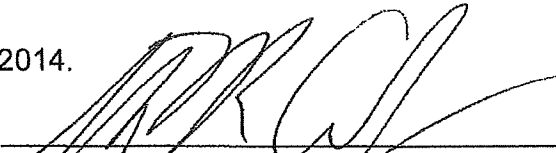
1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The applicant has shown that the request to exclude a four acre parcel approved for development as a 12 lot subdivision located at 4102 Sutherland Court, Gig Harbor, satisfies all criteria set forth in GHMC 17.62.040 and therefore should be approved subject to the following condition:

The applicant shall provide the City with a site exhibit drawing and legal description for use in creating the ordinance necessary to effect the change to the Height Restriction Area Map.

DECISION:

The request to exclude a four acre parcel proposed for development into the 12 lot, Sutherland Court plat located at 4120 Sutherland Court, Gig Harbor, from the City's height restriction area is hereby granted subject to the condition contained in the conclusions above.

ORDERED this 24th day of September, 2014.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 24th day of September, 2014, to the following:

**APPLICANT/
OWNER:** J. Scott Construction
1830-112th Street East, Suite F
Tacoma, WA 98445

AGENT: Barghausen Consulting Engineers, Inc.
Attn: Paul Cyr
18215-72nd Avenue South
Kent, WA 98032

OTHERS:

Patrick and Nancy Gregory
4012 Benson Street
Gig Harbor, WA 98332

Christine Hewitson
P.O. Box 245
Gig Harbor, WA 98335

Vicki Dyer
3916 Benson Street
Gig Harbor, WA 98332

CITY OF GIG HARBOR

Administrative Appeal: There is no administrative appeal for this decision. Any appeal of this decision shall be in accordance with RCW 36.70C.

Property Tax Valuation: Affected property owners may request a change in property tax valuation notwithstanding any program of revaluation by contacting the Pierce County Assessor-Treasurer.

Permit Documents: The complete project permit file, including official decision, findings, conclusions and conditions of approval, if any, is available for review at the City of Gig Harbor Planning Department, 3510 Grandview Street, Gig Harbor, WA 98335, during normal business hours, Monday through Friday. Additional permit information can also be found at permitportal.cityofgigharbor.net by entering the above permit numbers. Questions regarding the above stated decision should be made to Kristin Moerler, Associate Planner at moerlerk@cityofgigharbor.net or 253- 851-6170.

Concerning Further Review

There is no administrative appeal of the hearing examiner's decision. 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) (see Ord. 1073, Ch. 36.70C RCW and RCW 90.58.180). Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.



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

Subject: First Reading of Ordinance No. 1304
Harbor Hill Div N2 PRD Rezone
(PL-FPRD-14-0001)

Proposed Council Action: Adopt ordinance
No.1304 at first reading, as allowed by GHMC
1.08.020.C

Dept. Origin: Planning Department

Prepared by: Dennis Troy, Associate Planner *DT*

For Agenda of: October 27, 2014

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RW 10/22/14

Approved as to form by City Atty: via email 10/14/2014

Approved by Finance Director: N/A

Approved by Department Head: JK 10/22/14

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 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 N2 as required by GHMC 17.89.130.

The approval of the Harbor Hill N2 Final Plat and Final PRD is a closed record decision and a separate agenda item has been placed on the consent agenda for October 27, 2014 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.

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 No. 1304 at first reading.

ORDINANCE NO. 1304

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 11.35 ACRES FROM PCD-RLD ZONING DISTRICT TO PRD (PLANNED RESIDENTIAL DEVELOPMENT), LOCATED NORTH OF BORGEN BOULEVARD AND EAST OF THE HARBOR HILL DIVISION 1A SUBDIVISION AND PRD; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER 4003110640, AND CITY OF GIG HARBOR FILE NO. PL-FPRD-14-0001, AND AMENDING THE OFFICIAL ZONING MAP TO BE CONSISTENT THEREWITH

WHEREAS, Harbor Hill LLC requested Final PRD Approval for Division N2 of the Harbor Hill Plat located north of the intersection of Borgen Blvd. and Olympus Way and due north of the Harbor Hill Division N1 Subdivision/PRD; a portion of Pierce County Assessor-Treasurer Parcel Number 4003110640; and

WHEREAS, the land use designation in the Comprehensive Plan for the subject site is PCD-Residential Low; and

WHEREAS, the existing zoning district on the Official Zoning Map of the City for the subject site is 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, Olympic Property Group LLC requested a Revision to the Approved Preliminary Planned Residential Development (PRD) for all portions of the Harbor Hill Residential Plat/PRD except Division 1A on March 13, 2013; and

WHEREAS, a SEPA addendum was issued on July 31, 2013; and

WHEREAS, the preliminary PRD is a Type III-A action as defined in GHMC 19.01.003(B); and

WHEREAS, Amendment 1 to the Harbor Hill Development Agreement recorded on December 4, 2012 authorizes the Planning Director to approve modifications to the Approved Preliminary PRD as a Type 2 Decision; and

WHEREAS, the Planning Director approved the Revised Preliminary PRD in her decision dated August 2, 2013; and

WHEREAS, the appeal period expired on August 19, 2013; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, Olympic Property Group LLC Quit Claimed the subject property to Harbor Hill LLC on August 6, 2013 Auditor Recording Number 201308130540; and

WHEREAS, on July 14, 2014 the Planning Director approved modifications to the Harbor Hill Preliminary Plat and PRD to modify setbacks, impervious surface calculations and grading; and

WHEREAS, an application for final PRD approval was submitted to the City on September 16, 2014 and deemed complete on September 17, 2014 for Division N2, 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 No. 1304 on October 27, 2014; 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 October 27, 2014;

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

Section 1. The real property located north of the intersection of Borgen Blvd. and Olympus Way and due north of the Harbor Hill Division N1 Subdivision/PRD; a portion of Pierce County Assessor-Treasurer Parcel Number 4003110640; and legally described in Exhibit "A", is hereby rezoned from 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 27th day of October, 2014.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. SUMMERFIELD

FILED WITH THE CITY CLERK: 10/21/14
PASSED BY THE CITY COUNCIL: 10/27/14
PUBLISHED: 11/05/14
EFFECTIVE DATE: 11/10/14
ORDINANCE NO: 1304

RECEIVED BY
SEP 16 2014
CITY OF GIG HARBOR
SEPTEMBER 15, 2014
JOB NO. 08-058

EXHIBIT A

HARBOR HILL
DIVISION N2 AND TRACT 912 LEGAL DESCRIPTION

THAT PORTION OF TRACT 100, HARBOR HILL DIVISION N1 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT, AS RECORDED DECEMBER 4, 2013 UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 201312045002, BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 100;
THENCE ALONG THE FOLLOWING COURSES ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT 100;

NORTH 88°22'57" WEST, 298.07 FEET;
SOUTH 86°51'54" WEST, 60.21 FEET;
NORTH 79°04'18" WEST, 88.54 FEET;
NORTH 68°12'56" WEST, 60.08 FEET;
NORTH 20°22'29" EAST, 95.07 FEET;
SOUTH 71°49'27" EAST, 8.72 FEET;
NORTH 18°10'33" EAST, 50.00 FEET;
NORTH 71°49'27" WEST, 8.00 FEET TO A POINT OF CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 87°02'14", AN ARC DISTANCE OF 60.76 FEET TO A POINT OF COMPOUND CURVE;
THENCE NORTHERLY ON SAID CURVE TO THE LEFT HAVING A RADIUS OF 1012.00 FEET, THROUGH A CENTRAL ANGLE OF 00°23'59", AN ARC DISTANCE OF 7.06 FEET;
THENCE NORTH 74°49'54" WEST, 50.00 FEET TO A POINT OF CURVE, THE CENTER OF WHICH BEARS NORTH 75°12'19" WEST, 40.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 59°24'39", AN ARC DISTANCE OF 41.48 FEET TO A POINT OF COMPOUND CURVE;



U:\14-0915 08-058 Division N2 and Tract 912 Legal Description.docx
12112 115th Avenue NE Kirkland, Washington 98034-6929
425.821.8448 · 800.488.0756 · Fax 425.821.3481
www.triadassociates.net

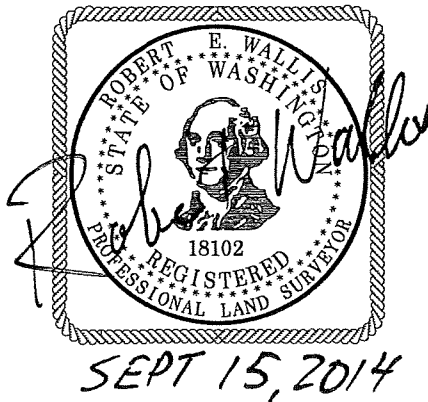
THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET,
THROUGH A CENTRAL ANGLE OF 33°58'13", AN ARC DISTANCE OF 23.72 FEET;
THENCE NORTH 71°49'27" WEST, 23.00 FEET;
THENCE SOUTH 18°53'09" WEST, 50.00 FEET;
THENCE NORTH 71°49'27" WEST, 138.34 FEET;
THENCE LEAVING SAID SOUTHERLY BOUNDARY OF TRACT 100, NORTH 18°10'33" EAST,
50.00 FEET;
THENCE SOUTH 71°49'27" EAST, 32.08 FEET TO A POINT OF CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET,
THROUGH A CENTRAL ANGLE OF 92°51'06", AN ARC DISTANCE OF 40.51 FEET TO A POINT
OF COMPOUND CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 816.50 FEET,
THROUGH A CENTRAL ANGLE OF 15°17'31", AN ARC DISTANCE OF 217.92 FEET;
THENCE NORTH 00°01'56" EAST, 5.33 FEET TO A POINT OF CURVE;
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET,
THROUGH A CENTRAL ANGLE OF 89°52'29", AN ARC DISTANCE OF 39.22 FEET;
THENCE NORTH 0°09'27" EAST, 50.00 FEET TO A POINT OF CURVE, THE CENTER OF WHICH
BEARS NORTH 00°09'27" EAST, 475.00 FEET;
THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
15°21'55", AN ARC DISTANCE OF 127.38 FEET;
THENCE NORTH 74°47'32" EAST, 7.49 FEET TO A POINT OF CURVE;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET,
THROUGH A CENTRAL ANGLE OF 74°14'06", AN ARC DISTANCE OF 32.39 FEET;
THENCE NORTH 69°43'04" EAST, 51.79 FEET TO A POINT OF CURVE, THE CENTER OF WHICH
BEARS SOUTH 69°43'04" WEST, 325.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
ANGLE OF 19°05'34", AN ARC DISTANCE OF 108.30 FEET;
THENCE NORTH 39°22'30" WEST, 141.70 FEET;
THENCE NORTH 50°37'30" EAST, 118.44 FEET;
THENCE NORTH 72°12'50" EAST, 75.61 FEET;



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and Tract 912 Legal Description.docx
12112 115th Avenue NE Kirkland, Washington 98034-6929
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THENCE SOUTH 08°24'11" EAST, 97.71 FEET;
THENCE SOUTH 75°32'59" EAST, 76.15 FEET;
THENCE SOUTH 85°56'26" EAST, 52.13 FEET;
THENCE NORTH 34°18'08" EAST, 54.75 FEET;
THENCE SOUTH 77°36'17" EAST, 95.67 FEET TO A POINT OF CURVE, THE CENTER OF WHICH
BEARS NORTH 77°36'16" WEST, 275.00 FEET;
THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
00°59'35", AN ARC DISTANCE OF 4.77 FEET;
THENCE SOUTH 78°35'51" EAST, 50.00 FEET;
THENCE SOUTH 88°22'57" EAST, 151.41 FEET TO THE EAST BOUNDARY OF SAID TRACT 100;
THENCE SOUTH 01°37'03" WEST ALONG SAID EAST BOUNDARY, 832.43 FEET TO THE POINT
OF BEGINNING.

WRITTEN BY: MSH
CHECKED BY: REW



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and Tract 912 Legal Description.docx
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Business of the City Council
City of Gig Harbor, WA

Subject: Appointment to the Zoo/Trek Authority Board

Proposed Council Action:
Cast a vote for (one of four) for Position One On the Zoo / Trek Authority Board.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

For Agenda of: October 27, 2014

Exhibits: Ballot and Bios

Initial & Date

Concurred by Mayor:

*5/11 10-20-14
RW 10/16/14*

Approved by City Administrator:

Approved as to form by City Atty:

N/A

Approved by Finance Director:

N/A

Approved by Department Head:

N/A

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

INFORMATION / BACKGROUND

Pierce County Regional Council is requesting our consideration for representation on the Zoo/Trek Authority Board. This position is established to specifically represent the viewpoint of the thirteen small cities and towns in Pierce County.

Four nominations are before you: Milt Tremblay, City of Buckley, Abby Gribi, Town of Eatonville, Bob Walter, Town of Eastonville, and Josh Penner, City of Orting.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Cast a vote for (one of four candidates) for Position One on the Zoo/Trek Authority Board.

ZOO and TREK AUTHORITY BOARD
POSITION ONE

OFFICIAL BALLOT
VOTE FOR ONE

Milt Tremblay	City of Buckley
Abby Gribi	Town of Eatonville
Bob Walter	Town of Eatonville
Josh Penner	City of Orting

write-in candidate

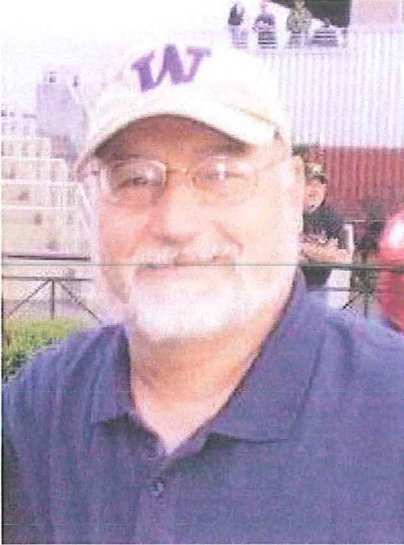
The city/town of _____ wishes to cast its vote for
_____ of the City/Town of
_____ to serve as a member of the
Zoo and Trek Authority Board (ZTA) for a current three-year term, representing the 11
smaller cities and towns within the Pierce County Regional Council boundary.

Date: _____

By: _____

Title: _____

Please submit this form with a council resolution or motion. Ballots must be received by Cindy Anderson, Clerk, Pierce County Regional Council by **4 p.m. October 31, 2014.**



Please endorse **Milt Tremblay** for ZTA Board Position #1

Oct.12, 2014

Mayor and the Council
RE: **Zoo and Trek Authority (ZTA) Board Position**

Please allow me to introduce myself. My name is **Milt Tremblay**. I am a member of the Buckley City Council and I am one of four nominees for Position One on the ZTA Board. This position represents your community along with 10 other smaller cities and towns in Pierce County.

I'm writing today to ask for your endorsement for this position. Why should you support my candidacy?

- I have a demonstrated passion for the South Sound and am dedicated to making Pierce County one of the most livable communities in the Country.
- Whether at work developing the UW Tacoma campus with innovative projects like the recently completed Prairie Line Trail or the collaboratively constructed University/YMCA/Student Center, which will open in January, or improving the City of Buckley by installing LED lighting or developing State-leased property for recreational purposes, I have been able to provide the vision and leadership to get the best value out of available resources.
- I know construction, design, urban planning, and the public procurement process.
- As a father of four with nine, soon to be ten, grandchildren, I have a vested interest in the continued success of these venues.
- I have a trusted, working relationship with many of our fellow elected officials.
- I can help ensure that our communities are included in the decision-making process.

Whether in my professional career or in my numerous community service roles, I have always focused on being fair, treating all parties with dignity, displaying the highest level of integrity and making decisions based on what is best for the majority of stakeholders in the long run. I have learned that making difficult decisions is a part of protecting the greater good and that listening to all constituents prior to making a decision is of paramount importance. I am ready and willing to represent our communities on this Board. Please support my candidacy so that I can represent our communities.

Respectfully,

Milt Tremblay

P.O. Box 532 / 1080 Main Street; Buckley, WA 98321

Home: (360) 829-2804 Work: (253) 692-4754 Cell: (253) 350-6990

Email: Home:milttremblay@hotmail.com Work: milt@uw.edu

Milt Tremblay

RECENT WORK EXPERIENCE

- July 2005–Present** **University of Washington Tacoma** **Tacoma, WA**
Director of Physical Planning and Sustainability
- May 2004–June 2005** **State of Washington-Department of General Administration, Division of Capitol Facilities** **Olympia, WA**
Deputy Assistant Director for Campus Operations
- 1997–May 2004** **White River School District #416** **Buckley, WA**
Facilities Director / Capital Projects Manager

EDUCATION

- **Bachelor of Architecture** 1974-University of Miami, Coral Gables, Florida Graduated with Honors.

PUBLIC SERVICE

- City Council – **City of Buckley** 2012- present
- Chairman- **Town of South Prairie Planning Commission**. Commission Member for 10 years. Helped develop Town Zoning Ordinances and Growth Management Plan.
- Chairman- **White River School Board**. Helped develop Districts' Strategic plan.
- Regional WASA representative to **WIAA-IAC Committee**.
- Member- White River School District **Vocational Advisory Committee** (23 yrs.)
- Daffodil Festival Pageant Judge.
- Board Member- **Hillside Development Council** (Tacoma)
- Chair/Co-lead- **Tacoma's South Downtown Subarea Plan** –Area-wide SEPA and EIS
- Member- **Amtrak Freighthouse Square**- Community Advisory Committee
- Member- **Tacoma Public Utilities**- Strategic Planning Group
- Member- **Tacoma Streetcar and Link Extension Committees**
- Member- **Tacoma Pacific Avenue Development Group**
- Participant- **Pierce County Transit** Strategic Planning

PROFESSIONAL MEMBERSHIPS

- Past President- **American Society of Professional Estimators**
- Board Member- **Construction Specifications Institute** / Mount Rainier Chapter
- Past Chairman- **Washington Association of School Administrators/** State School Construction Committee
- Past Member- **Washington State School Directors Association/** School Construction Committee
- Member- **Council of Educational Facility Planners International**

HOBBIES

- Birding
- All Sports

Councilmember Abby Gribi Bio
Town of Eatonville

Abby Gribi has lived in Eatonville for the past 11 years choosing to raise her 3 children there with her husband Eugene Gribi. She has been involved with the Eatonville government for the past 6 years, 3 years sitting on the planning commission and 3 years on the Town Council. She is currently the Chair of the Finance and Public Safety Committees. She is involved with developing and implementing plans to make Eatonville tourist friendly and making the community safe and inviting for both it's citizens and visitors.

Bob Walter – Town of Eatonville

I was employed at Northwest Trek at the very beginning. It's a vital part of our community, and as with the Point Defiance Zoo, I'd like to see it continue to be a leader in innovation in the field of zoological parks.

BS in Forest Management, Washington State University, 1972

Employment History:

1975-1980 - Northwest Trek Wildlife Park; Naturalist Guide; Chief of Operations '79-'80.

1982-2009 - Humane Society for Tacoma and Pierce County, Director of Education

2009-Present - University of Washington, Center for Conservation Biology, Conservation Canines; Animal Tech I

Organization and Committee Affiliations and Memberships:

Former member, Tacoma Zoological Society

Lifetime member, Humane Society for Tacoma and Pierce County

2010-Present - Member-at-Large, Pierce County Animal Services Advisory Panel

Currently Co-Chair, Town of Eatonville Animal Control Committee

Currently President, South Pierce County Historical Society

Currently Vice-President, Animal Care Eatonville

2009 - Chair, Eatonville Centennial Committee

2011-Present - Provide stray animal care and transport services for the Town of Eatonville through a personal services contract

Joshua Penner
City of Orting
City Councilmember
Deputy Mayor (2015)

Attn: Zoo Trek Board

I would like to express thanks for the opportunity to discuss briefly my passions and why I am interested in pursuing the ZooTrek advisory board position most recently left vacant by Congressman Graham Hunt.

First and foremost, my nomination by the Orting City Council for this position was not an accident or an example of the city responding by rote to a request for board applicants. As a city nestled between the Carbon and Puyallup rivers and in the foothills of Mt. Rainier, I can speak for myself and for the city as a whole – that we believe progressive and responsible stewardship of our natural wilderness and its inhabitants is vital to our (an mine) vision for our region and for our future.

My own personal vision for responsible stewardship began as a child going to Point Defiance Zoo & Aquarium. I vividly remember the beluga whales, and meeting E.T. for the first time. Seeing the monkeys in the old-monkey exhibit and being fascinated by the sharks and the habitat of the Puget Sound. I also remember, what a highlight it was to visit Point Defiance Zoo every year with my school. I learned here for the first time, what extinction means – it was sobering, a little scary, and made me appreciate in a manner I can't express how wonderful it is to see that through informed efforts we can turn the tide on poor stewardship (e.g. Bald Eagles).

As I grew up, my interest in the ZooTrek system shifted to Northwest Trek, for – of all things love. My then future wife, volunteered at Northwest Trek, so I spent a great deal of time getting to know the park, as I was getting to know the love of my life. It was in this juvenile pursuit of love, that I actually met Dr. David Hellyer, by chance.

My (now) wife participated in a volunteer breakfast at the Hellyer's cabin. I don't recall if Dr. Hellyer or his wife was present when we began the event, but my wife and I were taking a look around and ended up in a room with very old maps of Tacoma streets. We were discussing the ins and outs of the maps when behind us Dr. Hellyer started discussing the details with us. It was an awkward moment of stunned silence/partial hero worship and not wanting to trip over our tongues. Shortly after that, Dr. Hellyer took us on a private tram tour of the park. It is a tremendous memory for both of us and perhaps in no small way, the park is a part of our family because of it.

My life has gone in several directions since those days as a kid at the zoo -and later as a teenager/young adult at Northwest Trek. I served in the Marines, in Iraq. I

studied engineering and business. And now I work with Veterans everyday, as it is my career, I am very good at it, and I enjoy it immensely.

In order to set up my next point, I have to discuss this association with Veterans. The thing that helps me to understand Veterans most is the fact that I am one. However, there's more to knowing Veterans than having served. There are more than 80,000 of us in Pierce County, each with a story of our own. As a parent I've learned the familial aspects of the Veteran story – our traumas and our experiences very much involve our family. As a public servant/city councilmember, I've learned the responsibility of our community to those who served and their families. And as an advocate for Veterans I've learned and personally experienced the great successes Veterans can have in *reconnecting/re*discovering to their passions and their community.

It may seem an odd marriage of ideas to discuss my passion for Veterans and my very personal connections to the Zoo and Northwest Trek. But as a board, you are making a decision about me based on who I am and perhaps on the motivators of my future perspectives. I am a responsible and reasonable conservationist, – representing a city that lies between two salmon bearing rivers, farm land, and wilderness. I believe deeply that fiscal responsibility means planning for perpetuity – rainy days and sunny days, and I've worked diligently to establish that as a culture in all boards and councils I have had the opportunity to work with.... But most of all...

and the thesis of this letter:

I believe ZooTrek, like Veterans advocacy, is about personal connections. ZooTrek at its heart is a part of our community because of the experiences of the kids who go there on field trips and learn -because of the teenagers that volunteer at the parks. ZooTrek represents a fundamental tenet that our community shares: conservation and stewardship matter, they are a part of our cultural DNA in Pierce County and they are worth preserving and passing on to future generations.

I welcome the chance to speak with each one of you about this opportunity. Please see my attached Biography, and Resume.

Thank You & Semper Fi!

Joshua Penner
Orting City Council
Deputy Mayor (2015)

Enclosures:

Resume
Biography

JOSHUA PENNER

508 Alexander Ct NW Orting, WA 98360
253-987-6655 // jpenner@cityoforting.com
<https://www.vetscvc.com>

EDUCATION

Saint Martin's University, Lacey, WA
B.A. In Business Administration 2009
Area of concentration: Management Information Systems

Green River Community College
Associate of Arts 2006

EXPERIENCE

Owner, Core Values Consulting 2011-Present
I provide professional education in the areas of Veterans resources, benefits, and trauma informed care. To do this, I maintain strong connections to the agencies delivering direct service to Veterans in our community. As the owner of Core Values Consulting I have written extensively and spoken often on the topic of Veterans resources and how to work with Veterans.

Veterans Representative, Gustad Law Group 2013- Present
I am a Department of Veterans Affairs Accredited Claims Agent, meaning I was required to pass a test administered and proctored by the VA in order to demonstrate my in-depth knowledge of the laws affecting Veterans benefits. There are only a handful of accredited claims agents in Washington State and each of us is required to maintain our accreditation through continuing education. As an Accredited Claims Agent, I represent Veterans in their disability claims before the Board of Veterans Appeals and the Court of Appeals for Veterans Claims.

**City Councilmember, City of Orting
Deputy Mayor (2015)** 2012- Present
As a city councilmember for the City of Orting I do an extensive amount of strategic and long term planning. My initiatives have enabled Orting to create a balanced budget, implement electronic utility bill payment and presentation, and create closer ties to the Washington Department of Veterans Affairs Soldiers' Home & Domiciliary – also located in Orting.

Chair, King County Veterans Consortium 2014- Present
The King County Veterans Consortium is a group of organizations including King County, legislative offices, non-profits, private industry, advocates, and Veterans – dedicated to creating more cohesive services to and for the Veterans of the Puget Sound region. To accomplish this, the consortium is focused on communications, outreach, and advocacy at the local, regional, and state levels.

Vice President – Board of Directors, WA State, Veterans Association of Real Estate Professionals 2014- Present
As a city councilmember for the City of Orting I do an extensive amount of strategic and long term planning. My initiatives have enabled Orting to create a balanced budget, implement electronic utility bill payment and presentation, and create closer ties to the Washington Department of Veterans Affairs Soldiers' Home & Domiciliary – also located in Orting.

Veterans Program Manager, Highline Community College 2012- 2013
At Highline Community College I was responsible for establishing a fully functional and self-advocating Veterans Program to directly support student Veterans. To do this and to establish continued funding I developed a comprehensive strategic plan, which pulled from best practices, as well as from our own lessons learned. I did a great amount of data mining and research in this position, as it was paramount that on a lean budget we implemented strategies that were measurably effective. I delivered the strategic plan and in the interim raised over \$60,000 for the new Veterans Program. Highline has since realized a marked increase in student Veterans retention and participation.

JOSHUA PENNER

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Veterans Program Manager, Chihak & Gustad

2011- 2012

As the Veterans Program Manager, I created a broad network of support for the pro-bono legal representation the firm was providing in our community. I was able to bring in and/or coordinate non-traditional support resources for at risk Veterans through partnering with the King County Bar Association Pro-Bono Services Committee and the American Bar Association Young Lawyers Division. I was also able to step outside of King County to build community level ties with Snohomish and Pierce County Veterans services providers.

Veterans Outreach Specialist, Valley Cities Counseling & Consultation

2009- 2011

In this role I was embedded at the community level providing resource navigation for Veterans. My job consisted of going where Veterans were and assessing them for a variety of needs. While at Valley Cities I personally assisted and advocated for over 150 Veterans in accessing a spectrum of services including, mental health, physical health, VA issues, debt issues, legal conflicts, financial challenges, education, military discharge concerns, and more. At VCCC, I built an extensive network of contacts and referral sources – this has been the foundation for my continued work in the Veterans services arena.

RELATED EXPERIENCE

Co-Founder, Jake's Fund

2010- 2011

When my colleagues (from the Marines) and I found out that one of our own was diagnosed with stage 4 brain cancer we decided the best way to support him would be to create a separate income stream. Through fundraisers, outreach, legal assistance, media (radio, television, print), and social media we coordinated the raising of over \$250,000 to the Jake's Fund Family Trust (not for profit trust). We closed the collections down and effectively ended the trust in 2011.

Sergeant / Communicator, United States Marine Corps

2004 – 2011

As a United States Marine, I was trained extensively in small team leadership. While deployed to Iraq in 2006-2007 I gained first-hand experience in cross-cultural communication and the value of good leadership, particularly in challenging environments. I used many of those lessons as a platoon level leader, being responsible AND answerable for the livelihood and personal welfare of 30 Marines on a day-to-day basis.

Design Engineer, Fire Systems West

2007-2009

While at Fire Systems west I learned a great deal about how to translate my military leadership experience into a private sector leadership role. Other than the occasional pizza delivery job, this was my first real adventure outside of the Marine Corps. It was invaluable; I learned how to apply my knowledge of leadership as well as my skill sets in data management, technology, and project management. In two years I transitioned from knowing nothing of the industry or engineering to being the lead engineer and project manager of a \$1.5 million retrofit of a 26-story high-rise. Managing all aspects, from budget to design and permitting, to manpower and materials. The confidence and project management knowledge I took from this position are demonstrated in the successes of all work that followed.

PUBLICATIONS, PAPERS, & Projects

Military Sexual Trauma – Training Curriculum

Partnership with Valley Cities Counseling & Consultation to develop training curriculum for organizations who work with and/or contact Veterans to be better prepared to understand and work with the traumas associated with Military Sexual Trauma (MST). 2014

Veterans Dropbox, King County

Development a community DropBox, information portal. The purpose of which is to enable service providers to have the most up to date information on resources available to/for Veterans. 2014

Welcome Home: Veterans Resource Guide, King County Edition

In partnership with partners for Veterans Success in King County I authored and published King County's comprehensive resource guide for Veterans. Defining and citing who Veterans are, how to work with them, what laws affect them, and what resources are available for them. It is the only guide written, in respect to King County Veterans, to be understandable and usable by both Veterans and those that support them. 2013

Veterans Support Services Strategic Plan: Highline Community College

The Strategic Plan is an in-depth analysis of Veterans services at Highline community college and higher education in general. This document established a directive for future Veterans support staff to follow and build from at Highline Community College. Its lessons have enabled the college to raise Veterans retention rates and increase student Veterans involvement in the Highline academic community. 2013

Trainings/Workshops/speaking

Master of Ceremonies, Highline College Veterans Day (November 2014)

Telling the story of Veterans to an audience of students and higher education professionals.

Keynote Speaker, Shoreline Community Conference (October 2014)

Community engagement on the topics of Veterans culture, access, and trauma.

Speaker/Trainer, NWAIRS Conference (October 2014)

Special speaker on Veterans Benefits and Resources, Veterans Program Development, Veterans Service Related Concerns.

Military Sexual Trauma (MST) (2014-2015)

Culture-Trauma focused workshop for Law Enforcement Officers undergoing Crisis Intervention Training at the Washington State Law Enforcement Academy

Professional Development Trainer, Veterans Association of Real Estate Professionals

Created and facilitated workshops on a national level for real estate professionals. Subjects included: Veterans Culture, Benefits, Trauma, and Tools for working with Veterans.

Veterans Culture & Trauma, Crisis Intervention Training (CIT) (15x through 2014)

Culture-Trauma focused workshop for Law Enforcement Officers undergoing Crisis Intervention Training at the Washington State Law Enforcement Academy

Speaker, Congressman Adam Smith-Veterans in Higher Education Town Hall (November, 2013)

Detailed the process of creating a long-term vision of Highline Community College and the successes they had realized to date.

Staff Training, King County Veterans Program (October, 2013)

Introduced the case manager staff to support and resources for Veterans seeking Social Security & VA disability benefits.

Veterans Informed Care, Crisis Intervention Training (March, May, October, 2013)

JOSHUA PENNER

PAGE 4

Culture-Trauma-Benefits focused workshop for Law Enforcement Officers undergoing Crisis Intervention Training at the Washington State Law Enforcement Academy

Participant/Contributor, Systems Mapping for the Regional Veterans Initiative (May, 2013)

Participated and providing a great deal of raw resource data to the systems mapping aspect of the Regional Veterans Initiative.

Keynote Speaker, Highline Foundation Fundraising Dinner (March, 2013)

Introduced the topic of Veterans support services to a community that had the means to provide significant financial support to our mission at Highline Community College.

A Comprehensive Guide to Resourcing Veterans (May & August, 2012)

Full-day workshop on Veterans resources presented to case-managers, social workers, and front line staff from across the Puget Sound.

Veterans Resources and Benefits (February, 2012)

Half-day workshop on Veterans resources presented to case-managers, social workers, and front line staff from across the Puget Sound.

Veterans Benefits, Serving Returning Veterans: A Community Response to Trauma (November, 2011)

Workshop on Veterans resources presented at conference.

Veterans Benefits, Staff Training- Compass Housing Alliance (February, 2011)

Workshop on Veterans resources and benefits in the Veterans informed care (culture, traumas, and resources) model.

MEMBERSHIPS

National Organization of Veterans Advocates (NOVA)
American Legion
Veterans of Foreign Wars
Veterans Association of Real Estate Professionals
American Mensa
King County Veterans Consortium
Orting City Council
Orting Citizens Blotter

Josh Penner - Bio

Joshua Penner is a Veteran of the Marine Corps and the Iraq War. He served honorably in the Marines from 2004-2011, and has been heavily involved with Veterans since 2008.

Josh has developed Veterans programs for mental health agencies, law firms, and colleges. He has been involved with strategic planning for Veterans in higher education, Veterans needing transportation solutions, and Veterans resource gap identification.

Since 2011, Josh has been working to deliver content on Veterans resources, culture, trauma, and crisis intervention. He has facilitated workshops on Veterans resources to community and commercial support program stakeholders throughout King County and Washington State. Josh is a regular speaker for the Crisis Intervention Training at the Washington State Law Enforcement Training Center and speaks throughout Washington State and the Northwest Region on the topic of how to work with Veterans in various forms of mental health crisis.

In 2013, through a partnership with King County and Washington State, Josh produced the Welcome Home: Veterans Resources Guide, a 200 page comprehensive analysis and presentation of Veterans resources available for Veterans and resource providers in King County and Washington State. He also worked closely with agencies in Washington State to develop an interactive resource directory kiosk at local Veterans Affairs healthcare centers.

In addition to Josh's extensive outreach to Veterans and Veterans support services providers, Josh is a Department of Veterans Affairs Accredited Claims Agent. In this capacity, Josh represents Veterans in their various claims and appeals to VA service and non-service connected disability claims.

In 2014, Josh became Vice President of the Seattle Chapter of the Veterans Association of Real Estate Professionals (VAREP). His goal was to demonstrate how knowledge of Veterans culture, resources, and trauma can translate across industries and empower Veterans while meeting the needs of providers, both commercial and non-profit.

In 2014, Josh also became chair of the King County Veterans Consortium. A group of organizations including King County, legislators' offices, numerous non-profits, private companies, advocates, and individual Veterans dedicated to the idea that Veterans services can and should be simpler for Veterans seeking assistance. The goal of the consortium is to address these ideas through advocacy, communication, and partnership. Josh led the Consortium through the re-visioning process and continues to seek new ways to build ties and make this into a regional advocacy consortium.

In addition to his current work with speaking, writing, legal services, and program development, Josh developed much of King County's new Military Sexual Trauma curriculum to be delivered to support providers in King County, Washington State throughout 2015.

Closer to home, Josh is a city-councilmember for the city of Orting, Washington. He continues his work with Veterans as a city-councilmember, working to build closer ties between Orting and the Washington State Department of Veterans Affairs Soldiers' Home which is also located in Orting. He has been elected by his fellow council-members to serve as Deputy Mayor in 2015.