

# **City Council Meeting**

**April 27, 2015  
5:30 p.m.**



**AMENDED AGENDA  
GIG HARBOR CITY COUNCIL  
April 27, 2015 – Council Chambers**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes April 13, 2015.
2. Correspondence / Proclamations: a) Elks National Youth Week.
3. Liquor License Action: a) Hot Iron Grill; b) Renewals: Susanne's Bakery & Deli, Walgreens, Cigar Land, Anthony's at Gig Harbor, Tanglewood Grill, Sunset Grill, Bistro Satsuma, Heritage Distilling Company (2).
4. Second Reading of Ordinance No. 1311 – Community Solar Program.
5. Consultant Services Contract, Amendment #2, with Robinson Noble - Closeout Reporting Requirements.
6. Lift Station 4B Design – Consultant Services Contract – Parametrix.
7. Approval of Payment of Bills: Checks #78117 through #78234 in the amount of \$574,053.94.

**PRESENTATIONS:**

1. Elks National Youth Week – Ralph Petersen.

**NEW BUSINESS:**

1. McCormick Creek LLC - Agreement for Reimbursement of Costs for LED Street Lighting Upgrade.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Restaurants 2 & 3 in Waterfront Millville.

**CITY ADMINISTRATOR / STAFF REPORT:**

**PUBLIC COMMENT:**

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Planning / Building Committee: Mon. May 4 at 5:30 p.m.
2. Public Works Committee: Mon. May 11 at 4:00 p.m.

**EXECUTIVE SESSION:** For the purpose of discussion potential litigation per RCW 42.30.110(i).

**ADJOURN:**

**DRAFT MINUTES  
GIG HARBOR CITY COUNCIL  
April 13, 2015 – Council Chambers**

**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 – Paul Kadzik: Present  
Council Member – Michael Perrow: Present

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes March 23, 2015.
2. Correspondence / Proclamations: a) Parks Appreciation Day; b) Parkinson's Awareness Month
3. Receive and File: a) Boards and Candidate Review Minutes March 16, 2015; b) Joint City Council / Planning Commission Worksession Minutes March 16, 2015; c) Gig Harbor Arts Commission Minutes March 10, 2015; d) Intergovernmental Affairs Minutes March 23, 2015; e) Finance Quarterly Report.
4. Liquor License Action: a) Special Occasion – Performance Circle; b) Special Occasion – Kiwanis at Uptown.
5. Ballot to Elect Nancy Henderson to Pierce Transit Board of Directors.
6. Appointment to Gig Harbor Arts Commission.
7. Appointments to Gig Harbor Parks Commission.
8. Summer Sounds Entertainment Contracts.
9. Resolution No. 988 – City Surplus Equipment
10. Twawelkax Trail Easement – Rosedale Village, LLC.
11. Utility Easement – Peninsula Light Co., Century Link Inc., Comcast Cable.
12. Pioneer Way Sewer Replacement Grandview to Kimball – Consultant Services Contract/Contour Engineering.
13. Approval of Payment of Bills: Checks #77940 through #78116 in the amount of \$1,822,037.04. Total includes ACH payments of \$405,859.71
14. Approval of Payroll for the month of March: Checks #7483 through #7495 and direct deposits in the amount of \$367,816.20.

Councilmember Perrow announced that he would abstain from voting due to a conflict.

**MOTION:** Move to adopt the Consent Agenda as presented.  
Ekberg / Kadzik - unanimously approved. Councilmember Perrow abstained from voting due to a conflict of interest.

**Mayor Guernsey welcomed** new members of the Arts Commission and Parks Commission.

## **PRESENTATIONS:**

1. [National Volunteers Week](#) – Mayor Guernsey recognized each of the volunteer groups.
2. [Recognition of Service on](#) Parks Commission. Mayor Guernsey recognized the work of Nick Tarabochia and thanked him for his participation on the Parks Commission from 2005-2015.
3. [Parks Appreciation Day Proclamation](#) – Mayor Guernsey presented the proclamation to Sarah McDaniel. Ms. McDaniel reminded Council of Parks Appreciation Day on April 25 from 9:00 am - 12:00 pm.
4. [Parkinson's Awareness Month Proclamation](#) – Mayor Guernsey introduced Forest Lane and former mayor Chuck Hunter to receive the proclamation.

## **NEW BUSINESS:**

1. [Public Hearing and First Reading of Ordinance – Community Solar Program.](#)

Lindsey Sehmel, Senior Planner, presented a background of the solar program. She explained this would require a six-month interim ordinance to allow the solar demonstration project in the C-1 zone along the waterfront. Ms. Sehmel shared that the ordinance exempts the solar panels from height and design review but would go through critical areas and shoreline requirements at the time of building permits.

[Mayor Guernsey opened the public hearing at 5:43 p.m.](#)

[John Ross](#) - 1410 Cascade PI NW. Thanked the council for their time and consideration of this program and invited the partners in the program to make additional comments.



[Jim Bellamy](#) - Energy Services Coordinator, Peninsula Light Company. Thanked the Planning staff for the work they've done. He explained they are looking forward to the project introduced Dick Wanderscheid from the Bonneville Environmental Foundation.

[Dick Wanderscheid](#) - Representative of the Bonneville Environmental Foundation. He shared that he is happy to partner with Peninsula Light for the community solar project. Mr. Wanderscheid shared that he supports the staff and council in this exemption and that Bonneville Environmental Foundation's role is to be sure the system is cost effective, attractive, and a well-designed system.

[Chuck Meacham](#) - 9509 Wheeler Ave. Spoke in support of the community solar program and hopes to be participate in the program and encourages Council support.

[Mayor Guernsey closed the public hearing at 5:51](#)

Mayor Guernsey directed staff to bring this item back on the April 27<sup>th</sup> consent agenda.

2. [Public Hearing and First Reading of Ordinance](#) – Restaurants 2 & 3 in Waterfront Millville. Jennifer Kester, Planning Director, explained that this is the second public hearing regarding the application submitted by Gig Harbor Marina, represented by John Moist. She shared background information of the process to date, and showed a PowerPoint presentation.  

Ms. Kester said she wanted to remind the council that it is not about a specific business, building, parcel or property owner, but would apply for the entire area shown on the map. During the review of the conditional use permit, parking, food type and traffic impacts are determined. Ms. Kester explained that what council is looking at right now is the general idea of a restaurant use in the area of Waterfront Millville. Specific concerns related to a specific business are heard at the time of the public hearing with the Hearing Examiner. Ms. Kester added that as part of the packet, all comments received after March 23<sup>rd</sup> thru April 8<sup>th</sup> are included. All comments received since then were given to

council tonight and she will provide council with copies of any comments received through the course of the public hearing tonight.

[Councilmember Malich](#) requested clarification on the definition of “last seating”.

[Councilmember Payne](#) asked if Ms. Kester could go through the allowable uses in Waterfront Millville. Ms. Kester explained what Waterfront Millville allows for.

[Councilmember Arbenz](#) asked if Ms. Kester wanted direction on what boundary lines to include or if they could move forward with the proposal as it is. Ms. Kester explained that with either decision changes to the ordinance will have to be made for the second reading.

[Mayor Guernsey opened the public hearing at 6:07 p.m.](#)

[Margot LeRoy](#) – 7021 81st Ave Ct NW. She explained that the movement of Brix 25 is not that bad with specific parameters, however, traffic management is a concern and she said she wishes more time was taken with Council and the Planning Commission for traffic mitigation. She said that when they are making plans for growth, put public safety first.

[John Moist](#) – 3323 Harborview Drive. Thanked staff and council for their due diligence in order to move the process along. He said the concerns so far have included parking, increased traffic, delivery times, general noise, food odor, and possibility of restaurant row. Mr. Moist stated that parking will be absorbed by Arabella’s Landing. He said that staff studies show that level 3 restaurants generate no more traffic than level 1 restaurants which are currently permitted in Waterfront Millville. Delivery times can be modified and food odors can be reduced by state of the art equipment. He said the Gig Harbor Mainstreet founders felt there was equal value in the downtown waterfront as there was in the Finholm district and Waterfront Millville would tie the two together.

[Tomi Kent Smith](#) – 3414 Harborview Drive. Ms. Smith said that she lives across the street from Susanne’s Bakery. She explained the occupancy of this building over the years included a liquor store, deli with beer and wine, realty office, and nail salon. She said no one could ask for better neighbors than Mike and Susanne Tunney and said they represent the success of business we would all like in our downtown district. Ms. Smith said she would like them to have the opportunity to expand their business in their current building if they want to, which is one of the reasons she supports the amendment to allow restaurant 2 and 3 in Waterfront Millville. She explained that we should not forget the history of the town or prevent new developments that maintain the historical nature of the area.

[Stephen Rouser](#)– Representing Gig Harbor Waterfront Alliance as chairperson of the Economic Development Committee. Mr. Rouser explained that they support projects such as this that encourages economic vitality while preserving the unique character of Gig Harbor’s character and identity. He said that through the years they have completed tourism studies and the one item that is mentioned throughout the years is that downtown lacks a critical mass, an attractional base of businesses that will bring people in. He said he feels a restaurant would support that. He provided Council with a copy of a study by Arnett Muldrow.

[Pam Peterson](#) – 3519 Harborview Drive. She said that we should remember that downtown is for all the citizens of Gig Harbor, not just a designated few. She said we are looking for vitality. She said she has recognized through the work that has been done by council and staff of the importance and uniqueness of our historic features we have contributed to our city’s character. Ms. Peterson said the largest thing we could have that would bring all types of visitors to downtown is a restaurant. Ms. Peterson said she is in favor of the boundary line proposed by the Planning Commission.

[Warren Zimmerman](#) – 2717 Ryan Lane. Representing the Gig Harbor Chamber of Commerce. He said he is speaking on behalf of the Board of Directors who represent more than 500 local area businesses. He shared that by a unanimous vote, the Chamber Board supports the request to allow restaurants 2 and 3 in Waterfront Millville and supports limiting the area that 2 and 3 are allowed to operate from the existing northwest side of Susanne's Bakery to the existing waterfront boundary. He explained that studies frequently show that revitalization of the downtown area depends on waterfront dining. Mr. Zimmerman asks that the Council move forward and approve the request for the zoning code amendment and grant the conditional use permit.

[Bill Fogarty](#) - 3614 Butler Drive. Representing the Gig Harbor Waterfront Alliance. He explained the Arnett Muldrow marketing report stated there was leakage in the downtown area due to lack of supply for the demand. Demand exceeds supply in the food and beverage area. Mr. Fogarty shared that the final conclusion of the study is that more destination businesses will increase the flow to downtown, the most important being dining establishments. He said he strongly supports this recommendation.

[Al Abbott](#) - 6908 Rainier Avenue. He serves on the Economic Develop Committee for the Chamber of Commerce. He read the definition of economic development from Harbor Business Review. He said that economic vitality is essential to communities like ours. He said, in his opinion, changing the zoning to accommodate restaurants 2 and 3 will foster the economic development and vitality along the waterfront. He asked Council to vote in favor of the ordinance extending from Skansie Park to Susanne's.

[Jeni Woock](#) - Citizens for the Preservation of Gig Harbor. She asked that Council not ignore what citizens have said are important to them. She stated that Level 1 café restaurants, limited in hours, size and equipment fit in well with the neighborhood and that commercial restaurants belong in the commercial zone. She said that some will financially benefit from this change but they do not live within the City of Gig Harbor but local neighbors are not for this change. She explained that on her map, 69 red squares say no, 5 say yes. Those connected to the City were not polled. Ms. Woock said that no one in Gig Harbor should be rewarded who disregards the general welfare and public safety of citizens. She is asking that Council deny Mr. Stearns personal zoning request.

[Councilmember Payne](#) asked Ms. Woock for clarification regarding the fire safety issue she mentioned in her testimony.

[Chuck Meacham](#) - 9509 Wheeler Ave. He said he supports the rezoning amendment to include Susanne's. The health of the downtown area concerns him and another full service restaurant would help promote a stronger economy. He said he feels it will also enhance the walking traffic along the waterfront. Mr. Meacham explained that the visioning documents and economic analysis that he has seen all support additional full service restaurants.

[Bruce Dishman](#) - 3404 Harborview Drive. He said he opposes the amendment and he doesn't think downtown Millville is stagnant or rotting away. He said we don't need more restaurants or a restaurant row and the area is vibrant now, people come to it and it's unique and historic. Mr. Dishman said he is against it.

[Jackie Olivier](#) - 3316 Harborview Drive. She thanked those on the Council who met with her personally. She said she knows of no other city or town as small as waterfront Millville that has rezoned to restaurant 2 & 3 and so close to historical and residential neighborhoods. She explained she will be subjected to noises, people talking and wandering outside of her home. She asked why Brix needs a deep fat fryer when they have survived quite well without one. She said that hamburgers, fries, pizza and fish n' chips are all fast food no matter who or what is the name of the restaurant that cooks it. Ms. Olivier explained that along with rezoning come car prowls, burglaries, and crime. She

said they have the right to live in peace and tranquility after 9pm. She said she expects her City Council to have her back, not the backs of the developers.

[Deborah Ross](#) - 8820 Franklin Ave. Ms. Ross said she supports the zoning text code amendment as the applicant proposed. She explained that Waterfront Millville has historically been a neighborhood of mixed use and this would be a positive addition to the core of downtown Gig Harbor. Ms. Ross thanked the Mayor and Council for time spent on this.

[Jack Bujacich](#) - 3607 Ross Ave. He said he is opposed to the amendment. He explained we have always had commercial development in that area but they were businesses that were open from 8 am to 5 pm. He said he feels cars will park on the street and he said to picture yourself living across from the restaurants. Mr. Bujacich said he doesn't think we need economic development downtown because there is already a draw to Gig Harbor and asks that Council turns it down the amendment.

[Mary Jackson](#) - 8212 Dorotich Street. She said the problem will be the parking as well as traffic. She explained she already sees that with New York Nails parking issues. Ms. Jackson stated she has asked the City of Gig Harbor to put a stop light in at Harborview and Dorotich because it can be difficult to get across. Adding a restaurant will destroy the charming aspect of Gig Harbor so many people enjoyed. She said moving the zone line would help keep it in the commercial zone, but not every area of Gig Harbor needs to be covered with businesses.

[Jim Franich](#) - He said he was disappointed in Councilmember Payne's questioning of Jeni Woock during her statements. He stated that keeping the hours of operation later is not compatible with the residential character. He explained that the residents on the other side of the street are who will be impacted by this. He said he sees no language that speaks toward the elimination of odors. Mr. Franich also said parking is an issue and hopes the Council votes no.

[Leah Filpot](#) - 2115 95<sup>th</sup> St Ct NW. She said she is very opposed to this and that council's mind is already made up. She said council doesn't need any more information and the red map with all the people that oppose it should be enough and this shouldn't have gone any further. She stated that council doesn't care and wants to cater to a businessman in the community. She said she feels sorry for the residents of Millville.

[Nick Allbrecht](#) – Fox Island. He said he feels downtown Gig Harbor doesn't have enough restaurants. He said they're looking to relocate to Millville and are in favor of the ordinance with map without the red line.

[Irene Stanich](#) – She said she lives across the street from the gate of Arabellas and will have to listen to the cars going in and out during the early morning and late at night. She thanked Councilmember Kadzik for adding the red line on the map. Ms. Stanich stated there are no sidewalks for the kids and no safety factors. She said she wants the best for our city.

[Charlotte Gerloff](#) – 7712 73<sup>rd</sup> Ct NW. She said she hopes council hasn't made their minds up and there is still openness to reconsider. She stated that the area is precious and important and there are areas away from the waterfront that can be developed. She asked council to reconsider not going with a quick fix with an attrition value for the population that has been here the longest.

[Tim Lopez](#) - 7655 52<sup>nd</sup> Pl. He said he is a chairman for the Chamber of Commerce and is a supporter for this change. The vitality of having the restaurants would bring more life to downtown and it isn't utilized as much as it could be. He said he hopes council votes in the positive.

[David Lovrovich](#) - 3319 Ross Avenue. He said he opposes the amendment and said what is ethical is for the people that live here and the 69 that oppose it and the 5 support it. He explained that the people that want it don't live there. He said a good closing time for businesses is 6pm and is also concerned about the smells from the restaurants. He added that there are 25 restaurants in the greater Gig Harbor area and another location would more appealing to Millville residents.

[Jennifer Lord](#) - She stated she works for a law firm that deals with conditional use permits and they are difficult to obtain and most are denied. She said most people don't realize how difficult the process is. She said she has been downtown when the beer pub is brewing and thinks pizza baking would be a better smell than that. Ms. Lord stated she is for it.

[Laurence Yeadon-Jones](#) – Vancouver, Canada. He said he has written a guide book on Puget Sound and has enjoyed his time here as a boater. He said he has worked 30 years as an architect on waterfronts and said none of the developments ever went against the wishes of the their residents. He explained the balance of the historic character which brings visitors can be balanced with development and that the council has the best interest at heart for the residents of the city. Mr. Yeadon-Jones added that although the waterfront is all about viability and economics, it has to be livable.

[Mayor Guernsey closed the public hearing at 7:14pm](#)

Mayor Guernsey said that while there is no vote, there must be direction given to staff.

[Councilmember Malich](#) asked Warren Zimmerman about the economic studies and if there are copies available. Mr. Zimmerman explained that there have been studies done that may be in archives at the City. Jennifer Kester added that the Arnett Muldrow study presented tonight by the Chamber has been distributed to Council.

[Mayor Guernsey asked for direction](#) for staff regarding where the lines should be and should the red line be included or not.

[Councilmember Kadzik](#) said he is in favor of the proposal when it goes to the red line. When it goes beyond that, he is concerned. He explained that small steps can give improvement and there is little to lose by making that step.

[Councilmember Malich](#) said he supports the red line proposal and has the least amount of impact.

[Councilmember Ekberg](#) stated that he agrees and to move forward in small increments is better than going too far and not being able to draw it back.

[Councilmember Payne](#) said he speaks for the full recommendation from the Planning Commission. He explained that the red line caters to applicant and their specific sight and the likelihood of more restaurants in this area is minimal at best. Councilmember Payne stated this is a policy decision and the job of the council is to approve or deny this change to the zone.

[Councilmember Perrow](#) said he is uncomfortable with the red line because a custom zoning change shows favoritism. He stated he is comfortable with the conditional use process and there are opportunities to raise the concerns. He said with strong protections, he is comfortable that they can achieve a good situation.

[Councilmember Arbenz](#) stated he has not made up his mind on this issue. He said Gig Harbor is unique and giving people more unique dining options is a good thing. He explained he is torn on this



issue, and at this point he's not comfortable to draw the red line but would rather vote on the proposal as it stands.

[Councilmember Lovrovich](#) said she is supportive of Councilmember Kadzik's proposal with the red line.

[Mayor Guernsey](#) said this will go to a second reading on April 27<sup>th</sup> with council deliberating more, followed by a third reading.

Jennifer Kester said she would bring options and staff recommendations to the second reading.

[Councilmembers deliberated on the hours of operation.](#)

[Mayor Guernsey called a 5 minute break at 7:42 pm.](#) [Council returned](#) to regular session at 7:50 pm.

**OLD BUSINESS:** None scheduled.

### **CITY ADMINISTRATOR / STAFF REPORT:**

1. [Dragon Boat Races](#) – Shawna Wise, Assistant City Clerk shared photos of the Dragon Boat Races with Council and explained that it was a wonderful opportunity and the City staff looks forward to another event next year.
2. [Well City Award](#) – Ron Williams, City Administrator, explained that the City won the AWC Well City Award for the second year in a row, thanked Shawna Wise and staff for their efforts and shared that the City employee insurance premiums for next year will be \$36,000 less. [Mr. Williams also shared that](#) the House version of the operating budget has come out and this budget proposes to fully fund the Heritage Grant which includes the Ancich Netshed and upland park. The House and Senate are negotiating for a final budget.

**PUBLIC COMMENT:** No public comment.

### **MAYOR'S REPORT / COUNCIL COMMENTS:**

[Mayor Guernsey](#) shared that it was good to see all the different departments come together for the Dragon Boat races.

[Councilmember Malich](#) requested that the no parking red zones around the Civic Center be used for overflow parking during council meetings.

[Councilmember Lovrovich](#) asked if there could be firework rules and regulations included in utility billing statements to remind the public and what lead time is needed to do that.

[Councilmember Perrow](#) shared that he has been working with the Downtown Waterfront Alliance to coordinate a community clean-up day on May 2<sup>nd</sup> and said there would be more information coming soon and he hopes that all will attend.

[The Mayor adjourned to the executive session at 8:00 pm and explained there would not be action taken.](#)

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.30.110(i).

**ADJOURN:** The meeting was adjourned at 8:18 pm.

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Jill Guernsey, Mayor

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Shawna Wise, Assistant City Clerk

## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, the Benevolent and Protective Order of the Elks has designated the week of May 1st – 7th as Youth Week to honor America’s Junior Citizens for their accomplishments, and to give fitting recognition of their services to the community, state, and nation; and

**WHEREAS**, Gig Harbor Elks Lodge No. 2560 will sponsor an observance during said week in tribute to the Junior Citizens of this community; and

**WHEREAS**, no event could be more deserving of our support and participation than one dedicated to our youth who are our nation’s greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and

**WHEREAS**, our youth can always use adult guidance, inspiration and encouragement to help develop the quality of personal character and endeavor, essential for future leadership; and

**WHEREAS**, to achieve these worthy objectives, we, as citizens, groups and civic leaders need to demonstrate willingness to partner with our youth; to appreciate their accomplishments, or, if necessary, to direct them to the multitude of worthwhile opportunities; and to help them understand and appreciate the responsibilities that come with community, national, and world citizenship,

**NOW, THEREFORE**, I, Jill Guernsey, Mayor of the City of Gig Harbor, do proclaim the May 1st – 7th as

### Youth Week

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27th day of April, 2015.

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Mayor, City of Gig Harbor

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Date

NOTICE OF LIQUOR LICENSE APPLICATION



*CLERK*

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  
DATE: 4/09/15

TO: MOLLY TOWSLEE, CITY CLERK

RE: ASSUMPTION  
From HOT IRON GIG HARBOR LLC  
Db a HOT IRON

APPLICANTS:

PHO & TOFU, LLC  
CHUNG, BAE RYONG  
1963-12-29  
CHUNG, WOL IM  
(Spouse) 1966-05-05  
PARK, JOHN JUNGHOOON  
1964-08-19  
PARK, SUZIE KIM  
(Spouse) 1978-03-22

License: 400916 - 1U County: 27  
UBI: 603-492-758-001-0001  
Tradename: PHO & TOFU  
Loc Addr: 5500 OLYMPIC DR NW STE A-109  
GIG HARBOR WA 98335-1489  
Mail Addr: 2340 130TH AVE NE STE 202  
BELLEVUE WA 98005-1763

Phone No.: 425-869-3670 SEONG KIM

Privileges Applied For:  
BEER/WINE REST - BEER/WINE

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 type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? .....   | <input 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?.....<br>(See WAC 314-09-010 for information about this process) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.                   |                          |                          |

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 04/06/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20150731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TUNNEY, MICHAEL S	SUSANNE'S BAKERY & DELI 3411 HARBORVIEW DR GIG HARBOR WA 98332 2127	408550	BEER/WINE REST - BEER/WINE
2. WALGREEN CO.	WALGREENS #12910 4840 BORGES BLVD NW GIG HARBOR WA 98332 6826	405890	GROCERY STORE - BEER/WINE SPIRITS RETAILER
3. LEE, UI SUP	CIGAR LAND-GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897	087024	BEER/WINE SPECIALTY SHOP
4. MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
5. HINDQUARTER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO
6. MORERUSS, LLC	SUNSET GRILL 4926 POINT FOSDICK DR NW GIG HARBOR WA 98335 1713	072299	SPIRITS/BR/WN REST LOUNGE + CATERING
7. JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUMA 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE
8. HERITAGE DISTILLING COMPANY, I	HERITAGE DISTILLING COMPANY 3118 HARBORVIEW DR GIG HARBOR WA 98335 2124	418676	CRAFT DISTILLERY

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 04/06/2015

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20150731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
9 . HERITAGE DISTILLING COMPANY, I	HERITAGE DISTILLING COMPANY 3207 57TH STREET CT NW STE 1 GIG HARBOR WA 98335 7586	409322	CRAFT DISTILLERY



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

**Subject:** Second reading of Six Month interim ordinance allowing for a Solar Demonstration Project in the C-1 zone abutting the waterfront.

**Proposed Council Action:** Motion to approve Ordinance No.1311 as written.

**Dept. Origin:** Planning Department

**Prepared by:** Lindsey Sehmel - AICP  
Senior Planner

*LNS*

**For Agenda of:** April 27, 2015

**Exhibits:** N/A

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

*DL 4/22/15*  
*RW 4/23/15*  
*emailed via 4/8*  
*N/A*  
*JK 4/23/15*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The Planning Department was approached by the Harbor History Museum and Peninsula Light Company regarding the siting of a community demonstration project for solar. The request would require a six-month interim ordinance to allow one demonstration project in the C-1 zoning district along the waterfront and exempting solar panels from design review and height requirements.

On March 9, 2015 the City Council directed staff to return with a draft ordinance for public hearing and consideration.

The interim regulations exempt solar panels from design review and height requirements for a six month period. A public hearing and first reading of the ordinance was held on April 13, 2015.

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee was presented with the request at their March 2<sup>nd</sup> meeting and made a recommendation to have a full presentation with the interested parties in front of council on March 9<sup>th</sup>.

**RECOMMENDATION / MOTION**

Motion to approve Ordinance No.1311 as written.

**ORDINANCE NO. 1311**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING REGULATIONS; ADOPTING INTERIM ZONING REGULATIONS TO ALLOW FOR THE INSTALLATION OF COMMUNITY SOLAR WITHIN THE CITY OF GIG HARBOR; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Gig Harbor is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

**WHEREAS**, the Harbor History Museum and Peninsula Light desire to install a community solar demonstration project within the City of Gig Harbor; and

**WHEREAS**, the community solar project will demonstrate a commitment to community education and environmental stewardship by the City, Peninsula Light and Harbor History Museum; and

**WHEREAS**, community solar contributes to the Harbor History Museum's educational mission; and

**WHEREAS**, the original Peninsula Light substation was sited at the existing location of the Harbor History Museum; and

**WHEREAS**, solar electric is a proven, cost effective resource that is underutilized on the Gig Harbor Peninsula; and

**WHEREAS**, given that the C-1 zoning district along Harborview Drive is the most intense commercial zoning in the view basin and the area serves as the northwest entrance to downtown Gig Harbor, the City Council feels that a community solar installation is appropriate for the area; and

**WHEREAS**, grant funding has been acquired by Peninsula Light and is contingent upon project completion by mid-2015; and

**WHEREAS**, installation of the panels would require exemption from design review and height standards for the project to be complete by mid-2015; and

**WHEREAS**, the City deems it premature to adopt permanent regulations prior to experiencing how the process for community solar works; and



**WHEREAS**, the Gig Harbor City Council has determined that the adoption of interim zoning regulations is necessary for community solar, to allow the use on existing developed areas in the C-1 zoning district along Harborview Drive; and

**WHEREAS**, interim land use controls may be effective for up to six months pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

**WHEREAS**, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the text amendment proposal on April 1, 2015; and

**WHEREAS**, the Gig Harbor City Council considered the ordinance at first reading and public hearing on April 13, 2015; and

**WHEREAS**, on April 27, 2015, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

**Section 1. Findings.** The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

**Section 2. Purpose.** The purpose of this interim zoning ordinance is to enact minimum zoning regulations for community solar demonstration project to ensure the opportunity to utilize funding available.

**Section 3. Definitions.**

- A. "Community Solar" means a fully operational solar electric collection system, sited in a highly visible area, established in coordination with Peninsula Light Company and the Bonneville Environmental Foundation.

**Section 4. Interim Zoning Regulations.**

- A. Zoning Districts. Community Solar is allowed in the C-1 zoning district parcels abutting the waterfront.
- B. Exemptions. Community Solar projects are exempt from height and performance standards in GHMC 17.40.100 and 17.50.060 and design review standards found in GHMC chapters 17.98 and 17.99.

**Section 5. Duration of Interim Zoning Regulations.** The interim regulations adopted by this ordinance shall remain in effect for six months from the effective date of this ordinance and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

**Section 6. Copy to Commerce Department.** Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

**Section 7. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 27<sup>th</sup> day of April, 2015.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela G. Summerfield

FILED WITH THE CITY CLERK: 04/08/15  
PASSED BY THE CITY COUNCIL: 04/27/15  
PUBLISHED: 04/29/15  
EFFECTIVE DATE: 05/04/15  
ORDINANCE NO. 1311



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

**Subject:** Consultant Services Contract, Amendment #2, with Robinson Noble for closeout reporting requirements during the Phase II Environmental Assessment of the two parcels (3807 and 3809 Harborview Dr.) adjacent to Eddon Boat Park.

**Proposed Council Action:**

Authorize the Mayor to execute an amendment to the existing Consultant Services Contract with Robinson Noble in an amount not to exceed \$8,004.67, for a revised contract total not to exceed \$39,890.67.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen Misiurak   
City Engineer

**For Agenda of:** April 27, 2015

**Exhibits:** Consultant Services Contract

**Concurred by Mayor:**






**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Director:**

**Approved by City Engineer:**

Initial & Date  
 4-21-15  
 4/21/15  
 Per email Dated 4-21-15  
 4-21  
 4/21/15  
 4-21-15

<b>Expenditure Required</b>	\$8,004.67	<b>Amount Budgeted</b>	\$865,000	<b>Appropriation Required</b>	\$0
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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 Department Of Ecology's (DOE) "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.

In March of 2015, Robinson Noble submitted the final Environmental Information Management (EIM) data to the Department of Ecology and overall report for the findings on the Nikolich Property. Ecology provided comments and accordingly Robinson Noble revised the report, tables, figures and data in response to these comments. Based on the revisions requested for this data and associated report by the DOE, additional time and labor was required by Robinson Noble to execute the creation of the final report (See Exhibit B of the attached Contract Amendment #2).

**FISCAL CONSIDERATION**

Funding for this expenditure and all prior Robinson Noble expenditures were from the reimbursable DOE Grant funding program resulting in zero city out of pocket monies.

The respective funding sources utilized to fund the above mentioned work is summarized as shown in the following table.

<b>Project Funding:</b>	
RCO Gant	\$ 262,500.00
City Funds (match) (HBZ)	\$ 262,500.00
DOE Grant Plus Federal Brownsfield Grant	\$ 340,000.00
<b>Design Expenses:</b>	
Project Design & Construction Support – Robinson Noble	\$ 39,890.67
Total Remaining Budget:	\$ 825,109.33

**BOARD OR COMMITTEE RECOMMENDATION**

City Council Approved the decision to apply for IPG funds in order to conduct an environmental assessment.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute an amendment to the existing Consultant Services Contract with Robinson Noble in an amount not to exceed \$8,004.67, for a revised contract total not to exceed \$39,890.67.

**SECOND AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ROBINSON NOBLE SALTBUSH**

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract dated July 23, 2013 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently contracting with the Consultant for Phase II Environmental Site Assessment at 3807 and 3809 Harborview Drive (Eddon Boat Expansion Project);

WHEREAS, the City desires to extend consultation services with the Consultant in connection with the aforementioned services; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

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

**Section 2. Compensation.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Eight Thousand Four Dollars and Sixty-Seven Cents (\$8,004.67), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

**Section 3. Duration of Work.** Section 4 of the Agreement is amended to extend the duration of this Agreement to March 31, 2016.

EXCEPT AS EXPRESSLY MODIFIED BY THIS SECOND AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE HEREBY RATIFIED AND INCORPORATED INTO THIS AMENDMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONSULTANT

CITY OF GIG HARBOR

By:   
\_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



ROBINSON  
NOBLE

April 16, 2015

Maree' George  
Public Works Assistant  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Subject: Cost overages of the Phase II Site Characterization of 3807 and 3809 Harborview Dr.

Dear Ms. George:

Robinson Noble, Inc. would like to clarify the cost overages for the Phase II Site Characterization of 3807 and 3809 Harborview Drive properties. The project was estimated to cost \$31,886 as of the last contract update and scope of work completed in November 2014, prior to completion of the field work. The final project cost is \$39,890.67, which is over the budget amount by a total of \$8,004.67.

**Overall Project Budget**

The overall project budget compared to the actual cost incurred is presented in Table 1, below, including the parties that completed the work.

Table 1. Overall Project Budget

Party	Work performed	Project scope	Actual Billing
Robinson Noble	Scheduling/reporting, meetings, hand augering, field observation, and sampling	\$8,075	\$14,823.02
Robinson Noble (Non-scope items)	Ecology work plan, EIM data management, Ecology revisions	--	\$3,658.75
Holt Services, Inc.	Environmental drilling/Vactor truck	\$5,175	\$3,582.25
Libby Environmental	Laboratory analysis	\$17,676	\$15,861.95
Miscellaneous	Expendables, mileage, equipment rentals, bridge tolls, PPE, etc.	\$960	\$1,503.03
Additional Non-scope	Langseth Disposal of IDW	--	\$461.67
<b>Overall project total</b>		<b>\$31,886</b>	<b>\$39,890.67</b>
<b>Total Project Amendment</b>			<b>\$8,004.67</b>

As summarized below, the cost overruns were related to additional work performed, non-scope items completed, and miscellaneous items.

**Additional Work Performed**

- Over the course of the project, numerous meetings, discussions, and conferences were completed between Robinson Noble personnel and City of Gig Harbor representatives, representatives of the Washington State Department of Ecology (Ecology), and repre-

Maree' George  
City of Gig Harbor  
April 15, 2015  
Page 2

sentatives of the property owner. The extent of these meetings and conferences were not accounted for in the initial project scope of work (estimated \$1,550).

- The project was scoped for two field days of Robinson Noble staff field time. Unfortunately, due to site conditions and inability for the drilling rig to perform drilling at several locations, the field work ended up taking four days to complete the project as nearly all the subsurface sampling locations required manual hand-augering to complete the project as scoped (\$1,792).

### ***Non-scope Items Completed***

- The work plan developed for Ecology (as required by grant funding) and subsequent revisions to the work plan were not scoped in the original budget causing cost overruns with regard to Robinson Noble staff time (estimated \$2,740).
- EIM data management and EIM data uploading to Ecology servers were not scoped in the project. These items were also required by the Ecology grant funding (\$918.75).
- Disposal of the investigative-derived waste was not included in the original project scope. Two drums of soil/groundwater were disposed of by Langseth Environmental Services (\$461.67).

### ***Miscellaneous Items***

- The two extra field work days caused additional travel mileage, equipment rentals, personal protective equipment, and bridge toll expenses that were not part of the project scope (\$543.03).

## **Closing**

Thank you the opportunity to clarify the budget status and cost overruns related to the 3807 and 3809 Harborview Drive Phase II investigation. If you have any questions or concerns about the project or information presented above or would like further clarification, please do not hesitate to contact us through email at [mbrady@robinson-noble.com](mailto:mbrady@robinson-noble.com) or by telephone at (253)475-7711.

Respectfully submitted,  
Robinson Noble, Inc.



Michael P. Brady, LG  
Senior Project Geologist





General Fee Schedule

January 2015

Professional Positions		Fee per Hour
Principal Engineer, Hydrogeologist or Environmental Scientist		\$175
Associate Engineer, Hydrogeologist or Environmental Scientist		\$160
Senior Engineer, Hydrogeologist or Environmental Scientist		\$135
Senior Project Engineer, Hydrogeologist or Environmental Scientist		\$117
Project Engineer, Hydrogeologist or Environmental Scientist		\$105
Staff Engineer, Hydrogeologist or Environmental Scientist		\$95
Senior Field Staff		\$86
Field Staff		\$69
Legal Support/Expert Witness Services/Testimony		150% of above rates
Support Positions		
Senior GIS/CAD Specialist		\$91
Senior Technician		\$91
Senior Administrator		\$80
GIS/CAD Specialist		\$80
Technician		\$80
Administrator		\$69
Clerical Support		\$69
Other Fees and Costs		
Subcontracts/ Management Fee	Professional services	15%
	Outside laboratory services	15%
	Construction subcontracts	15%
Other Costs	Travel (auto)	\$0.62/mile
	Travel (other)	Cost +10%
	Per diem	Prevailing State rate +10%
	Other direct expenses	Cost +10%
	Field and laboratory testing/equipment rental	See following pages

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

Hydrogeologic Equipment Rental Schedule  
January 2015

<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	Flat fee per project
	over 300 ft	Flat fee per project
		\$30
		\$60
DC Submersible Purge Pump (Single Stage)	Per pump	List price + 10%
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 2015

<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 Operated Peristaltic Pump	Per day	\$45
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
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$85
Soil Vapor Extraction System	Per month	\$750
Digital Camera	Per day	\$10
Other Equipment	Negotiated	Negotiated
<b><u>Consumable Items:</u></b>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
DC Submersible Purge Pump (Single stage)	Per pump	List price + 10%
DC Submersible Purge Pump (Dual Stage)	Per pump	List price + 10%
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 2015

<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 Points	Day	\$225
	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:** Sewage Lift Station 4B Replacement - Design, Permitting, and Preparation of Final Technical Bid Documents and Addenda

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Stephen Misiurak  
City Engineer

**Proposed Council Action:** Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix for the engineering services for final design, permitting, preparation of final technical bid documents and addenda in the not-to-exceed amount of \$833,787.71.

**For Agenda of:** April 27, 2015

**Exhibits:** Consultant Services Contract  
Scope of Work

**Concurred by Mayor:**

Initial & Date  
JM 4/23/15

**Approved by City Administrator:**

RW 4/23/15

**Approved as to form by City Atty:**

by email 4/22/15

**Approved by Finance Director:**

AK 4/23/15

**Approved by Department Head:**

4-22-15

Expenditure	Amount	Appropriation
Required \$833,787.71	Budgeted \$2,510,000	Required \$0

**INFORMATION / BACKGROUND**

Lift Station 4, located at Jerisich Park, experienced a catastrophic electrical failure in December 2010, which resulted in complete out of commission use of the pump station causing a sewage overflow discharge into the bay. While the necessary repairs were completed under an emergency condition, the station is vulnerable to another failure due to the small wet well capacity and aging mechanical equipment. Additionally, Lift Station 4, is grossly undersized from a capacity standpoint, difficult to maintain, with very minimal response time when a problem occurs.

In addition to the replacement of the below ground facility with a new above ground station, improvements will also consist of the replacement of the existing and aged public bathrooms, along with a public viewing platform to be located as part of the roof structure of the new pump station. This is an especially complex project from a permitting perspective as the location of the improvements is upon a prominent parcel located within the historic waterfront district.

A Request for Proposals for engineering services was advertised in March 2011. Eight proposals were received and Parametrix was selected as the most qualified consultant to perform the engineering and permitting for this project.

This price includes permitting, final design, preparation of bid documents, and providing bidder clarifications to questions that arise during the bidding process. A future contract amendment will be taken before Council for approval at the time of the construction contract is awarded.

Construction is expected to occur after Labor Day 2016 and be completed prior to Memorial Day 2017.

**FISCAL CONSIDERATION**

The 2015-2016 budget has allocated \$2,510,000 for this improvement project and sufficient funds exist to fund this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

Several community outreach workshops and public meetings have been held and at the City Council meeting of February 9, 2015, Council directed staff to proceed with the final design and permitting of this project at the Jerisich Dock site, with the understanding that the existing rest rooms will be replaced and incorporated into the new pump station along with the incorporation of a public viewing dock on top of the pump station.

**RECOMMENDATION / MOTION**

Approve and authorize the Mayor to execute the Consultant Services Contract with Parametrix for the engineering services for final design, permitting, and preparation of final technical bid documents and addenda in the not-to-exceed amount of \$833,787.71.

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PARAMETRIX, INC.**

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

**RECITALS**

WHEREAS, the City is presently engaged in the design, permitting, preparation of final bid documents and addenda 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 Eight Hundred Thirty-three Thousand Seven Hundred Eighty-seven Dollars and Seventy-one Cents (\$833,787.71) 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. **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 March 1, 2018; provided however, that additional time shall be granted by the City for excusable days or extra work.

4. **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.

5. **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.

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or



suits including attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. 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:  
Parametrix, Inc.  
ATTN: Shannon Thompson  
4660 Kitsap Way, Suite A  
Bremerton, WA 98312  
(360) 377-0014

CITY OF GIG HARBOR:  
ATTN: Stephen Misiurak  
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

EXHIBIT A

**SCOPE OF WORK**

**City of Gig Harbor**

**Sewage Lift Station No. 4B Replacement**

**BACKGROUND**

This Scope of Work Provides for the Permitting, final design and preparation of a bid set of construction specification and drawings and responses to the bidder inquiries for the new pump station 4B.

The City of Gig Harbor (City) has planned improvements to Lift Station No. 4B as outlined in the City's adopted 2012 Wastewater Comprehensive Plan that includes a parallel construction of a new lift station. The existing lift station, located in the Jerisich Dock area of the City's Skansie Park, is over 20 years old, with antiquated electrical and mechanical components. The lift station is of essential importance to the City, as it currently pumps approximately 50 percent of the influent flow to the City's Wastewater Treatment Plant (WWTP). The station currently does not have the City's desired capability for an emergency pump, its wet well is undersized, and its mechanical and electrical equipment is obsolete.

The future lift station is to be adjacent to the existing restroom facility area at Jerisich Dock. The current restrooms at Jerisich Dock are flooded by sea water during extreme high tides, which causes floor drains to become inundated with sea water. This inundation results in the discharge of a significant and damaging volume of salt water through the wastewater collection system and to the wastewater treatment plant. As a result, planned improvements also include reconstructing the restroom above the extreme high water elevations.

To further enhance the existing park area, the City desires to create a "welcome center." This welcome center would include new restrooms with shower facilities, a self-guided directory of local services to supplement the nearby Visitor's Center, and a viewing platform located above the welcome center.

The planned improvements for the future lift station include:

- The future sewer lift station shall be adequately sized, permitted, and located within the Jerisich Dock area.
- The existing restrooms at Jerisich Dock shall be reconstructed above an elevation that accounts for climate change and sea level rise (approximately elevation 14.0 NAVD 88).
- The enclosed mechanical/control room for the lift station shall be combined with the new restrooms to create a "welcome center" that enhances the north end of Jerisich dock for visitors and residents alike. Restrooms and Welcome center shall be designed to be ADA compliant.
- The design of the welcome center shall incorporate a viewing platform that includes general design concepts presented through the architectural design charrette.

The new restrooms and lift station shall be integrated with the adjoining Skansie Park through updates to the hardscape area and landscaping in the immediate vicinity. Furthermore the Fisherman's memorial will be relocated and incorporated into a water feature to greet visitors to the Welcome Center.

## EXHIBIT A

This scope of work describes the necessary tasks to complete the management, application for the required permits, design, bid documents, public outreach, for the replacement of Lift Station No. 4 as well as the demolition and rebuild of the public restrooms within Jerisich dock. The simultaneous integration and coordination between technical design, aesthetic design and project cost will be of critical importance during the design phase. Of additional importance is the requirement for limited or no impact to Skansie Park and Jerisich Dock, and its associated public events throughout all phases of project development.

The project will be designed following a notice to proceed (NTP) in the month of April 2015. Parametrix will begin the design within 10 working days following issuance of the NTP. PMX will work diligently to produce the conceptual drawings for approval by the city. Following City approval, Parametrix will produce a 30 % submittal for the City to review and comment on. These comments will be reviewed and incorporated into a Permit set. This is the milestone that will start the permitting timelines. The permitting process and the Design will run concurrently so-as to prepare a biddable project in mid May 2016. A limited notice to proceed will be issued to the selected contractor to submit submittals and procure long lead equipment. It is anticipated that construction in the field will begin in September of 2016 following the Labor Day holiday and be substantially complete by Memorial Day 2017.

### **PHASE 01 – PROJECT MANAGEMENT**

#### **Task 01 – Project Management Services and Public Outreach**

##### *Objective*

Project management will provide coordination between the City staff, City officials, subconsultants, and the design team members. The project manager (PM), Shannon Thompson, shall be an extension of the City staff and its officials, acting as an agent and on behalf of the City. The project manager will work to move the schedule and team forward in a timely, consistent, and responsive manner – with the overarching goal of accomplishing the project goals of content, schedule, and budget. We will also attend City Council meetings that pertain to the project as requested by the City and two public open houses to provide pertinent information to the general public.

##### *Approach*

- Update the City on a regular basis regarding completion of scope work items, project timeline, budget, and overall project administration.
- Provide Quality Assurance and alignment with the City's overall project goals.
- Coordinate with all City staff, Project staff, and subconsultants.
- Liaise with the Design Review Board (DRB) and receive DRB input, provide community outreach with both the Council and the general public
- A directed services task has been set up for items not developed in this scope to be utilized at the City's discretion through a management reserve fund contained within this proposal.
- Work to proactively resolve and report issues to the City Engineer.
- Attend bi-weekly meetings with the City to discuss project status updates.

## EXHIBIT A

- Bidding assistance will be provided to respond to bidding questions and design interpretation.
- PM will oversee all subconsultants' work as well as ensuring timely submittal of all work products.
- PM will review all subconsultants' work for completeness, accuracy, and comprehensiveness and ensure that all work products are merged together in a harmonious manner resulting in a comprehensive work product.
- PM will attend other meetings on a routine basis as requested by the City Engineer.
- PM to proactively respond to project issues that could side track the progress schedule and recommend creative solutions to the City to address those unique issues and keep the project tracking on schedule.
- The PM shall utilize the City's filing structure.
- Utilizing the already existing City forums structure and format, the team will work with the City to provide pertinent information regarding the design and construction of the new lift station. Working with the current park schedule, we will begin the process to provide information to the public of the design concepts, the need, and the remedies for the work that will take place.
- Consultant along with the City will engage the public and Council and other interest groups and address their concerns and to as much practicable, incorporate their requests in the final pump station aesthetics.

### *Assumptions*

Project timeline will follow as described in the attached schedule. Notice to proceed is expected on April 27, 2015. The City will provide notification of the public meetings through newspaper of record, flyers, and posting at the project location. One open house style public meeting will be required.

### *Deliverables*

The project manager will provide monthly progress letters and invoice descriptions that clearly identify tasks and items completed for the month prior as well as a schedule update to reflect progress within the project timeline. These invoices will include expenses by task, hours worked by personnel, and direct costs associated with subconsultants. The progress letters will also detail any out of scope requests or budget/schedule issues.

Deliverables include:

- Meeting Minutes.
- Monthly invoices and progress report that will provide remaining project ending fund balance and that reflect the same format as used in the WWTP project.
- Routine correspondence.
- Provide a monthly expenditure graph that depicts actual project expenses incurred to date vs. available project budget. PM to update those schedule by reflecting percent complete of each task

## EXHIBIT A

item. PM to set the baseline project schedule and monthly or more often as necessary monitor and update the project critical path schedule and provide the original schedule updates to the City for review and if necessary make revisions as requested by the City.

- Attend regularly scheduled meetings at a location and place determined by the City engineer.

Coordinate and attend a project open house at the concept level, or 30% complete level:

- Prepare comment form.
- Prepare a draft and final press release.
- Prepare presentation materials.
- Attendance and presentation to the City Council as requested by the City Engineer.

### **Task 02 Environmental Compliance and Permitting**

#### ***Objective***

Conduct environmental analysis and prepare documentation to comply with the State Environmental Policy Act (SEPA) and City of Gig Harbor SEPA Ordinance (Gig Harbor Municipal Code Title 18.04), and prepare permit applications to obtain project approval from the City of Gig Harbor.

#### ***Approach***

- Procure a subconsultant to perform a hazardous materials survey to include evaluation for presence of lead paint and asbestos.
- Perform engineering analysis and studies in support of Drainage Control Plan and Erosion and Sediment Control Plan submittal required for permit applications.
- Attend one pre-application meeting with City staff combined with a site visit.
- Prepare a draft SEPA environmental checklist with supporting technical materials for review.
  - Due diligence will include review of data from several sources including the Washington Department of Archaeology and Historic Preservation, Washington Department of Fish and Wildlife Priority Habitat Data, Washington Department of Natural Resources Natural Heritage Program, and City of Gig Harbor information.
- Revise draft SEPA checklist based on City comments and prepare final SEPA checklist.
- Prepare Habitat Assessment & Habitat Management Plan per the requirements of GHMC Chapter 18.08.
- Prepare table of required permits and identify the responsible party.
- Prepare City of Gig Harbor applications for the following permits and obtain those permit approvals:
  - Zoning Code required Conditional Use Permit.
  - Shoreline Substantial Development Exemption (for the geotechnical boring).



EXHIBIT A

- Shoreline Substantial Development (includes an additional Joint Aquatic Resource Permit Application [JARPA] form).
- Shoreline No Net Loss of Ecological Function Analysis per GHSMP subsection 6.2.2
- Shoreline Variance (for development within regulated vegetation conservation buffer and building setback from OHWM)
- Major Site Plan Review
- Design Review (also Design Alternative Approval per DRB if design doesn't meet one or more of required design standards)
- Zoning code required setback variance (front yard setback)
- Flood Hazard Permit per GHMC Chapter 18.10
- Special Flood Hazard Area Assessment per GHMC Chapter 18.10
- Alternative Landscape Plan (if driveway and/or dumpster or other improvements are proposed within north side minimum building setback area)
- Encroachment Right-of-Way.
- Demolition.
- Land Clearing and Grading.
- Building.
- Fire Sprinkler
- Prepare Ecology application for Temporary Water Quality Exceedance (if needed).
- Respond to requests for additional information from the permit agencies during permit review.
- Attend two coordination meetings with City.
- Attend the public hearing and provide testimony on behalf of the City if requested on the Shoreline and Conditional Use permits.
- Attend DRB meetings and make project presentation and answer questions.
- Geotechnical evaluation will be performed by HWA Geosciences, Inc. and includes the following:
  - One 40-foot boring.
  - Installation of one Piezometer to measure four water level reading over a 3-month period.
  - Prepare geotechnical report of existing conditions to include the following:
    - A test boring log will be produced to depict the subsurface soil conditions encountered in the test boring as well as the groundwater level reading.
    - Caisson and excavation shoring alternatives will be discussed with respect to construction and economic standpoint. Wet-well excavation methods will be discussed as to how to deal with groundwater dewatering and tidal influence to the excavation.

## EXHIBIT A

- Soil bearing capacities and lateral earth pressures will be recommended for the foundation design for the various parts of the structures. Compaction criteria will be recommended for all anticipated backfill. Seismicity at the site will be discussed to assist the structural engineer's seismic design and analyses.
- All project work will be performed above mean higher high water (MHHW) and the Ordinary High Water Mark (OHWM) and in-water work permits from the USACE and/or WDFW will not be required.
- The SEPA determination will be either a Mitigated Determination of Non-Significance (MDNS) or Determination of Non-Significance (DNS). (The project will not require an Environmental Impact Statement [EIS].)
- The City will be responsible for publishing SEPA notifications including the SEPA determination in the paper of record.
- There is no asbestos or lead-based paint in the existing lift station/restrooms.
- It is assumed that the public hearing for the Shoreline and Conditional Use permits will be combined.
- The City will be responsible for any permit fees.
- It is assumed that water from the dewatering operation will be discharged in Gig Harbor, It is assumed that filtering of discharge could be required if total site dewatering is not possible and should be budgeted for design through proper treatment procedures.
- Permits to be applied for and coordinated by Parametrix and not the contractor.

### ***Deliverables***

- Hazardous Materials Survey Report.
- Drainage Control Plan.
- Erosion and Sediment Control Plan.
- Draft and final versions of the SEPA Environmental Checklist in electronic format and one hardcopy (one copy).
- Table of required permits.
- Habitat Assessment/Habitat Management Plan per GHMC Chapter 18.08; Shoreline No Net Loss Analysis per GHSMMP subsection 6.2.2 & Special Flood Hazard Area Habitat Assessment per GHMC Chapter 18.10<sup>1</sup>
- Completed permit applications and supporting materials for the following permits: Zoning Code Conditional Use, Shoreline Substantial Development Exemption, Shoreline Substantial Development, Shoreline Variance, Major Site Plan Review, Design Review and Design

<sup>1</sup> All three assessments may be combined into a single report organized by the pertinent requirement.

## EXHIBIT A

Alternative Approval (if necessary), Zoning Code setback variance, Flood Hazard, Alternative Landscape Plan, Encroachment Right-of-Way, Demolition, Land Clearing and Grading, and Building.

- One Geotechnical Report incorporating the City's comments.

### PHASE 02 – DESIGN

#### *Objective*

The consultant shall prepare the final bid ready design package in accordance with the 50 Division Construction Specifications Institute (CSI) format.

The City of Gig Harbor desires to replace the antiquated Lift Station No. 4, located at Jerisich Dock, adjacent to Skansie Park. The following is the assumed basis of design for this scope of work:

- The existing lift station and existing public bathroom building will be demolished.
- The new lift station will be located within the Jerisich dock park property in the area of the existing bathroom building.
- The new lift station building will incorporate public bathrooms, including a small storage room. The size of the bathrooms will be increased in size from existing to include up to three stalls for women, a second urinal for men, a changing table, and two single stall ADA restrooms. The roof of the building will be a viewing platform, and an ADA lift will be provided to the roof area. The building will also include an electrical room and a mechanical room for the pumping facilities.
- The lift station will be designed in accordance Department Ecology requirements for Class I Reliability as well as City Public Works standards and WA State Labor and Industry Standards
- The facility will include two submersible pumps mounted in a below ground concrete wet well; and one aboveground City provided self-priming diesel engine driven pump mounted in the mechanical room in the building. The submersible pumps will be operated by variable frequency drives (VFDs). The pump station will pump into the existing force main.
- Lift station design will include one UPS or small generator to handle auxiliary loads during a power outage (Screwsucker will provide pumping of sewage).
- Lift station will include a packaged duplex air gap/break pump system for wash down water.
- The wet well will be approximately 12 feet in diameter. The maximum depth of the wet well is to be approximately 27 feet for cleaning purposes, and minimum depth of 20 feet. Caisson construction is assumed for the wet well, but alternative construction methods will also be considered.
- It is assumed that in-line emergency storage will be provided using a pipe between 4 ft and 6 ft diameter, to provide a minimum of 28,000 gallons of emergency storage, including any storage in the wet well. The inline storage would be immediately upstream of the wet well, and due to site constraints the majority of the in-line storage pipe would be in Harbor View Drive.

## EXHIBIT A

- The lift station shall be designed to support a rated capacity of no less than 1,060 gpm at approximately 64 feet total dynamic head per submersible pump. The capacity of the standby diesel driven pump purchased by the City can be set to match or exceeds this capacity, depending on its engine speed. This also conforms to the 1,060 gpm, build-out year 2050 flow as shown in the City of Gig Harbor Wastewater Comprehensive Plan Update (November 2009). A planned obsolescence approach shall be used. Design of piping and spatial needs shall be for build-out but smaller pumps utilized for current to 15 year flow capacity. Using build-out flow design numbers to size pumps will result in severally over-sized pumps. The specified size of the submersible pump will be evaluated and may be decreased, at the City's discretion, to match a peak flow closer to the 15 year design life. Each pump shall be designed to pump design flow should one pump fail or become clogged the other is capable of full design flow. The diesel dry-prime pump purchased is for build-out flows but with its throttling capabilities give it a wide range of flow capabilities to meet current and build-out flows and total dynamic head.
- The self-priming pump is currently owned by the City and rated for over 1,100 gpm. It will be moved, with its enclosure, into the building and connected directly to the wet well and set up for automatic standby operation. The facilities will also include a valves and flow meter mounted in the mechanical room. Cross connection control for utility wash down water will be provided.
- A small generator with automatic transfer switch will be evaluated for power to lighting, controls, and telemetry during a utility power outage, unless an alternative can be developed using custom accessories for the engine driven self-priming pump and its dc power supply.
- The station will also include a carbon-based odor control unit with associated fan, pulling foul air from the wet well. The odor control unit will be mounted within a secure area of the building. Discharge of scrubbed air and noise from unit as well as exhaust from dry-prime pump must reach above proposed viewing platform.
- The project will also include revisions to the walkway and landscaping to accommodate the new pumping facilities, new building, and the demolition of the existing lift station. This will include providing maintenance access to equipment at the lift station. In addition, the project will relocate the Fisherman's memorial into a water feature adjacent to the welcome center.
- The project will also include a structural system to structurally isolate the new building from the existing bulkhead (seawall).
- The existing 24-inch concrete stormwater pipe will be rerouted within the park to place it outside the limits of the new building. The existing stormwater outfall will not be modified.

### **Task 01 – Mechanical Design**

#### ***Objective***

To generate a mechanical design from concept level to bid set ready documents, and coordinate with the other disciplines and the City to provide a quality design satisfying the overall above stated objectives.

#### ***Approach***

The following approach will be performed:

## EXHIBIT A

### Conceptual Design

- Prepare preliminary manufacturer equipment list.
- Coordinate with other disciplines to confirm whether Mechanical and Electrical Rooms will be two separate rooms or a combined space. Consider NEC and Building Code space classifications, fire protection requirements, and added cost of electrical/control panels in a potentially wet area.
- Prepare conceptual general arrangement plan for Mechanical Room indicating the space requirements for all major equipment, including the diesel engine driven pump with manufacturer's enclosure, odor scrubber with manufacturer's enclosure, pump discharge and isolation valves, the flow meter, utility water station, air gap tank and dual supply pumps.
- Establish the heating, ventilation, air condition conceptual design for building, including the Mechanical Room, Electrical Room, and Bathrooms.
- Establish plumbing design strategy for utility water and bathrooms.
- Coordinate with architect and fire suppression engineer to determine code requirements, fire suppression technology, and performance specification and drawing requirements, including impacts on mechanical, electrical, and controls.
- Establish the revised wet well location, considering up to two alternatives.
- Prepare opinion of probable construction cost for mechanical portions of the project (AACE Estimate Class 4) and in accordance with City format
- Prepare a list of lead times for major equipment for City pre-purchase.
- Prepare for and attend two concept design level workshops with the City.
- Incorporate City review comments into the design.

### 30% Design

- Prepare manufacturer equipment list.
- Establish/confirm manufacturer equipment sizes and ratings.
- Coordinate with manufacture to acquire manufacturer prepared pump curves.
- Prepare specifications for the City pre-purchase of submersible pumps.
- Complete a steady state and water hammer hydraulic analysis.
- Prepare general arrangement plan for Mechanical/Electrical Room(s) indicating layout of all equipment including electrical and piping. Include water supply, if required, for fire suppression.
- Prepare plan and section of wet well and submersible pumps.
- Update opinion of probable construction cost for mechanical portions of the project.
- Prepare for and attend up to two design review meetings with the City.
- Incorporate City review comments into the design.

## EXHIBIT A

### 60% Design

- Prepare 60% complete mechanical drawings and details.
- Update the opinion of probable construction cost for mechanical portions of the project.
- Prepare for and attend two design review meetings with the City. Incorporate City review comments into the design.
- Consultant to cross check mechanical specification and drawings with all the other sections of the contract bid document for consistency and accuracy.

### 90% Design

- Prepare 90% complete mechanical drawings and details.
- Prepare mechanical specification sections.
- Update the opinion of probable construction cost for mechanical portions of the project.
- Prepare building permit related calculations and form for mechanical portion of project.
- Update equipment lead times for major equipment.
- Prepare for and attend design review meetings with the City.
- Incorporate City review comments into the design.
- Consultant to cross check mechanical specification and drawings with all the other sections of the contract bid document for consistency and accuracy.
- Consultant to update and complete the City front end of the bid and specification package.

### Bid Set

- Prepare final mechanical drawings and details.
- Prepare final mechanical specification sections.
- Update the opinion of probable construction cost for mechanical portions of the project.
- Provide electronic Autocad drawings to City for all drawings. Drawings to be in 3D format.

### ***Assumptions***

Anticipated mechanical drawing list:

- M1 – Mechanical Legend and Symbols.
- M2 – Mechanical Demolition.
- M3 – Mechanical Building Floor Plan.
- M4 – Mechanical Wet Well and Piping Plan and Section.
- M5 – Mechanical Plumbing Diagrams and Fixture Schedule.

## EXHIBIT A

- M6 – Mechanical HVAC.
- M7 – Mechanical Details.

Fire suppression requirements will be provided by the fire suppression engineer, under a separate task. The water supply inside the building, if required, will be shown on the mechanical drawings. Fire suppression requirements from the fire suppression engineer will be assembled into a performance specification. Detailed design of the fire suppression and alarm system will be by the contractor.

Support provided by the mechanical team to prepare building permit applications, submittals, and calculations assumes two hours, eight hours, and four hours for the Design Manager, Mechanical Engineer, and Mechanical/Civil Engineer respectively. Otherwise, design drawings are assumed to be adequate for permit submittal and will not require a special deliverable.

City will review the 100 percent to determine if deliverable is 100 percent and make the final call on whether bid package is ready for bid. If not consultant will incorporate City review comments and re-review prior to bidding.

The majority of the design will be prepared using a Revit 3D model. Final 2D AutoCad files will be prepared from the model for the City at the end of the project.

### ***Deliverables***

- Conceptual Mechanical General Arrangement drawing.
- Preliminary, 30%, 60%, 90%, and bid set manufacturer equipment lists.
- 30%, 60%, 90%, and bid set mechanical drawings.
- 90% and bid set mechanical specifications incorporating all City review comments.
- Concept level, 30%, 60%, 90%, and bid set opinions of probable construction cost for mechanical work. Bid set will be sealed by engineers of record.
- Estimate lead times for major manufacturer equipment, at concept design and 90% complete.
- Provide engineer stamped and signed engineer's opinion probable construction cost.
- Final AutoCad and PDF electronic files (converted from 3D model files).

### **Task 02 – Civil Design**

#### ***Objective***

To provide civil design from concept level to bid set documents, and coordinate with the other disciplines and the City to provide a quality design meeting the overall above stated objectives. The Civil design will incorporate a quantity fill and embankment compaction volumetric table. Also included is the detailing out of the new curb ramp complete with elevations existing and proposed so that all new hardscape improvement are ADA compliant.

## EXHIBIT A

### *Approach*

The following approach will be performed:

#### Conceptual Design

- Prepare preliminary site paving and grading and utility plans.
- Evaluate alternatives for in-line storage pipe and prepare preliminary recommended layout.
- Prepare site erosion control and dewatering plan
- Prepare storm drainage plan
- Prepare site civil demolition plan
- Prepare site civil improvement plan including caisson structure improvements.
- Prepare preliminary engineer's opinion of probable civil/site work construction cost in accordance with WSDOT standard unit bid price items and criteria.
- Prepare for and attend one concept design workshops with the City.
- Provide demolition plan
- State the parameter of the civil designs.
- Provide existing and proposed contour lines and elevations, key legend map, abbreviations.

#### 30% Design

- Prepare 30% complete civil drawings.
- Prepare 30% engineer's opinion of probable civil construction cost.
- Prepare for and attend one design review meeting with the City.

#### 60% Design

- Prepare 60% complete civil drawings including details.
- As part of 60% drawings, prepare traffic control plans to accommodate both the short and long term rerouting of traffic during construction.
- Prepare 60% engineer's opinion of probable civil construction cost.
- Prepare for and attend one design review meeting with the City.

#### 90% Design

- Prepare 90% complete civil site plans.
- Prepare civil specification sections.
- Prepare 90% engineer's opinion of probable civil construction cost.



## EXHIBIT A

- Prepare for and attend one design review meeting with the City.

### Bid Set

- Prepare Bid Set civil drawings and details.
- Prepare Bid Set civil specification sections.
- Prepare Bid Set civil cost stamped and signed engineer's opinion of probable construction cost .
- Provide Autocad drawings to the City complete with survey base map and corresponding linked civil software cogo database.

### *Assumptions*

Anticipated civil drawing list:

- C1 – Site Preparation, Staging, Erosion Control and Demolition Plan.
- C2 – Site Paving and Grading Plan (include depiction of existing and proposed contour lines).
- C3 – Site Utility Plan (including storm drainage).
- C4 – In-Line Storage Plan and Profile
- C5 – Civil Details.
- C6 – Civil Details.
- C7 – Civil Details.
- C8 – Volumetric earthwork table and supporting documentation
- C9 – ADA curb ramp details with existing and proposed elevations (ADA ramps are assumed at grade with no structural elements).
- C10 – Traffic Control Plan.

### *Deliverables*

- Conceptual civil drawings.
- 30%, 60%, 90%, and bid set civil drawings.
- 90% and bid set civil specifications.
- Concept level, 30%, 60%, 90%, and bid set opinions of probable construction cost for civil work.
- Engineer's opinion of probable construction cost, and final engineer stamped engineer's opinion of probable construction cost.
- Final electronic files for civil drawings in PDF and AutoCAD format.

## EXHIBIT A

### **Task 03 – Structural Design**

#### *Objective*

To provide structural design from concept level to bid set documents, and coordinate with the other disciplines and the City to provide a quality design meeting the overall above stated objectives.

#### *Approach*

The following approach will be performed:

##### Conceptual Design.

- Coordinate with geotechnical engineer and determine the following:
  - Strategy for isolating building foundation from existing seawall.
  - Foundation strategy for building (piles support is assumed). Foundation and construction strategy for wet well.
- Coordinate with architect and establish roof system for building.
- Structural code analysis for building.
- Prepare opinion of probable construction cost for structural portions of the project (AACE Estimate Class 4).

##### 30% Design

- Provide structural dimension requirements for general arrangement plan and section of building.
- Provide structural strategy for wet well lid.
- Update opinion of probable construction cost for structural portions of the project.

##### 60% Design

- Prepare 60% complete structural drawings and details.
- Update the opinion of probable construction cost for structural portions of the project.

##### 90% Design

- Prepare 90% complete structural drawings and details.
- Prepare structural specification sections.
- Update the opinion of probable construction cost for structural portions of the project.
- Prepare building permit related calculations for structural portion of project
- Provide building department coordination and permit application preparation for structural portion of building permit application.

## EXHIBIT A

### Bid Set

- Prepare final structural drawings and details.
- Prepare final structural specification sections.
- Update the opinion of probable construction cost for structural portions of the project.

### *Assumptions*

Anticipated structural drawing list:

- S1 – Structural Abbreviations, Notes and Special Inspections
- S2 – Structural Notes
- S3 – Building Foundation
- S4 – Building Floor Plan
- S5 – Building Roof Plan
- S6 – Building Elevations and Sections
- S7 – Building Section and Details
- S8 – Structural Building Details
- S9 – Wet Well Plans and Section
- S10 – Structural Details

### *Deliverables*

- Written summary of foundation strategies.
- 30%, 60%, 90%, and bid set structural drawings.
- 90% and bid set structural specifications.
- Concept level, 30%, 60%, 90%, and bid set opinions of probable construction cost for structural work. Bid set will be sealed by the engineer of record.
- Final electronic files for structural drawings in PDF and AutoCAD format.

### **Task 04 – Architecture (Brett Marlo Designs & David Fisher, Fisher Architects)**

#### *Objective*

Design a “Welcome Center” with local character for the City of Gig Harbor at Jerisich Dock. The existing restrooms at Jerisich will be reconstructed above an elevation that accounts for climate change and sea level rise. The enclosed control room for the lift station will combine the new restrooms to create a welcome center that enhances the north end of Jerisich Dock for visitors and residents alike. The design

## EXHIBIT A

of the welcome center will incorporate ADA accessibility, including an elevator to the top deck, and a view platform that includes general design concepts presented through the architectural design charrette.

### *Approach*

- Conceptual Design
- Two site visits
- Four progress meetings with City of Gig Harbor.
- Four integrated design meetings- will coordinate with structural, mechanical, electrical, plumbing and civil design team members, including building department.
- Two design workshops with City of Gig Harbor.
- Prepare conceptual drawings:
  - Proposed floor plan and key elevations.
  - Provide rendering.

### 30% Design

- Prepare construction documents:
  - Provide site plan, building sections, elevations, exterior details and roof plan.
  -
- Progress meeting with City of Gig Harbor.
- Two integrated design meetings- will coordinate with structural, mechanical, electrical, plumbing and civil design team members, including building department.
- Present to City Council.
- Cost estimating.

### 60% Design

- Prepare permit construction documents and specifications.
- Provide renderings.
- Architectural Specifications.
- Cost estimating.
- Submittal preparation.
- Progress meeting with City of Gig Harbor.
- Two Integrated design meetings- will coordinate with structural, mechanical, electrical, plumbing and civil design team members, including building department. Meet with Design Review Board and prepare and provide the required review board renderings and other pertinent project information.
- Provide permit assistance.

### 90% Design

- Respond to permit questions.
- Prepare Bid Packages.
- Respond to bid questions.

## EXHIBIT A

- Review bids/recommend contractors.
- Provide renderings.
- Architectural Specifications.
- Cost estimating.
- Submittal preparation.
- Progress meeting with City of Gig Harbor.
- Two integrated design meetings- will coordinate with structural, mechanical, electrical, plumbing and civil design team members, including building department.
- Meet with Design Review Board and prepare and provide the required review board renderings and other pertinent project information.
- Present to City Council and up to two times before the public works committee.
- Public Meetings.

### Final

- Public Meetings.
- Two site visits.
- Pre-construction meeting.
- Respond to RFI's
- Pre-construction meeting.
- Review submittals
- Prepare final punch list upon construction completion.

### ***Deliverables***

- Prepare 3d conceptual drawings that include proposed floor plan and key elevations.
- Construction Documents submitted at 30%, 60%, 90%, and bid.
- Provide a Construction Cost estimate at 30%, 60%, 90% and final
- Prepare Architectural Design Review Packet.
- Two Renderings of Project for public outreach efforts.
- Assembly (Preparation) of notification of public outreach event.
- Respond to bidder questions and provide addendum text as necessary
- Code Analysis Drawing
- Energy Analysis
- Architectural 3-D Drawings
- Technical Specifications/Documents in accordance with CSI 50 division format.
- Final electronic files in PDF and AutoCad format
- Sound Analysis Specifications

## EXHIBIT A

### Task 05 – Electrical (Richard Sample Engineering [RSE])

#### *Objective*

To provide electrical design services, with the exception of SCADA system design, required for replacement of existing Lift Station No. 4. The following is the assumed basis of design for this scope of work:

- Maintain operation of existing Lift Station No. 4, including standby power. Stand by power will be looked at as an alternative to maintain operation with the use of the existing diesel dry-prime pump which could also serve as a bypass pump during construction. The generator is in the middle of the proposed construction and site constraints may make it near impossible to utilize. Off-site telemetry communication until the new Lift Station No. 4 is fully tested and operational. Complete demolition drawings showing existing station plan and power/signal one-line diagram will be included to ensure that the Contractor fully understands original station electrical.
- Provide complete new lift station electrical that meets City of Gig Harbor Wastewater Department standards (i.e. float/transducer devices and pipe mounting hardware, VFD equipment manufactured by Yaskawa Company, and submersible pump thermal/moisture sensor relay configuration).
- Provide coordination with Peninsula Light Company, and design document development as required for replacing (3) existing overhead utility power services with underground services and pad-mounted transformers.
- Provide coordination with Park Renovation project electrical design engineer to coordinate power utility service modifications with work described in previous paragraph.
- Provide coordination with Peninsula Light Company as required for:
  - New 480V, three-phase lift station service. Restroom 120/240V, single-phase power will be derived by use of a stepdown transformer powered from the lift station service.
  - Demolition of existing services originally feeding existing lift station No. 4 and public restrooms.
- Provide building exterior and park area lighting coordinated with architects and the City's planning dept.
- Provide electrical required to replace existing crosswalk system, originally powered from restroom building, with new solar powered system.
- Provide partial building plan and elevation required for provision of new Yagi antenna at existing Lift Station No. 2.

#### *Approach*

- Review existing project documents on Parametrix Dropbox and contact Parametrix Electrical Engineer, Oskar Agustsson, by phone to discuss information used as the basis for the 30% design submittal.

## EXHIBIT A

- Perform on-site inspection to document all existing electrical for use in demolition drawing development and power utility coordination.
- Assist building Architect in conceptual layout of lift station electrical room requirements.
- Develop submittal documents to be used in coordination of power service requirements with Peninsula Light Company.
- Perform load calculations associated with lift station ~~and~~ public restroom power services.
- Participate in design team conference calls and review design documents developed by other team members.
- Develop design drawings, with PDF electronic files furnished as described under Deliverables.
- Develop design specifications in CSI format, 50 division format furnished as described under Deliverables.
- Perform multi-discipline design review of all design documents at completion.
- Provide pre-bid conference support by telephone.
- Respond to bidder questions and provide addendum text as necessary

### *Assumptions*

- Lift station design to be based on all station electrical equipment being installed in separate room from mechanical equipment requiring wash down.
- Design of public restroom toilet control system components and control panel is designed by Parametrix Engineers, with design of 120 V power source and interconnecting conduit and wire provided by RSE.
- Design of lift station and public restroom building heating and ventilation system equipment is designed by Parametrix Engineers, with design of 120 V power source and interconnecting conduit and wire provided by RSE.
- Design of lift station odor control and diesel pumping system equipment is designed by Parametrix Engineers, with design of power source, signal interface with station PLC and interconnecting conduit and wire provided by RSE.
- Lift station design will include one UPS or small generator to handle auxiliary loads during a power outage (Screwsucker will provide pumping of sewage).
- Lift station will include a packaged duplex air gap/break pump system for wash down water.
- Design of complete dock electrical and telephone is to be by others.
- Off-site telemetry communication to include Yagi radio signal antenna mounted on short conduit mast on new building roof.
- Seal-off vault adjacent to wet well can be increased in size to accommodate two LCP panels required for submersible pump moisture and thermal relays. Consideration should be given to combining all electrical boxes and LCP panels associated with equipment and devices in wet well

## EXHIBIT A

with the station flowmeter in a common below grade vault. We need to evaluate which approach is to be used. The elimination of exterior vaults is the preferred option.

- Lift Station will be provided with a split electrical system, in accordance with Class I Reliability.
- Submersible pump controllers to be wall mounted, not MCC configuration, and include contactor bypass to allow removal of VFD.
- Diesel powered standby generator to be provided in building mechanical equipment room, with capacity to power selected lighting, station controls, and telemetry.
- Further review is required to determine the necessity for the gas detector.

### ***Deliverables***

- Drawings and specifications at 30%, 60%, 90%, and final design submittal stages.
- Estimate of probable construction cost at 30%, 60%, and 100% design completion.
- Provide written response to review comments from City.
- Provide final electronic drawings files in PDF and Autocad format.
- Provide final drawings stamped and signed by the EE.

### **Task 06 – Integration/Automation (AIA)**

#### ***Objective***

Advanced Industrial Automation will provide SCADA instrumentation and control design and engineering services as required for Gig Harbor Lift Station No. 4. Advanced Industrial Automation's current understanding is that this shall include controls for a pump station and its associated telemetry communications back to headquarters. This proposal does not include any scope or services associated with the electrical power system.

A recommended option is to provide radio communications between Lift Station No. 4 and the WWTP. Alarm notification is provided by the Mission123 system; however, because this pump station is an important source of flow to the treatment plant, additional information is warranted. Additional information is provided using two FCC Licensed radios, and two overhead aerial antennas. Due to the limited line-of-site, FCC Licensed radios are recommended in this application. The radio at Lift Station No. 4 will communicate with a new radio installed at Pump Station 2A. Information transmitted from Lift Station No. 4 to Pump Station 2A will then be communicated to the WWTP via an existing fiber optic cable. This will assist plant personnel in real time monitoring of the pump station from a convenient location.

The equipment will consist of the following:

1. Two Wemco Screw Submersible pumps on VFDs.
2. One Screwsucker Pump, Model 150S.



## EXHIBIT A

3. One Unisorb odor control system (includes fan control, flow switch alarm, two speed (Fan shall be VFD controlled) and two room ventilation fans (one redundant) with sail switch and HVAC control).
4. One Level Transducer.
5. Four Float Switches (High, Lag, Lead, and Low).
6. Two Float Switches (For Screw Sucker Diesel Pump).
7. One combustible gas detector in pump station to meet NFPA820
8. One UPS or small generator to handle auxiliary loads during a power outage (Screwsucker will provide pumping of sewage).
9. Duplex air gap/break pump system for wash down water.

### *Approach*

Advanced Industrial Automation services will consist of the following:

- Review of civil and mechanical documents and coordination with the design team as required.
- Provide instrumentation and control electrical diagrams for a single Lift Station No. 4B local control panel controlling two VFD's and pumps, as well as the layout for the Lift Station No. 4B control panel.
- Provide a GPS-based radio survey:
  - Path study necessary for FCC license application.
  - License coordination work.
  - Initial preparation of license application.
- Provide a SCADA communication and interconnection diagram (1 sheet).
- Provide specifications for:
  - A single Lift Station No. 4 local control panel.
  - Two submersible pump moisture/thermal relay local control panels.
  - Modifications to the WWTP HMI.
  - A radio-based communications link to Pump Station 2A. And fiber optic connection to WWTP to facilitate remote access to Lift Station 4B controls.
  - A performance based specification for the fire alarm system.
- Submittals at 30%, 60%, 90%, and 100%.
- Review of submittal response at 30%, 60%, 90%, and 100%.
- Provide a construction cost estimate at 30%, 60%, and 90%.
- Provide instrumentation and control bid documents in original word and autocad format
- Provide pre-bid conference support via conference telephone call.
- Respond to bidders questions and provide better documentation.

## EXHIBIT A

### *Assumptions*

- Radio license approval by FCC (approval may take 180+ days).
- Fire suppression and fire alarm systems will be designed by the Contractor.

### *Deliverables*

Submittals for 30%, 60%, 90%, and 100% design, permit and bid documents:

- Specifications and design drawings at 30%, 60%, 90%, 100%, and bid set in PDF, hard copy and Autocad format
- Construction cost estimate at 30%, 60%, and 90%. Stamped and sealed
- Respond to City comments at 30%, 60%, 90%, and 100%.

### **Task 07 – Landscape Architecture (Nakano)**

#### **Task 7.1 Conceptual Development**

##### *Objective*

Nakano Associates will provide conceptual design for park improvements at the Jerisich dock that will integrate the new welcome center into this premier waterfront park. New plantings, hardscape features and a water feature, incorporating the existing Fisherman's memorial, will provide an attractive outdoor environment and ensure ADA accessibility for visitors and residents alike. Location of existing flagpole will be evaluated and alternative locations may be proposed and if need be incorporated into the final design

##### *Approach*

Landscape architectural services during this task will consist of the following:

- Site visit and meeting with city regarding design of park improvements.
- Develop three conceptual designs for park improvements including hardscape, Fisherman's memorial water feature, and landscaping.
- Presentation of three conceptual designs to City.
- Develop one final conceptual design based on the City's input. If proposed approach doesn't comply with the city's landscape requirements (see GHMC Chapter 17.78), submit Alternative Landscape Plan.
- Provide estimate of probable park improvement construction cost for three conceptual designs and at final conceptual design submittal.
- Presentation of final concept design to the City.
- Coordination with design team, including three design team meetings.

## EXHIBIT A

### *Assumptions*

### *Deliverables*

- Three rendered 3D conceptual designs for park improvements.
- One rendered final concept design with one materials board.
- Four construction cost estimates.

### **Task 7.2 Final Design**

### *Objective*

Based on the final conceptual design alternative as selected by the City, Nakano Associates will develop construction documents for the park improvements at Jerisich Dock including new hardscape plantings with irrigation and a water feature.

### *Approach*

Landscape architectural services during this task will consist of the following:

- Submit drawings and specifications for hardscape, Fisherman's water feature, irrigation and planting at 30%, 60%, 90%, and 100% design completion and for one permit submittal.
- Provide estimate of probable park improvement construction cost at 30%, 60%, and 90% design submittal utilizing std unit bid costs.
- Coordination with design team.
- Provide written response to review comments from City.
- Incorporate City's review comments into the revision set.
- Perform design review of all design documents related to landscape architectural work.
- Submit design documents for bid issue.
- Provide pre-bid conference support via conference telephone call (if necessary).
- Respond to bidder questions and provide addendum text as necessary.

### *Assumption*

- Services not outlined in the Scope of Work for this task are not included and fall outside the proposed fees. Additionally, items indicated below are not included:
- Nakano Associates will provide & coordinate design considerations for grading and drainage design. Final contract document production of plans and details relating to grading & drainage to be provided by Civil engineer. Deliverables

Submittals for 30%, 60%, 90%, and 100% design, permit and bid documents:

## EXHIBIT A

- Hardscape plan and details including relocation and installation of Fisherman's memorial water feature.
- Irrigation plan and details.
- Planting plan and details.
- Technical Specifications.
- Construction Cost Estimate.
- Submittals during bid period:
  - Prompt responses to all bidder questions
  - Assistance with addendums.

### **Task 08 – GeoTechnical (HWA)**

#### *Objective*

Provide geotechnical engineering services including review of the selected alternatives as they relate to geotechnical issues, performing geotechnical analyses to provide information and recommendations necessary for final design along with contractor dewatering and shoring bid specifications. It is assumed the lift station will be moved enough to justify performing one deep boring at the location of the proposed wet well and performing laboratory testing on soil samples obtained during drilling. The City may also elect to install a monitoring well in the boring to perform pump testing to update our dewatering considerations.

#### *Approach*

Geotechnical engineering services during this task will include:

- Attend Project Kickoff meeting.
- Perform site reconnaissance and utility locate.
- Coordinate and conduct exploration program consisting of one deep boring near the proposed location of the wet well. (City may elect to install a piezometer and perform pump testing to estimate flow rates).
- Review the selected alternatives to verify that our preliminary geotechnical recommendations are appropriate for the proposed improvements. This will include review of:
  - Type and location of wet well.
  - Type and location of lift station building.
  - Potential impacts to stormwater outfall.
  - Dewatering requirements and potential effects on surrounding structures.
  - Impacts construction may have on the timber lagged seawall.

EXHIBIT A

- Perform engineering analyses for the selected alternatives. This will include analyses regarding effects proposed improvements may have on surrounding structures, existing seawall, retaining/bulkhead design analyses, temporary shoring evaluation, bearing capacity calculations, and seismic design parameters.
- *Option* – Perform analyses for development of estimated flow rates to supplement our construction dewatering considerations. Only if piezometer and pump testing is performed.
- Prepare a draft Geotechnical Engineering Report superseding our Preliminary Geotechnical Engineering Report, dated August 17, 2011, containing the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide geotechnical recommendations for the selected alternatives relating to design and construction of the lift station including recommendations regarding dewatering requirements, temporary shoring, and structural backfill. Design parameters such as bearing capacity, design lateral earth pressures, buoyancy/uplift, and seismic coefficients will also be addressed. We will also include additional detailed recommendations including general site earthwork; trenching, pipe bedding and backfilling. The report will also include evaluation of the magnitude of potential settlement that could occur as a result of construction dewatering, and protection requirements for adjacent structures/properties.
- Geotechnical engineer to provide a lateral and passive pressure diagram depicting the pressures, the resultant force, the location of the resultant force, along with the corresponding equations.
- Geotechnical engineer to provide a water draw down test and recharge and incorporate those results into the geotechnical report.
- Finalize our draft Geotechnical Engineering Report, based on review comments received from Parametrix and the City.
- Attend one design meeting in Gig Harbor.
- Review and modify shoring and dewatering specifications for the project. We assume that an initial shoring and dewatering specification section will be provided for our review.
- Review Project Plans and Specifications at the 30%, 60%, 90%, and Final Bid stages to confirm the geotechnical recommendations are incorporated into the design.
- Provide project management of the geotechnical tasks and correspond with you, in the form of telephone calls and email correspondence, as necessary.
- Perform a qualitative survey of existing structural conditions of nearby structures. This includes photographic documentation of existing cracks and places where cracks are likely to form if settlement of the buildings occurs, and installation of crack gauges, as necessary. This work will be coordinated with the City, and assumes an elevation survey and site access will be provided by the Parametrix. We will provide a summary report presenting our photographs, observations, and initial crack gauge measurements.

## EXHIBIT A

### *Assumptions*

The following is the assumed basis of design for this task:

- The existing lift station and existing public bathroom building will be demolished.
- The new lift station will be located on park property in the area of the existing bathroom building.
- The new lift station building will incorporate public bathrooms similar to the existing bathrooms, including a small storage room. It will also include an electrical room and a mechanical room for the pumping facilities.
- The project will also include revisions to the walkway and landscaping to accommodate the new pumping facilities, new building, and the demolition of the existing lift station. This will include providing maintenance access to equipment at the lift station.

Additional assumptions include:

- One boring is required to supplement the existing information for the final lift station location.
- Construction Services are not included.

### *Deliverables*

- Draft Geotechnical Engineering Report.
- Final Geotechnical Engineering Report.

### **Task 09 – Fire Suppression Design (FSi consulting engineers [FSi])**

#### *Objective*

To generate a fire suppression design from concept level to bid set ready documents, and coordinate with the other disciplines and the City to provide a quality design satisfying the overall above stated objectives.

#### *Approach*

The following approach will be performed:

##### Conceptual Design

- Determine code requirements for fire suppression and fire alarm system. Prepare fire code analysis and fire suppression strategy, including impacts on HVAC and fire alarm system.
- Prepare preliminary manufacturer equipment list for fire suppression.
- Coordinate with other disciplines to confirm whether Mechanical and Electrical Rooms will be two separate rooms or a combined space. Consider NEC and Building Code space classifications, fire protection requirements.

## EXHIBIT A

- Prepare preliminary fire suppression coordination drawing based on general arrangement plan for the building.
- Determine fire suppression technology, and performance specification and drawing requirements, including impacts on mechanical, electrical, and controls.
- Prepare opinion of probable construction cost for fire suppression portions of the project (AACE Estimate Class 4)

### 30% Design

- Prepare final manufacturer equipment list for fire suppression systems.
- Establish/confirm manufacturer equipment sizes and ratings.
- Update opinion of probable construction cost for mechanical portions of the project.
- Incorporate City review comments into the design.

### 60% Design

- Coordinate with other disciplines to check regarding fire suppression.
- Prepare draft fire suppression and fire alarm performance specification.
- Update the opinion of probable construction cost for fire suppression and alarm portions of the project.

### 90% Design

- Prepare 90% updates for fire suppression coordination drawings and fire suppression and alarm specification.
- Update the opinion of probable construction cost for fire suppression portions of the project, if required.
- Provide building permit application input related to fire suppression and alarm.

### Bid Set

- Finalize fire suppression drawings and performance specification, sealed and signed by registered fire engineer.
- Update the opinion of probable construction cost for mechanical portions of the project, if required.
- Provide final electronic drawing files in PDF and Autocad formats. .

### *Assumptions*

Anticipated fire suppression drawing list:

- M8 – Fire Suppression Coordination.

## EXHIBIT A

Detailed design of the fire suppression and alarm system will be by the contractor.

### *Deliverables*

- Preliminary, 90%, and final drawing for fire suppression coordination.
- 60%, 90%, and final fire suppression performance specification.
- Fire suppression manufacturer equipment lists.
- Probable construction cost for fire suppression system.
- Final AutoCad and PDF electronic files.

### **Task 10 – Pre-Demolition (Argus Pacific)**

#### *Objective*

To conduct a pre-demolition Regulated Building Materials Assessment for asbestos-containing materials (ACM), lead-containing paints, mercury-containing components, HID lamps, and PCB-containing light ballasts of the lift station structure.

#### *Approach*

In conducting the asbestos assessment, Argus Pacific will:

- Provide a Senior Project Manager, who is also an Asbestos Hazard Emergency Response Act (AHERA)-accredited project designer and building inspector, to manage the project and review the report.
- Provide an AHERA-accredited building inspector to conduct bulk sampling for asbestos.
- Sample accessible materials likely to contain asbestos in general accordance with AHERA-based sampling protocol (40 CFR 763.86). The client has authorized destructive sampling. Sample locations will be cleaned but not repaired. Suspect ACM that are assessed but not sampled will be listed as assumed ACM, if present or suspected to be present, in our report.
- If roof sampling is required, Argus Pacific will collect roof samples and will provide temporary roof patching or will coordinate with the client for roof patching. Our personnel are not certified in roofing repair, and we shall therefore under no circumstances be responsible for voiding the roof warranty, nor shall we be responsible for any water damage to the roofing system, building, or its contents resulting from our sampling.
- Argus Pacific will not climb on to steep roofs (greater than 4:12 slope) unless the client provides safe anchor points in accordance with WAC 296-155-24510, or sampling can be performed from a ladder. Suspect roof materials that are not accessible for sampling from a ladder will be assumed to contain asbestos.
- Submit bulk samples to an accredited National Institute of Standards and Technology National Voluntary Laboratory Accreditation Program (NIST-NVLAP) laboratory for analysis by Polarized Light Microscopy (PLM) using the United States Environmental Protection Agency's (USEPA's) recommended method (EPA/600R-93/116 (July 1993)).
- Approximately quantify accessible ACM and assumed ACM.



## EXHIBIT A

- Recommend in our report that Parametrix assume that suspect ACM that were not sampled and analyzed are assumed to be asbestos-containing materials until such time that the materials can be sampled and analyzed.
- In conducting the lead sampling, Argus Pacific will:
  - Provide an industrial hygienist to develop the lead sampling plan and collect paint chip samples.
  - Conduct paint chip sampling of paints that represent large painted surfaces or building components. Paints will be differentiated by surface color, substrate, and use.
  - Submit paint chip samples to a laboratory that is accredited by the American Industrial Hygiene Association (AIHA) for analysis of lead content. Samples will be analyzed using Atomic Absorption Spectroscopy (AA) according to EPA Method 7000B.
- In conducting the assessment for additional regulated building materials, Argus Pacific will:
  - Conduct an inventory of potential PCB-containing light ballasts;
  - Conduct an inventory of mercury-containing components (thermostats, fluorescent light tubes, and switches).
  - Conduct a visual assessment for the presence of other building-related regulated materials such as high intensity discharge lamps (HIDs including sodium vapor, mercury vapor, and metal halide).

### ***Deliverables***

- Prepare and submit a written draft and final report incorporating city comments.

## **PHASE 03 – MANAGEMENT RESERVE**

### **Task 01 – Contingency**

This phase of work has been established to provide a resource for the City to utilize when out of scope items are needed to allow the project to proceed in a timely fashion.

Contract is time and materials not to exceed without written advanced authorization from the City

### **Survey**

#### ***Objective***

Survey scope is to be directed at the City's request. Could include but not limited to providing topographic mapping and preparing an AutoCAD base map that identifies existing conditions and improvements to support design efforts for improvements at Lift Station No. 4 in the City of Gig Harbor on a time a material basis as directed by the City.

EXHIBIT B

City of Gig Harbor  
Lift Station 4

Parametrix Project Summary

PHASE	TASK	Description	Total Labor	Expenses	Subtotal	Sub Mark up 8%	Total
01		<b>Project Management &amp; Permitting</b>	<b>223,115.00</b>	<b>0.00</b>	<b>223,115.00</b>	<b>0.00</b>	<b>223,115.00</b>
	1	Proj Mgmt.	194,515.00	0.00	194,515.00		194,515.00
	2	Environmental Compliance & Permitting	28,600.00	0.00	28,600.00		28,600.00
02		<b>Design</b>	<b>498,435.00</b>	<b>38,420.75</b>	<b>536,855.75</b>	<b>23,816.96</b>	<b>560,672.71</b>
	1	Mechanical - PMX	78,820.00	0.00	78,820.00		78,820.00
	2	Civil - PMX	53,890.00	0.00	53,890.00		53,890.00
	3	Structural - PMX	80,840.00	672.00	81,512.00		81,512.00
	4	Architectual - Brett Marlow	94,390.00	0.00	94,390.00	7,551.20	101,941.20
	5	Electrical - Richard Sample	66,970.00	0.00	66,970.00	5,357.60	72,327.60
	6	Integration/Automation - AIA	41,070.00	3,578.00	44,648.00	3,571.84	48,219.84
	7	Landscape - Nakano	50,680.00	900.00	51,580.00	4,126.40	55,706.40
	8	GeoTechnical - HWA	21,235.00	8,249.00	29,484.00	2,358.72	31,842.72
	9	Fire Protection - Fsi	7,840.00	100.00	7,940.00	635.20	8,575.20
	10	Demolition (Argus Pacific)	2,700.00	0.00	2,700.00	216.00	2,916.00
	11	PMX Direct Expenses	0.00	24,921.75	24,921.75		24,921.75
03		<b>Management Reserve</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>
	1	Contingency	50,000.00	0.00	50,000.00		50,000.00
<b>PROJECT TOTALS</b>			<b>\$771,550.00</b>	<b>\$38,420.75</b>	<b>\$809,970.75</b>	<b>\$23,816.96</b>	<b>\$833,787.71</b>

EXHIBIT B

City of Gig Harbor Lift Station 4				Shannon Thompson	Shannon Ihlen	James Dugan	Robbyn Myers	Raynold Nickel, PE, PMP	Joel Linke, PE	Jesse Nielson, PE	David Dinkun, PE	Steve Wagner, PE, SE		Bob Kugen		
				Project Migr	Sr. Project Controls		Permitting	Design Manager	Mechanical Engineer	Mechanical / Civil Engineer	Site Civil Engineer	Structural Engineer		Designer IV	CADD/Designer IV	CADD/Designer
Burdened Rates:				\$171.50	\$115.00	\$185.00	\$150.00	\$200.00	\$145	\$180.00	\$185.00	\$190.00	\$160.00	\$145.00	\$145.00	\$120.00
Phase	Task	Description	Labor Dollars	Labor Hrs												
1		Project Management & Permitting	\$223,115.00	0	900	315	40	160	0	0	0	0	0	0	0	0
	1	PM Services & Public Outreach	\$194,515.00		900	275	40									
	2	Environmental Compliance and Permitting	\$28,600.00			40		160								
2		DESIGN	\$213,550.00	1,362	0	0	0	50	120	150	120	280	0	126	176	304
	1	Mechanical Design	\$78,820.00	496	0	0	0	50	120	150	0	0	0	12	120	44
	2	Civil Design	\$53,890.00	362	0	0	0	0	0	0	120	0	0	114	0	120
	3	Structural Design	\$80,840.00	504	0	0	0	0	0	0	0	280	0	0	56	140
		\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		\$0.00	0													
		\$0.00	0													
		\$0.00	0													
		<b>Labor</b>	<b>\$213,550.00</b>			\$0		\$10,000	\$17,400	\$27,000	\$22,200	\$53,200	\$0	\$18,270	\$25,520	\$36,480
		<b>PMX Design Expenses</b>														
	11	Direct Expenses														
		5% of design labor	\$24,921.75													
		<b>Expenses</b>	<b>\$24,921.75</b>													
		<b>TOTAL BUDGET</b>	<b>\$238,471.75</b>													

EXHIBIT B

City of Gig Harbor Lift Station 4					Peer Reviewer		Shari Morgan	
					QC	Project Coordinator / Admin	Sr Project Acct	Publications Specialist II
Burdened Rates:					\$200.00	\$100.00	\$95.00	\$95.00
Phase	Task	Description	Labor Dollars	Labor Hrs				
1		Project Management & Permitting	\$223,115.00	0	0	0	12	0
	1	PM Services & Public Outreach	\$194,515.00				12	
	2	Environmental Compliance and Permitting	\$28,600.00					
2		DESIGN	\$213,550.00	1,362	0	12	0	24
	1	Mechanical Design	\$78,820.00	496	0	0	0	0
	2	Civil Design	\$53,890.00	362	0	0	0	8
	3	Structural Design	\$80,840.00	504	0	12	0	16
			\$0.00	0	0	0	0	0
			\$0.00	0				
			\$0.00	0				
		\$0.00	0					
			<b>Labor</b>	<b>\$213,550.00</b>	\$0	\$1,200		\$2,280
<b>PMX Design Expenses</b>								
	11	Direct Expenses						
		5% of design labor	\$24,921.75					
			<b>Expenses</b>	<b>\$24,921.75</b>				
			<b>TOTAL BUDGET</b>	<b>\$238,471.75</b>				

EXHIBIT B

City of Gig Harbor Lift Station 4 ARCHITECTURE (Brett Marlo Designs & David Fisher, Fisher Architects)					Bret Marlow	David	Brandon	Erik	
					Project Mgr	Arch 1	Drafting	Constr QC Estimator	
Burdened Rates:					\$150.00	\$110.00	\$50.00	\$50.00	
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			<b>DESIGN</b>						
	4		<i>Architecture</i>	<b>\$94,390.00</b>	<b>1,073</b>	<b>207</b>	<b>334</b>	<b>310</b>	<b>222</b>
		4.1	<i>SD Specify to abbrev typ</i>	\$28,860.00	230	89	141	0	0
		4.2	<i>DD (30%)</i>	\$15,010.00	211	23	36	152	0
		4.3	<i>CD (60 and 90%)</i>	\$19,330.00	251	24	73	154	0
		4.4	<i>Specifications QA/QC</i>	\$5,050.00	59	0	35	0	24
		4.5	<i>Permittig and Bidding</i>	\$11,580.00	214	4	8	4	198
		4.6	<i>Design Review</i>	\$5,280.00	40	22	18	0	0
		4.7	<i>Public Outreach</i>	\$9,280.00	68	45	23	0	0
				\$0.00	0				

Labor \$94,390.00 \$0 \$0

Expenses			
			Copying
			Mileage

Expenses \$0.00

TOTAL BUDGET \$94,390.00

EXHIBIT B

City of Gig Harbor Lift Station 4 ELECTRICAL (Richard Sample Engineering)							
				Engineer	Drafting		
				Burdened Rates:		\$145.00	\$95.00
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs		
2			DESIGN				
	5		Electrical	\$66,970.00	546	302	244
		5.1	Design Development	\$66,970.00	546	302	244
							0
							0
				\$0.00	0		

Labor \$66,970.00 \$0 \$0

Expenses			
			Copying
			Mileage

Expenses \$0.00

TOTAL BUDGET \$66,970.00

EXHIBIT B

City of Gig Harbor Lift Station 4 Integration/Automation (AIA)								
				Engineer	Design			
<b>Burdened Rates:</b>				\$125.00	\$95.00			
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs			
2			<b>DESIGN</b>					
	6		<i>Electrical</i>	<b>\$41,070.00</b>	<b>348</b>	<b>267</b>	<b>81</b>	<b>0</b>
		6.1	<i>Design Development</i>	<i>\$35,930.00</i>	<i>304</i>	<i>235</i>	<i>69</i>	<i>0</i>
		6.2	<i>Radio Telemetry</i>	<i>\$5,140.00</i>	<i>44</i>	<i>32</i>	<i>12</i>	<i>0</i>

Labor      **\$41,070.00**

Expenses			
			<i>Copying</i>
			<i>Mileage</i>
			<i>Accucom Application Licensing Fee</i>
			<i>Accucom Coordination Srv</i>
			<i>Accucom Path Study Service</i>

Expenses      **\$3,578.00**

**TOTAL BUDGET      \$44,648.00**

EXHIBIT B

City of Gig Harbor Lift Station 4 Landscape Architecture (Nakano)								
					Principal	Sr. Associate		
					Burdened Rates:		\$140.00	\$100.00
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs			
2			DESIGN					
	7		Electrical	\$50,680.00	466	102	364	0
		7.1	Concept Design	\$16,500.00	140	40	109	
		7.2	Final Design	\$34,180.00	300	62	255	

Labor \$50,680.00

Expenses			
			Expenses Reproduction and Travel
			\$900.00

Expenses \$900.00

TOTAL BUDGET \$51,580.00



EXHIBIT B

City of Gig Harbor Lift Station 4 GEOTECHNICAL (HWA)							
				Principal	Proj Mgr	Hydro Geol	Proj Engineer
Burdened Rates:				\$240.00	\$135.00	\$80.00	\$90.00
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs		
2			DESIGN				
	8		<i>GeoTechnical</i>	\$21,235.00	184	14	85
		8.1	<i>Design</i>	\$21,235.00	184	14	85
				\$0.00	0		

Labor \$21,235.00 \$0 \$0

Expenses		
	<i>Lab Testing</i>	\$984.00
	<i>Mileage, Copying &amp; Misc. field supplies</i>	\$1,534.00
	<i>Subcontractor Drilling and locator</i>	\$5,731.00

Expenses \$8,249.00

TOTAL BUDGET \$29,484.00

EXHIBIT B

City of Gig Harbor Lift Station 4 FIRE PROTECTION DESIGN (FSi Consulting Engineers)								
					Design	CADD/Engineer		
Burdened Rates:					\$160.00	\$110.00		
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs			
2			DESIGN					
	9		Fire Protection Design	\$7,840.00	54	38	16	0
		9.1	Design	\$7,840.00	54	38	16	0

Labor \$7,840.00

Expenses			
		Direct Expenses	\$100.00

Expenses \$100.00

TOTAL BUDGET \$7,940.00

EXHIBIT B

City of Gig Harbor Lift Station 4 DEMOLITION (Argus Pacific)									
					Burdened Rates:				
Phase	Task	Subtask	Description	Labor Dollars	Labor Hrs				
2			DESIGN						
	10		Fire Protection Design	\$2,700.00	0	0	0	0	0
		10.1	Demolition - lump sum	\$2,700.00	0				

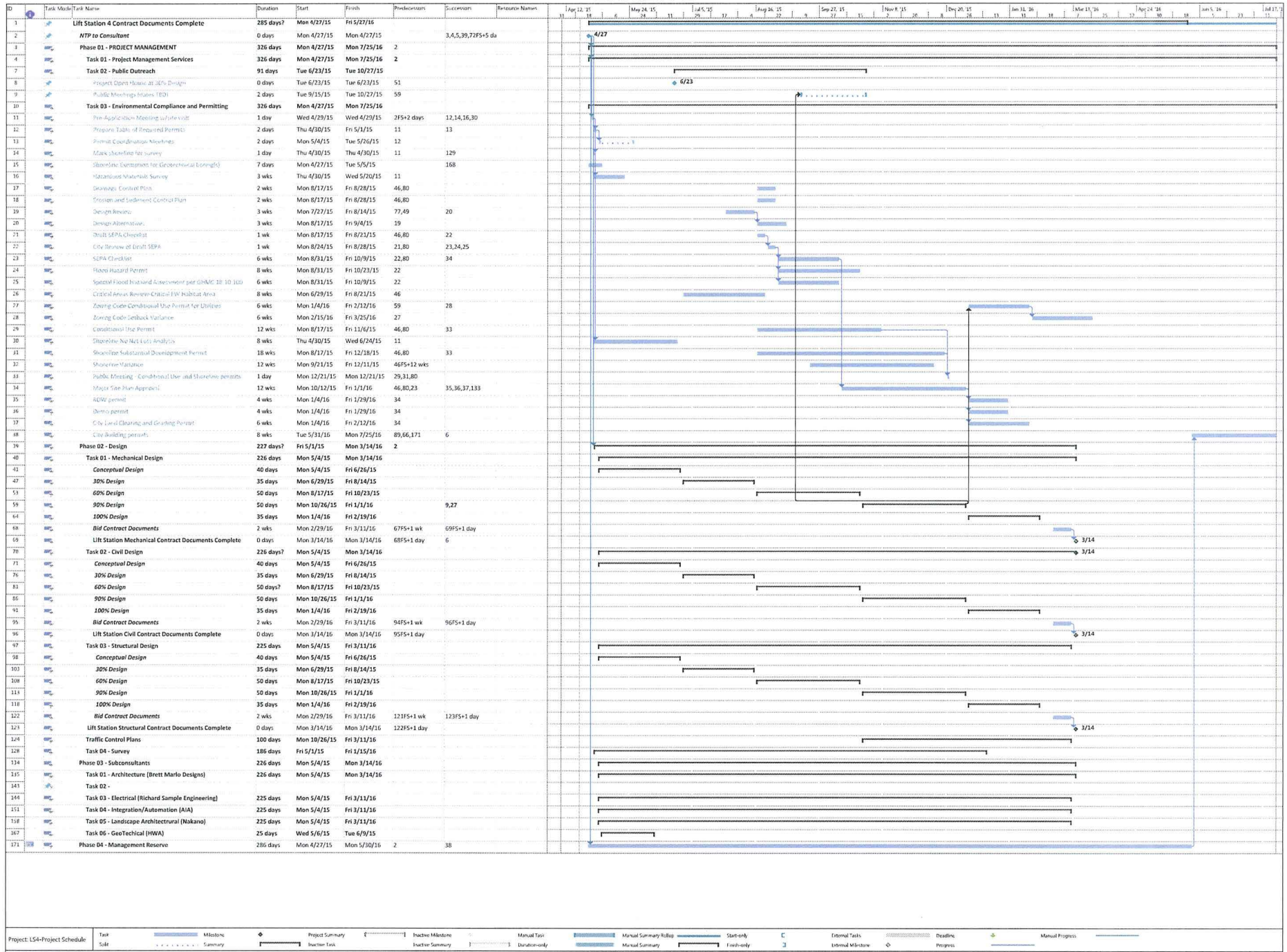
Labor \$2,700.00

			Expenses	
			Direct Expenses	

Expenses \$0.00

TOTAL BUDGET \$2,700.00

# EXHIBIT B





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

**Subject:** McCormick Creek LLC  
Agreement for Reimbursement of Costs for  
LED Street Lighting Upgrade

**Proposed Council Action:** Authorize the  
Mayor to execute an Agreement with  
McCormick Creek LLC to reimburse the actual  
costs associated with upgrades to the street  
lighting along future public roads located within  
McCormick Creek Plat for an amount  
not-to-exceed \$48,240

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Emily Appleton, PE  
Senior Engineer

*EA 4.20.15*

**For Agenda of:** April 27, 2015

**Exhibits:** Memo dated April 3, 2015  
Agreement  
Exhibits

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Director:**

**Approved by City Engineer:**

Initial & Date

*EW 4.20.15*

*RW 4/20/15*

*OK per email 4.15.15*

*QR 4-20*

*AW 4/20/15*

*EA 4-20-15*

Expenditure	Amount	Appropriation	none
Required up to \$48,240	Budgeted \$40,000	Required	offset by savings

**INFORMATION / BACKGROUND**

The McCormick Creek Plat received its original land use entitlement in 2010. The developer was nearing completion of the final engineering design for the future public roads prior to the adoption of the City's updated Public Works Standards in January 2014.

The 2014 Public Works Standards require that LED (not metal halide) be installed for all roadway and pedestrian illumination designed for use on public roads. The previous Public Works Standards required metal halide fixtures. Because the engineering design was so far along, the applicant was considered "vested" to the old standards, which depicted metal halide fixtures.

Engineering requested that the lighting be upgraded to LED to meet current standards, however, this resulted in heretofore unanticipated additional costs to the developer. Staff prepared the enclosed analysis (memo dated April 3, 2015) to consider whether or not it would be beneficial for the City to participate in the costs to upgrade the fixtures from metal halide to LED. The analysis concluded that the maximum initial capital investment for the upgrade would be recovered within approximately 6 years due to savings from reduced energy (operating) and maintenance costs. Staff also conferred with both the State Auditor and the City Attorney over this reimbursement agreement and both were supportive of the agreement.

**FISCAL CONSIDERATION**

Funding for the reimbursement will be from the 2015/16 "Street Light LED Retrofit" budget item and will be offset with future savings realized in the Street Lighting budget within the Street Operating Fund.

**BOARD OR COMMITTEE RECOMMENDATION**

This item was presented at the April 13, 2015 Public Works Committee meeting. The committee asked how much of the 2015/16 budgeted amount would remain for City-wide LED retrofit upgrades. Staff clarified that this reimbursement would replace purchasing LED retrofit kits for staff installation in 2015/16 and has the additional benefit of not incurring installation costs in addition to the retrofit kit costs. There was discussion and the committee concurred with the recommendation.

**RECOMMENDATION / MOTION**

Staff recommends that the City cost share to upgrade from metal halide fixtures to LED fixtures for luminaires within the future right of way of the McCormick Creek Plat up to a maximum amount of \$48,240.

**Move to:** Authorize the execution an Agreement with McCormick Creek LLC to reimburse the actual costs associated with upgrades to the street lighting along future public roads located within McCormick Creek Plat for an amount not-to-exceed \$48,240.

DATE: April 3, 2015  
TO: Stephen T. Misiurak, P.E., City Engineer  
FROM: Emily Appleton, P.E., Senior Engineer  
SUBJECT: McCormick Creek Plat Development Agreement  
LED vs Metal Halide Analysis and Recommendation

---

Engineering has updated the review of the cost sharing proposed by the developer for upgrading metal halide street lighting fixtures to LED for illumination within the proposed right-of-way for the McCormick Creek Plat. The review is documented in the attached items and summarized in this memorandum.

#### **RECOMMENDATION**

**Staff recommends that the City cost share to upgrade from metal halide fixtures to LED fixtures within the future ROW of McCormick Creek Plat up to a maximum amount of \$48,240, including retail sales tax.** This cost represents the equipment costs that the City would pay to retrofit the fixtures from metal halide to LED. The cost of the outlay is recovered within approximately 6 years by reduced operating and maintenance expenses.

#### **BACKGROUND**

The McCormick Creek Plat received its original land use entitlement in 2010. The developer was nearing completion of the final engineering design for the future public roads prior to the adoption of the City's updated Public Works Standards in January 2014.

The 2014 Public Works Standards require that LED (not metal halide) be installed for all roadway and pedestrian illumination designed for use on public roads. The previous Public Works Standards, required metal halide fixtures. Because the engineering design was so far along, the applicant was considered "vested" to the old standards, which depicted metal halide fixtures.

Engineering requested that the lighting be upgraded to LED to meet current standards, however, this resulted in unanticipated additional costs to the developer. The developer submitted price quotes from the selected subcontractor showing a net cost increase of \$39,106 for the LED fixtures within only a portion of the plat (32 lights for Phases 1 and 2 of 3) and requested that the City reimburse the cost. This analysis considers installing LEDs for all three phases of the plat (41 lights total).

#### **ANALYSIS**

Engineering updated the attached items to document this analysis. First, the average operating and maintenance costs were estimated for metal halide fixtures versus LED fixtures. The updated analysis

McCormick Creek Plat  
LED vs Metal Halide Analysis and Recommendation  
April 3, 2015  
Page 2 of 2

estimated additional cost savings related to a reduction in the time needed for annual inspections and maintenance of the metal halide fixtures. Because the metal halide fixtures last an average of 3-5 years, annual inspections are required. It is anticipated that the time required for annual inspection will be significantly reduced during the first ten years because the LED fixtures last an average of 16-20 years. The updated analysis revealed that for each fixture replaced, there was an average annual cost savings of approximately \$175.

Second, the equipment cost for retrofitting an existing metal halide fixture with an LED fixture was obtained from the 2014 bids for the City's LED retrofit program. Under the retrofit program, the City purchases LED retrofit kits and uses City labor to install the kits at existing metal halide street lights. These costs represent the equipment costs the City would incur to upgrade the street lights if the developer did not upgrade to LED equipment at installation. These costs varied, and ranged from \$640.00 to \$1,640.00, depending on the height of the pole, which dictates the details of the required fixture. The updated analysis did not include any revisions to this data.

Finally, the updated estimated savings and equipment upgrade costs were used to produce the attached simplified chart which shows that the operating and maintenance savings will offset the original investment within 6 years, leaving the City with upgraded infrastructure that will result in additional savings over the remaining life of the LED fixtures. It should be noted, that the analysis used the same assumptions as were made in the City's budget forecast prepared in 2014 to estimate the cost increases for power and labor.

### **CONCLUSION**

The analysis shows that maintaining and operating LED lighting provides a significant cost savings over metal halide lighting. The City currently has a program to retrofit existing metal halide fixtures to LED in an effort to reduce the annual operating and maintenance costs. In addition, the LED fixtures provide increased light throw, and a more uniform spread of light, often requiring fewer poles to provide the same standard of lighting as the metal halide fixtures.

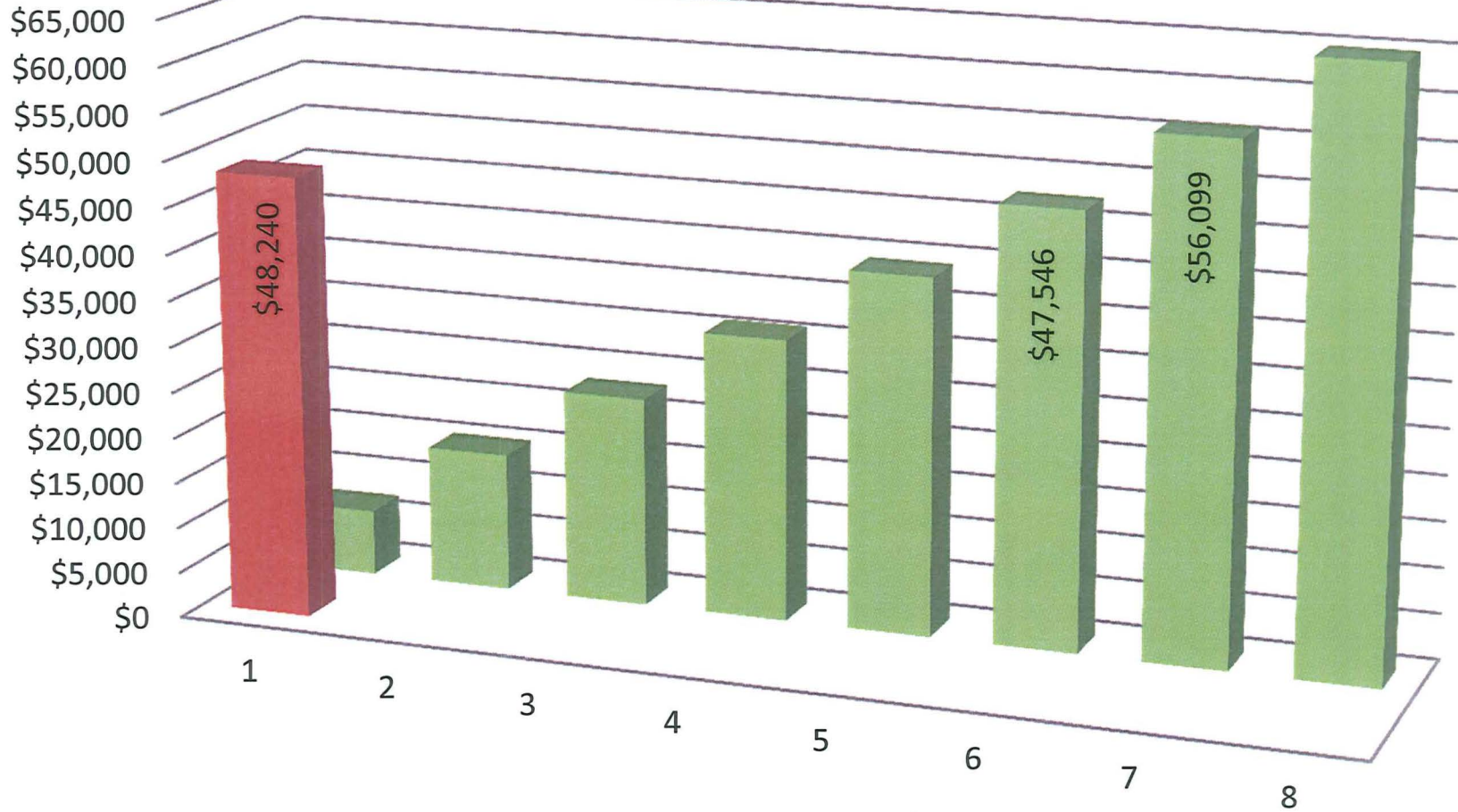
Based on staff discussions with legal counsel, because of the level of design that had been completed prior to the 2014 Public Works Standards update, the City could not compel McCormick Creek Plat to revise the design to incorporate LED fixtures. The McCormick Creek Plat developer has agreed to install LED fixtures within all phases of the plat with City participation in the amount of \$48,240.

The analysis indicates that investing \$48,240 in capital costs now will save the City future operating and maintenance expenses, recovering the initial investment in approximately 6 years. For the remaining life of the LED fixtures, estimated to be up to 20 years in total, the City will continue to benefit from operating and maintenance savings. If the developer installed metal halide fixtures now instead of LED, the City would eventually retrofit them to LEDs, incurring the future LED equipment costs, and, in addition, would also incur the labor and equipment costs for their installation. Based on the analysis and conclusions presented in this memorandum, the LED equipment upgrade costs are a fair price for the long-term benefits that will be realized.



# McCormick Creek Plat

## Estimated Investment and Savings in 8-yr Period for LED vs Metal Halide Luminaires



■ Capital Investment (LED)    ■ O&M Savings (vs Metal Halide)

**McCormick Creek Plat - LED vs Metal Halide**  
**Assumptions for Estimated Capital Investment and O&M Savings in 20-yr Period**  
**April 2015**

Capital Costs for Lights Only - no foundations or installation

	Metal Halide	No.	MH Cost	LED*	No.	LED Cost	Net
30-ft Poles and Luminaires	\$ 5,300		\$ -	\$ 6,940		\$ -	\$ -
20-ft Poles and Luminaires	\$ 4,200	22	\$ 92,400	\$ 5,840	22	\$ 128,480	\$ 36,080
15-ft Poles and Luminaires	\$ 3,300	19	\$ 62,700	\$ 3,940	19	\$ 74,860	\$ 12,160
<b>TOTAL NET:</b>							<b>\$ 48,240</b>

\* Assumes costs for retrofit kits (2014 bid results). Representative of the City's cost if McCormick Creek installed Metal Halides and City retrofitted. This is the highest justifiable cost to the City. Owner requested \$39,106 additional costs for 32 additional lights (phases 1 and 2 only). 41 lights includes for all phases (1, 2 and 3).

Annual O & M Savings

	20-ft Luminaires			15-ft Luminaires			TOTALS
	Est.	No.	Total Est.	Est.	No.	Total Est.	
<b>Annual Power Savings**:</b>	\$ 52.08	22	\$ 1,145.73	\$ 37.88	19	\$ 719.63	\$ 1,865.36
<b>Average Annual Maintenance Savings***:</b>	\$ 130.00	22	\$ 2,860.00	\$ 130.00	19	\$ 2,470.00	\$ 5,330.00
<b>TOTAL:</b>	<b>\$ 182.08</b>	<b>22</b>	<b>\$ 4,005.73</b>	<b>\$ 167.88</b>	<b>19</b>	<b>\$ 3,189.63</b>	<b>\$ 7,195.36</b>

\*\* 20-yr Power costs escalated using the same assumptions as the as the 2014 Budget Forecast prepared by the City's Finance Department (Public Utility Services in Street Lighting Accounts)

\*\*\* 20-yr Maintenance costs escalated using the same assumptions as the 2014 Budget Forecast prepared by the City's Finance Department (Regular Salaries in Street Maintenance Accounts)

**LED vs Metal Halide  
Operation and Maintenance Cost Estimates  
April 2015**

Estimated Average Annual Operating Costs						
	30-ft Poles		20-ft Poles		15-ft Poles	
	Metal Halide	LED	Metal Halide	LED	Metal Halide	LED
Watts	250	130	250	85	175	55
Hours/day (annual average)	11.7	11.7	11.7	11.7	11.7	11.7
kW-hr/day	2.925	1.521	2.925	0.9945	2.0475	0.6435
\$/kW-hr per PenLight	0.073909					
Avg Annual Operating Cost per Pole	\$78.91	\$41.03	\$78.91	\$26.83	\$55.23	\$17.36
Percent Savings		52%		34%		31%

Estimated Average Annual Maintenance Costs:						
Average Annual Cost Range:	\$	75.00	to	\$	350.00	Includes two workers, 20 to 60 min, parts, and vehicle
Average Cost/5 years:	\$	650.00				Assumes 4 yrs @20min/year and 1 yr @60min/year
Timeframe:		5 years				Replacement timeframe is every 5 years + annual inspection
Assume Average Annual Cost:	\$	130.00				

Estimated Annual Operating and Maintenance Savings:						
No. of Poles:	1	enter # of 30-ft poles	1	enter # of 20-ft poles	1	enter # of 15-ft poles
Cost to Operate (Power):	\$78.91	\$41.03	\$78.91	\$26.83	\$55.23	\$17.36
Annual Power Savings:	\$37.88		\$52.08		\$37.88	
Average Annual Maintenance Savings:	\$130.00		\$130.00		\$130.00	
TOTAL:	\$167.88		\$182.08		\$167.88	

## **AGREEMENT FOR REIMBURSEMENT OF COSTS FOR LED STREET LIGHTING UPGRADE**

THIS AGREEMENT is entered into between the CITY OF GIG HARBOR, a municipal corporation of the state of Washington (the "City"), and McCORMICK CREEK LLC, a Washington limited liability company ("Developer").

WHEREAS, on April 7, 2010, the City approved the McCormick Creek Preliminary Plat/PRD located at 10023 Burnham Drive NW, Application No. PL-PPLAT-09-0003, subject to conditions (the "Project"); and

WHEREAS, under Resolution 858, adopted by the City council on March 28, 2011, a Development Agreement was executed between the developer and the City to phase the project; and

WHEREAS, under Resolution 970, adopted by the City council on July 28, 2014, the Development Agreement was amended to revise the phasing schedule and incorporate other changes desired by the City; and,

WHEREAS, the Development Agreement as amended allows the project to be constructed in three (3) separate phases, with future public roadways proposed in each phase; and

WHEREAS, the Public Works Standards applicable to the Project require the Developer to install metal halide street lighting fixtures on the public street lighting system, to be dedicated to the City upon final plat approval; and

WHEREAS, on June 14, 2010, the City approved Resolution No. 837, adopting a Greenhouse Emissions Reduction policy, which includes a policy to "Manage street lighting needs by applying standards and using lamps that will assure safe and effective illumination at minimum cost and energy use;" and

WHEREAS, LED street lighting fixtures meet the policy and goal of the City by providing safe and effective illumination at reduced maintenance and operations costs to the City; and

WHEREAS, the City desires to have Developer install LED street lighting fixtures for the public street lighting system in lieu of metal halide fixtures and the Developer has agreed to install LED street lighting fixtures if the City reimburses the Developer for the net increase in equipment costs between metal halide fixtures and LED fixtures; and

WHEREAS, if the Developer does not voluntarily install LED lighting fixtures, the City would eventually retrofit these fixtures with "LED retrofit kits"; and

WHEREAS, the Developer is agreeable to installing the LED fixtures in exchange for the City's reimbursement of costs equivalent to the equipment upgrade costs; and

WHEREAS, the parties desire to enter into this Agreement to set forth the details of the upgrade and to provide for a process of reimbursing Developer for the costs associated with the equipment upgrade, consistent with input received from the State Auditor's office; now, therefore,

THE CITY AND DEVELOPER AGREE AS FOLLOWS:

1. Equipment Upgrades. For all phases of the Project wherein the developer is constructing roadways that are planned to be public and will be dedicated to the City as public right-of-way upon final plat approval, the Developer shall install LED street lighting fixtures in lieu of metal halide street lighting fixtures on the public roadways. The specifications for the street lighting fixtures are set forth on Exhibit A, attached hereto and incorporated herein. The Developer is performing the upgrades at the cost of the City and this Agreement does not obligate the Developer to comply with other updated Public Works Standards not applicable to the Project that are specifically related to street lighting design.

2. Costs; Reimbursement. The maximum costs and layout of the LED equipment eligible for reimbursement by the City are set forth on Exhibit B and shown on Exhibit C. Prior to final plat approval the Developer shall provide the City with an invoice detailing the actual costs related to the LED equipment. The City shall reimburse the Developer for those eligible costs as each phase is developed, and the reimbursement will be made to Developer no later than five days after recording of the final plat for the upgrade costs associated with the phase included in the final plat.

3. Ownership; Maintenance. The Developer shall dedicate the street lighting system to the City upon final plat approval, and the City will operate and maintain the street lighting in the ordinary course.

4. Warranty. The developer shall provide a 2-year maintenance bond for the improvements in accordance with the Gig Harbor Municipal Code 12.06.100.

5. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

6. Severability; Conflict. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, the provision in conflict shall be deemed

inoperative and null and void to the extent of the conflict, and the Agreement shall be deemed modified to conform to such statutory provision.

7. Term. This Agreement shall become effective upon full execution of the parties and shall remain in effect until such time as all obligations under this Agreement have been satisfied.


8. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Developer regarding the subject contained in this Agreement. This Agreement may be amended only by a written instrument signed by the City and the Developer. The City and the Developer agree hereby that all prior oral agreements relating to the subject of this Agreement are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

CITY OF GIG HARBOR

McCORMICK CREEK LLC

\_\_\_\_\_  
Mayor Jill Guernsey  
Date: \_\_\_\_\_

By:   
Its: OWNER  
Date: 4/15/15

**Exhibit A**

## 2E BICYCLE FACILITIES

### 2E.010 General

Bikeway construction may be required in conjunction with any new plat or short plat as indicated in the Gig Harbor Transportation Plan. See details at the end of this chapter for bikeway classifications.

Bikeways located outside of the public right-of-way may be located within an easement or dedicated as a separate tract of land to the City of Gig Harbor for public use. The easement or tract shall be 20 feet wide.

### 2E.020 Design Standards

The design of bicycle paths shall depend upon their type and usage. Bike path surfacing shall be as outlined in Section 2B.160. Bike lanes and shared roadways shall be surfaced the same as the adjacent motor vehicle roadway.

All minimum design standards as set forth in Section 1.040 shall apply.

### 2E.030 Signing and Marking

In general, all bikeway facilities shall be signed per the MUTCD or as specified herein. The bike lane stripes and pavement markings shall be as shown on the details at the end of this section.

### 2E.040 Staking and Testing

Staking and testing shall be done in accordance with roadway staking and testing as outlined in Section 2B.190 and 2B.200.



## 2F ILLUMINATION

### 2F.010 General

All new commercial or residential subdivisions, short subdivisions or property development requiring Site Plan Review shall provide roadway lights in accordance with the standards for such improvements of the City and they shall be owned and operated by the City. Illumination within private roadways shall be privately owned and maintained.

### 2F.020 Design Standards

A roadway lighting plan submitted by the applicant and approved by the City Engineer shall be required for all roadway light installations. Type of installation shall be as set forth in *WSDOT Standard Specifications for Road, Bridge and Municipal Construction* and as directed by the City except where noted herein.



All public roadway light designs shall be prepared by an engineering firm capable of performing such work. The engineer shall be licensed by the State of Washington. All developments shall submit the lighting plan on a separate sheet. See the Plan Checklist in Section 1.040 for lighting plan and report components. After system is completed and approved, a set of "as-built" drawings, per Section 1.065, shall be submitted to the City as a permanent record.

Lights shall be located in accordance with the illumination standards and the roadway details at the end of this section. In addition, intersections shall be illuminated to 1.5 times the highest foot candle requirement of the roadways surrounding the intersection. Poles shall be opposite across the roadway or on one side of the roadway. Staggered spacing will be allowed. Roadway lighting must be connected to a metered service disconnect.

For the purposes of this section, area classes are determined by zoning as follows:

Commercial

- C1 Commercial/Light Industrial
- B1 Retail, Limited
- B2 Retail, General

Intermediate

- RB1 Residential Business
- RB2 Residential/Business
- DB Downtown Business
- WC Waterfront Commercial
- WM Waterfront Millville

Residential

- R1 Single Family
- R2 Single Family/Duplex
- R3 Multifamily

As new zones are created, they will be classified for the design of illumination by the City Engineer. If road widths differ from those in the Illuminations Standards table, other spacing will be determined by the project engineer and reviewed and approved by the City Engineer using the following criteria:

**FIGURE 2.7 Average Maintained Horizontal Illumination (Foot Candles)**

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<u>Road Class</u>	<u>AREA CLASS</u>
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CITY OF GIG HARBOR

PUBLIC WORKS STANDARDS - 2014

	<u>Residential</u>	<u>Intermediate</u>	<u>Industrial</u>	<u>Commercial</u>
Residential/Private	0.4	0.6	N/A	0.89
Collectors	0.6	0.8	1.0	1.2
Arterials	0.8	1.2	1.4	1.6
Boulevards	0.8	1.2	1.4	1.6

Uniformity ratio: 6:1 average: minimum for residential and private  
4:1 average: minimum for collector  
3:1 average: minimum for arterial and boulevard

Dirt Factor = 0.85, lamp lumen depreciation factor = 0.73

Min. Weak Point Light = 0.2fc except residential roadway

Average illumination at intersections 1.5 times the illumination required on the more highly illuminated roadway.

400 Watt initial lamp lumens	=	50,000
310 Watt initial lamp lumens	=	37,000
200 Watt initial lamp lumens	=	22,000
150 Watt initial lamp lumens	=	16,000
100 Watt initial lamp lumens	=	9,500

Line loss calculations shall show that no more than five percent voltage drop occurs in any circuit. Lamp Load factor shall equal 1.2.

Pole foundations shall be per Detail 2-28. Poles located within the clear zone or poles on roadways with no curb shall have break-away foundations per the WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

The General Notes for Street Light Construction need to be included on any plans dealing with street design in addition to all applicable requirements as set forth in Section 1.040.

**GENERAL NOTES (Roadway Illumination Construction)**

1. All workmanship, materials and testing shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, National Electrical Code or City of Gig Harbor Public Works Standards unless otherwise specified below. In cases of conflict, the most stringent standard shall apply. When the most stringent standard is not clear, the City Engineer will make the determination. The electrical contractor shall be familiar with all above stated publications and guidelines as they will be strictly enforced by the State of Washington Department of Labor and Industries.
2. The contractor shall be in compliance with all safety standards and requirements as set forth by OSHA, WISHA and the State of Washington, Department of Labor and Industries.

**CITY OF GIG HARBOR**

**PUBLIC WORKS STANDARDS - 2014**

3. The contractor shall be responsible for all traffic control in accordance with the WSDOT Standard Plans for Road, Bridge and Municipal Construction (all applicable "K" plans) and/or the Manual on Uniform Traffic Control Devices (MUTCD). Prior to disruption of any traffic, a traffic control plan shall be prepared and submitted to the City for review and approval. No work shall commence until all approved traffic control is in place.
4. All approvals and permits required by the City of Gig Harbor shall be obtained by the contractor prior to the start of construction.
5. If construction is to take place in the County and/or Washington State Department of Transportation right-of-way, the contractor shall notify the City. The City shall obtain all the required approvals and permits. The contractor shall reimburse the City for associated permit fees.
6. Electrical permits and inspections are required for all roadway lighting installations within the City of Gig Harbor. The contractor is responsible for obtaining said permits prior to any type of actual construction. These permits are available from the Washington State Department of Labor and Industries. The developer/ contractor is responsible for all connection fees associated with the electrical systems and should contact Peninsula Light Co. at (253) 857-1541 for connection requirements and fee amounts.
7. A pre-construction meeting shall be held with the City of Gig Harbor Construction Inspector prior to the start of construction.
8. Prior to installation of any materials, the electrical contractor shall submit for approval by the City three copies of material catalog cuts, specifications, shop drawings and/or wiring diagrams. Any materials purchased or labor performed prior to such approval shall be at the Contractor's risk. Mounting heights, arm length, power source, luminaire type and bolt patterns shall follow City of Gig Harbor Public Works Standards Section 2E.020. Modifications of any portion of the lighting system will not be allowed without prior approval by the City.
9. It shall be the responsibility of the contractor to have a copy of an approved set of plans on the construction site at all times.
10. All surveying and staking shall be performed per the corresponding section of the City of Gig Harbor Public Works Standards.
11. Temporary erosion control/water pollution measures shall be required in accordance with Section 1-07.15 of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and the Gig Harbor Stormwater Management and Site Development Manual. At no time will silts and debris be allowed to drain into an existing or newly installed facility unless special provisions have been designed.
12. The contractor shall be fully responsible for the location and protection of all existing utilities. The contractor shall verify all utility locations prior to construction by calling the Underground Locate Line at 811 a minimum of 48 hours prior to any excavation. The

contractor will also be responsible for maintaining all locate marks once the utilities have been located.

13. A 500 volt Megger Test will be performed by the contractor on each circuit between conductor and ground prior to acceptance of the lighting system. The insulation resistance shall not be less than 6 megaohms to ground for runs over 2,500 ft nor less than 8 megaohms for runs under 2,500 ft. A functional test will be performed by the City in which it is demonstrated that each and every part of the system functions as specified or intended herein. WSDOT Standard Specifications for Road, Bridge and Municipal Construction 8-20.3(11). Lamp, photocell and fixture shall be under warranty for a period of two years.
14. All lighting poles shall be as specified in Section 2E.020 of the Gig Harbor Public Works Standards. The Sonotube form shall be removed to below ground level. Pole bases shall be grouted and all luminaire heads shall be plumb and level.
15. Cement concrete bases shall follow City of Gig Harbor Public Works Standards Detail 2-28, Decorative Luminaire Base.
16. The photo cell window shall face north unless otherwise directed by the City. The service disconnect shall not be mounted on the luminaire pole. The service disconnect shall be manufactured by Skyline Electric and MFG. Company, see Detail 2-23.
17. All lighting wire shall be copper with a minimum size of #8. All wire shall be suitable for wet locations. All wire shall be installed in schedule 40 PVC conduit with a minimum diameter of 2 inches. A bushing or bell-end shall be used at the end of a conduit that terminates at a junction box or luminaire pole. Conductor identification shall be an integral part of the insulation of the conductors throughout the system i.e., color coded wire. Equipment grounding conductor shall be #8 copper. All splices or taps shall be made by approved methods utilizing epoxy kits rated at 600 volts (i.e., 3-M 82-A2). All splices shall be made with pressure type connectors (wire nuts will not be allowed). Direct burial wire will not be allowed. All other installation shall conform to NEC, WSDOT and MUTCD standards.
18. Each luminaire pole shall have an in-line, fused, water-tight electrical disconnect located at the base of the pole. Access to these fused disconnects shall be through the hand-hole on the pole. The hand-hole shall be facing away from on-coming traffic. Additional conductor length shall be left inside the pole and pull or junction box equal to a loop having a diameter of one foot. Load side of in-line fuse to luminaire head shall be cable and pole bracket wire, 2 conductor, 19 strand copper #10 and shall be supported at the end of the luminaire arm by an approved means. Fuse size, disconnect installation and grounding in pole shall conform to NEC standards.
19. Approved pull boxes or junction boxes shall be installed when conduit runs are more than 200 feet. In addition, a pull box or junction box shall be located within 10 feet of each luminaire pole and at every road crossing. Boxes shall be clearly and indelibly marked as lighting boxes by the legend, "L.T." or "LIGHTING". See WSDOT standard plan J-11a.

20. Any modification to approved lighting plans shall be reviewed and approved by the City prior to installation. Any approved modifications shall be shown on a Mylar Record Drawing supplied to the City after the lighting installation is completed and before final acceptance. It shall be the responsibility of the electrical contractor to ensure these record drawings are provided to the City.

**2F.040 Staking**

All surveying and staking shall be performed by an engineering or surveying firm capable of performing such work. The engineer or surveyor directing such work shall be licensed as a professional land surveyor by the State of Washington.

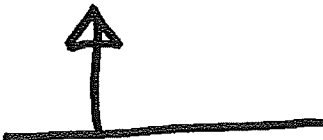
A preconstruction meeting shall be held with the City prior to commencing staking. All construction staking shall be inspected by the City prior to construction.

The minimum staking of luminaries shall be as follows:

1. Location and elevation to the center of every pole base.
2. Location and elevation of each service disconnect.

**2F.050 Testing**

All illumination systems shall be subject to a Dept. of Labor and Industries electrical inspection which shall include Megger testing and a functional test. Lamp, photocell and fixture shall be under warranty for a period of two years.



**2G TRAFFIC CONTROL DEVICES**

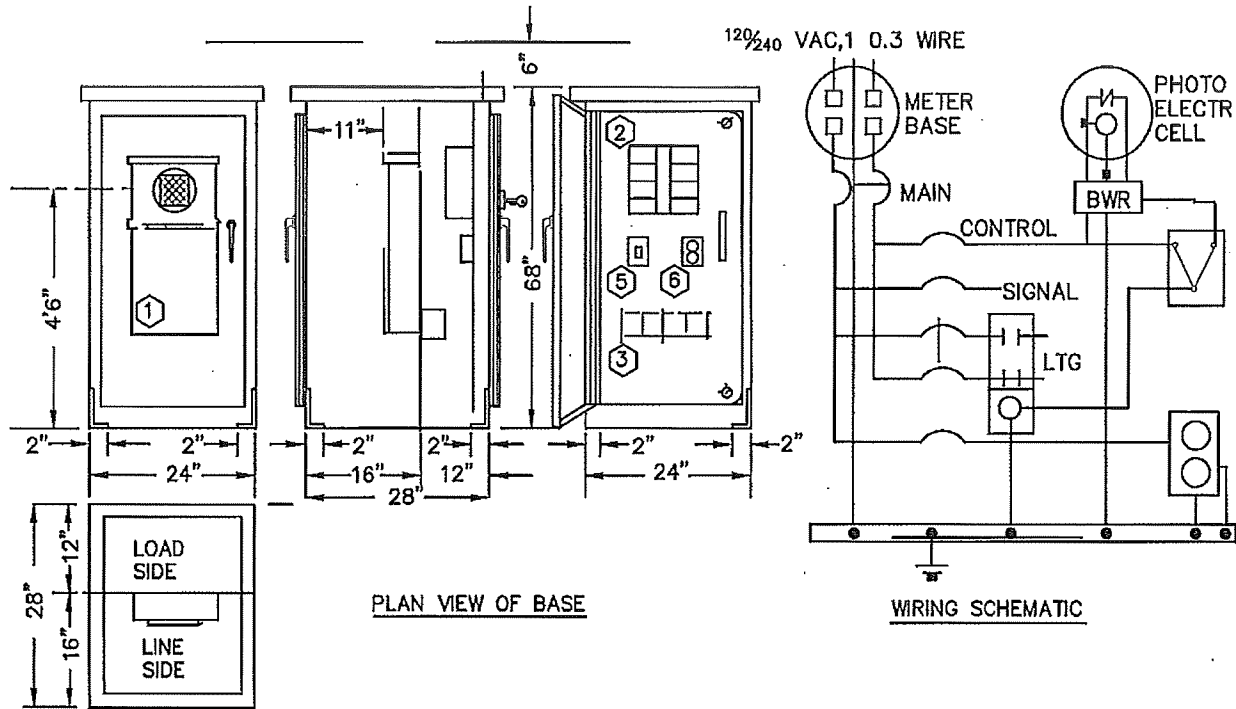
**2G.010 General**

Traffic control devices shall be installed per the requirements set forth herein. This work shall consist of furnishing and installing a complete and functional traffic control system, of controllers, signals and appurtenances as required by the City.

Traffic control devices may include, but are not limited to; signals, traffic islands, modern roundabouts, stop or yield control devices, or traffic calming features.

**2G.020 Design Standards**

If a traffic control device is required, then the developer shall be required to pay the cost for the City's on-call, contracted traffic services, or, if the City's schedule allows, shall pay for the City to design the traffic control device. The City shall retain the right to determine the appropriate traffic control device based on an approved Traffic Impact Analysis. Design of appropriate traffic control devices shall be performed by a City approved traffic design consultant.



**SERVICE CABINET FOR STREET LIGHTING CONTROL AND TRAFFIC SIGNAL**  
NOT TO SCALE

**COMPONENT SCHEDULE**

- ① METER BASE: 100 AMP, 4 JAW, AW #114TB, SAFETY SOCKET (CONTRACTOR TO VERIFY WITH SERVING UTILITY).
- ② PANELBOARD: 120/240 VAC, 100 AMP, 1 PHASE, 3 WIRE, COPPER BUS, 12 POLE WESTINGHOUSE BAB BOLT-ON BREAKERS:
  - 1 - 100% MAIN
  - 2 - 20% ILLUMINATION BRANCH
  - 5 - 5% SIGNAL BRANCH
  - 1 - 20% GROUND FAULT RECEPTACLE BRANCH
  - 1 - 15% CONTROL CKT BRANCH
- ③ CONTACTOR: LIGHTING RATED, 30 AMP, 120 VAC COIL - REQUIRED 4 POLE
- ④ PHOTO ELECTRIC CELL: 1800 VA, 120 VAC, ALR #SST-IES (PER WSDOT SPEC) TO BE PLACED AT TOP OF NEAREST STREET LIGHT POLE
- ⑤ PHOTO-CELL BYPASS SWITCH, SPST, 15 AMP, 277 VAC
- ⑥ GROUND FAULT RECEPTACLE, 120 VAC, DUPLEX, 20 A


UL LISTED PER STANDARD #508  
SUITABLE FOR USE AS SERVICE ENTRANCE EQUIPMENT

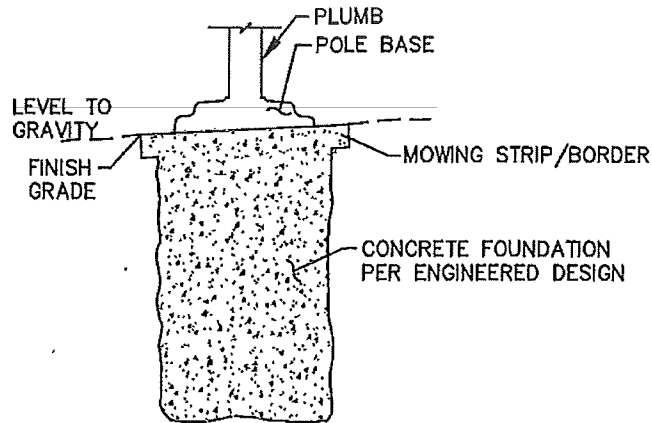
SERVICE CABINET SERIES 58309-GH R3  
M.E. BELL S.O.#  
SKYLINE ELECTRIC AND MFG COMPANY

CONCRETE BASE PER MANUFACTURERS  
RECOMMENDATION OR WSDOT STANDARD PLAN

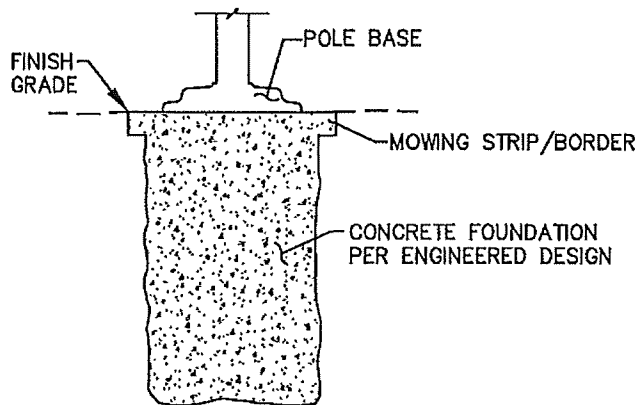
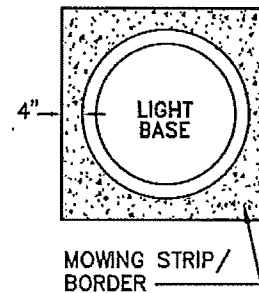
CABINET: NEMA 3R, PADMOUNT, 1/8" TYPE 50502-H32 ALUMINUM

- CONSTRUCTION
- 2 SCREENED AND GASKETED VENTS
- DOORS: HEAVY DUTY CONCEALED HINGES (LIFT-OFF TYPE) STAINLESS STEEL VAULT HANDLES, PAD-LOCKABLE METER DOOR, BEST CX LOCK ON DISTRIBUTION DOOR, POLISHED WIRE GLASS WINDOW IN METER DOOR, CLOSED CELL NEOPRENE GASKET, CARD HOLDER
- FINISH INSIDE: WHITE
- FINISH OUTSIDE: HUNTER GREEN

	CITY OF GIG HARBOR ENGINEERING DIVISION	
	<b>METERED SERVICE DISCONNECT FOR STREET LIGHTING AND TRAFFIC SIGNALS</b>	
		DETAIL NO. <b>2-23</b>
APPROVED BY <i>hallmann</i> CITY ENGINEER		DATE 1/1/2014




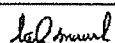
SLOPED GRADE APPLICATION



LEVEL GRADE APPLICATION

**NOTE:**

1. SIZE OF OCTAGON BASE AND MOWING STRIP/BORDER, ARE DETERMINED BY SIZE OF STREET LIGHT BASE.

 <small>GIG HARBOR WASH. MUNICIPAL CORP.</small>	CITY OF GIG HARBOR ENGINEERING DIVISION	
	<b>DECORATIVE LUMINAIRE BASE</b>	DETAIL NO. <b>2-28</b>
APPROVED BY CITY ENGINEER		DATE <u>1/1/2014</u>

**\* LUMEC DESCRIPTION OF COMPONENTS:**

\* OR APPROVED EQUAL

BRACKET: TN12-1A-GN6TX-LMS19650A

ARM: MADE OF CAST 365 ALUMINUM, WELDED.

ADAPTOR: CLAMPS MADE OF CAST ALUMINUM, WELDED TO THE ARM AND MECHANICALLY FASTENED TO THE POLE BY FOUR BOLTS AND NUTS.

POLE: AM8U-15-GN6TX

POLE SHAFT: MADE FROM A ONE-PIECE, SEAMLESS 4" ROUND (102mm) TUBE OF EXTRUDED ALUMINUM WELDED OVER AND IN A 8 5/8" ROUND (219mm) EXTRUDED ALUMINUM POLE BASE. THE ASSEMBLY IS WELDED TO BOTH THE TOP AND BOTTOM OF A CAST ALUMINUM ANCHOR PLATE.

JOINT COVER: MADE FROM TWO PIECES OF CAST ALUMINUM MECHANICALLY FASTENED TO THE JUNCTION WITH STAINLESS STEEL HARDWARE.

POLE BASE: SHALL BE MADE FROM A 219mm HIGH TENSILE STEEL RUBBING BASE HAVING A 0.180" WALL THICKNESS, WELDED TO BOTH THE BOTTOM AND TOP OF THE ANCHOR PLATE.

MAINTENANCE OPENING: THE POLE SHALL HAVE A 4 1/2"x10" (114x254mm) MAINTENANCE OPENING CENTERED 25 1/4" FROM THE BOTTOM OF THE ANCHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 365 ALUMINUM COVER AND A FACTOR ASSEMBLED COPPER GROUND LUG.

BASE COVER: DECORATIVE BASE COVER MADE FROM CAST ALUMINUM PIECES MECHANICALLY ASSEMBLED TOGETHER WITH STAINLESS STEEL HARDWARE AROUND THE BASE OF THE POLE.

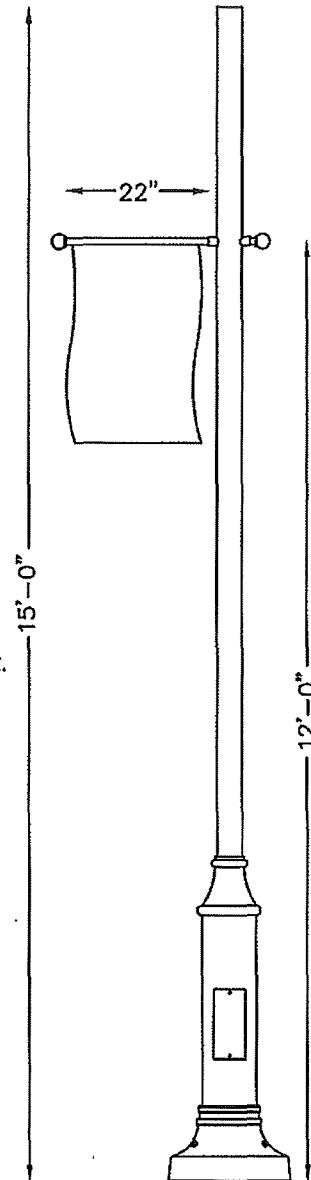
POLE OPTIONS: BANNER ARM MADE OF ALUMINUM TUBING 1 1/8" OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE. BANNER ARM PLACEMENT TO BE AT 12' 0" FROM BASE OF POLE.


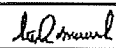
MISCELLANEOUS:

WIRING: TYPE TIEW 14 GA. 12" MIN. EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.

HARDWARE: ALL EXPOSED SCREWS WILL BE STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.

COLOR: FOREST GREEN. FINISH: TEXTURED. APPLICATION OF A POLYESTER POWDER COATED PAINT. (5mils/127 microns). THE CHEMICAL COMPOSITION PROVIDED A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.



	CITY OF GIG HARBOR ENGINEERING DIVISION	
	<p align="center"><b>STANDARD</b> <b>15 FOOT LIGHT POLE</b></p>	<p align="center">DETAIL NO. <b>2-29</b></p>
<p>APPROVED BY CITY ENGINEER</p>		<p>DATE <b>1/1/2014</b></p>



**\* LUMEC DESCRIPTION OF COMPONENTS:**

\* OR APPROVED EQUAL

BRACKET: TN12-1A-GN6TX-LMS19650A

ARM: MADE OF CAST 365 ALUMINUM, WELDED.

ADAPTOR: CLAMPS MADE OF CAST ALUMINUM, WELDED TO THE ARM AND MECHANICALLY FASTENED TO THE POLE BY FOUR BOLTS AND NUTS.

POLE: SSM8V-20 MADE FROM A ONE-PIECE, SEAMLESS 5 9/15" ROUND (141mm) HIGH TENSILE CARBON STEEL SHAFT SEALED BY A ROLLED AND FLATTENED VERTICAL WELD SEAM AND WELDED OVER AND IN A 8 3/8" ROUND (219mm) HIGH-TENSILE CARBON-STEEL POLE BASE. THE ASSEMBLY IS WELDED TO BOTH THE TOP AND THE BOTTOM OF A STEEL ANCHOR PLATE. A 4 1/2"x10" (114x254mm) MAINTENANCE OPENING IS COMPLETE WITH COVER AND COPPER GROUND LUG.

JOINT COVER: MADE FROM TWO PIECES OF CAST ALUMINUM MECHANICALLY FASTENED TO THE JUNCTION WITH STAINLESS STEEL HARDWARE.

BASE COVER: DECORATIVE BASE COVER MADE FROM CAST-ALUMINUM PIECES MECHANICALLY ASSEMBLED TOGETHER WITH STAINLESS STEEL HARDWARE AROUND THE BASE OF THE POLE.

MAINTENANCE OPENING: THE POLE SHALL HAVE A 4 1/2"x10" (114x254mm) MAINTENANCE OPENING CENTERED 25 1/4" FROM THE BOTTOM OF THE ANCHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 365 ALUMINUM COVER AND A FACTOR ASSEMBLED COPPER GROUND LUG.

BASE COVER: DECORATIVE BASE COVER MADE FROM CAST ALUMINUM PIECES MECHANICALLY ASSEMBLED TOGETHER WITH STAINLESS STEEL HARDWARE AROUND THE BASE OF THE POLE.

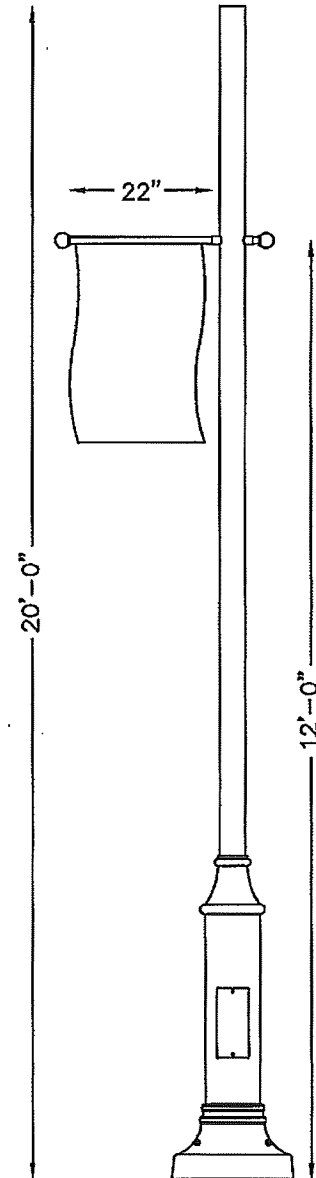
POLE OPTIONS: BANNER ARM MADE OF ALUMINUM TUBING 1 1/16" OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE. BANNER ARM PLACEMENT TO BE AT 12' 0" FROM BASE OF POLE.


MISCELLANEOUS:

WIRING: TYPE TIEW 14 GA. 12" MIN. EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.

HARDWARE: ALL EXPOSED SCREWS WILL BE STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.

COLOR: FOREST GREEN. FINISH: TEXTURED. APPLICATION OF A POLYESTER POWDER COATED PAINT. (5mils/127 microns). THE CHEMICAL COMPOSITION PROVIDED A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.

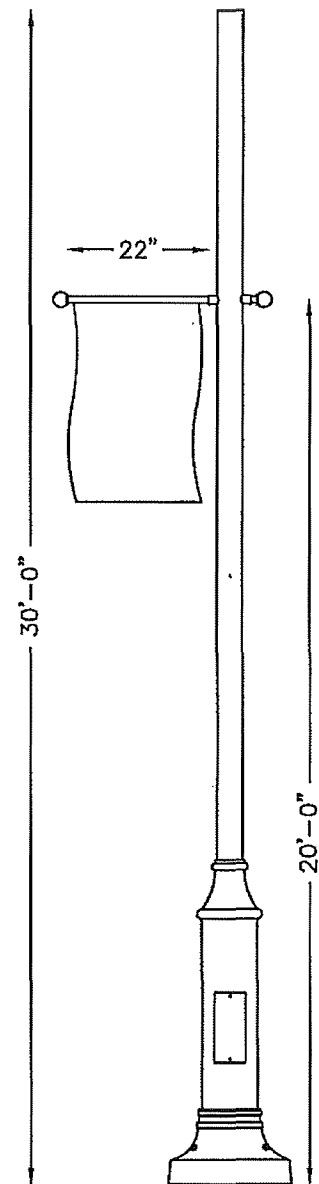



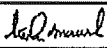
 <b>CITY OF GIG HARBOR ENGINEERING DIVISION</b>	
<b>STANDARD 20 FOOT LIGHT POLE</b>	
DETAIL NO. <b>2-30</b>	
APPROVED BY CITY ENGINEER <i>John Munnell</i>	DATE <b>1/1/2014</b>

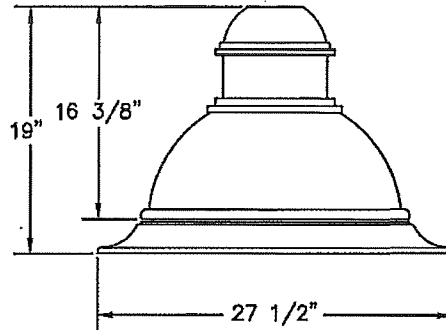
LUMEC DESCRIPTION OF COMPONENTS:

\* OR APPROVED EQUAL

BRACKET: TN12-1A-GN6TX-LMS19650A  
 ARM: MADE OF CAST 365 ALUMINUM, WELDED.  
 ADAPTOR: CLAMPS MADE OF CAST ALUMINUM, WELDED TO THE ARM AND MECHANICALLY FASTENED TO THE POLE BY FOUR BOLTS AND NUTS.  
 POLE: SSM8V-30-BAS22-GN6-TX-LMS19650A, MADE FROM 141mm ROUND HIGH TENSILE CARBON STEEL TUBING, HAVING A 0.250" WALL THICKNESS, WELDED TO THE POLE BASE.  
 JOINT COVER: TWO-PIECE, ROUND JOINT COVER MADE FROM CAST 365 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.  
 POLE BASE: SHALL BE MADE FROM A 219mm HIGH TENSILE STEEL TUBING BASE HAVING A 0.180" WALL THICKNESS, WELDED TO BOTH THE BOTTOM AND TOP OF THE ANCHOR PLATE.  
 MAINTENANCE OPENING: THE POLE SHALL HAVE A 4½"x10" (114x254mm) MAINTENANCE OPENING CENTERED 25 1/4" FROM THE BOTTOM OF THE ANCHOR PLATE, COMPLETE WITH A WEATHERPROOF CAST 365 ALUMINUM COVER AND A FACTOR ASSEMBLED COPPER GROUND LUG.  
 BASE COVER: TWO-PIECE, ROUND BASE COVER MADE FROM SPUN 1100-0 ALUMINUM, MECHANICALLY FASTENED WITH STAINLESS STEEL SCREWS.  
 BREAK-AWAY COVER: ONE PIECE ROUND BASE MADE FROM SPUN 1100-0 ALUMINUM, MECHANICALLY FASTENED. ONLY ALLOWED ON ROADWAYS WITH POSTED 35 MILE PER HOUR SPEED LIMIT OR GREATER.  
 POLE OPTIONS: BANNER ARM MADE OF ALUMINUM TUBING 1 1/16" OUTSIDE DIAMETER, MECHANICALLY ASSEMBLED TO THE POLE. BANNER ARM PLACEMENT TO BE AT 20' 0" FROM BASE OF POLE.  
 MISCELLANEOUS:  
 WRING: TYPE TIEW 14 GA. 12" MIN. EXCEEDING TOP OF POLE. ALL ELECTRICAL CONNECTIONS SHALL BE MADE WITH QUICK-DISCONNECT CONNECTORS.  
 HARDWARE: ALL EXPOSED SCREWS WILL BE STAINLESS STEEL. NEOPRENE AND/OR SILICONE GASKETING IS APPLIED.  
 COLOR: FOREST GREEN. FINISH: TEXTURED. APPLICATION OF A POLYESTER POWDER COATED PAINT. (5mils/127 microns). THE CHEMICAL COMPOSITION PROVIDED A HIGHLY DURABLE UV AND SALT SPRAY RESISTANT FINISH IN ACCORDANCE TO THE ASTM-B117-73 STANDARD AND HUMIDITY PROOF IN ACCORDANCE TO THE ASTM-D2247-68 STANDARD.



	CITY OF GIG HARBOR ENGINEERING DIVISION	
	STANDARD 30 FOOT LIGHT POLE	DETAIL NO. 2-31
APPROVED BY CITY ENGINEER		DATE 1/1/2014



\* LUMINAIRE: DMS50-65W49LED4K-ES-LE3F-240-GN6TX  
\* OR APPROVED EQUAL

DESCRIPTION OF COMPONENTS:


**HOOD:** A DIE CAST A360.1 ALUMINUM DOME COMPLETE WITH CAST-IN TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOLFREE ACCESS TO THE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WATER-PROOFING.

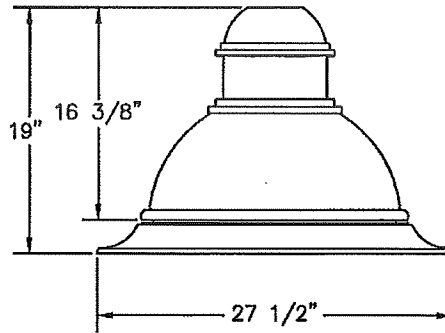
**SKIRT:** A DIE CAST A360 ALUMINUM SKIRT COMPLETE WITH A CAST-IN TECHNICAL RING.

**HOUSING:** IN A ROUND SHAPE, THIS HOUSING IS MADE OF CAST 356 ALUMINUM, C/W A WATERTIGHT GROMMET, MECHANICALLY ASSEMBLED TO THE BRACKET WITH FOUR BOLTS 3/-16 UNC. THIS SUSPENSION SYSTEM PERMITS FOR A FULL ROTATION OF THE LUMINAIRE IN 90 DEGREE INCREMENTS.

**LIGHT ENGINE:** LIFELED COMPOSED OF 5 MAIN COMPONENTS. ELECTRICAL COMPONENTS ARE ROSH COMPLIANT.

1. LENS: MADE OF SODA-LIME CLEAR TEMPERED GLASS, MECHANICALLY ASSEMBLED AND SEALED ONTO THE LOWER PART OF THE HEAT SINK.
2. LAMP: PHILIPS LUMILEDS REBEL ES. COMPOSED OF 49 HIGH-PERFORMANCE WHITE LEDS, 65W LAMP WATTAGE. COLOR TEMPERATURE OF 4000 KELVAN NOMINAL, 70 CRI. OPERATING LIFESPAN AFTER WHICH THE SYSTEM EMITS 70% OF ITS ORIGINAL LUMEN OUTPUT, ALL OF THOSE PARAMETERS ARE TESTED FOR 100% OF LIGHT ENGINES. USE OF A METAL CORE BOARD ENSURES GREATER HEAT TRANSFER AND LONGER LIFESPAN OF THE LIGHT ENGINE.
3. OPTICAL SYSTEM: (LE3F), I.E.S. TYPE III (ASYMMETRICAL). COMPOSED OF HIGH- PERFORMANCE COLLIMATORS, OPTIMIZED WITH VARYING BEAN ANGLES TO ACHIEVE DESIRED DISTRIBUTION. SYSTEM IS RATED IP66. PERFORMANCE SHALL BE TESTED PER LM63 AND LM 79 (IENSA) CERTIFYING ITS PHOTOMETRIC PERFORMANCE. STREET-SIDE INDICATED.

 <small>CITY OF GIG HARBOR P.O. BOX 100000</small>	CITY OF GIG HARBOR ENGINEERING DIVISION	
	<b>LUMEC 65 WATT LED LUMINAIRE</b>	DETAIL NO. <b>2-34</b>
APPROVED BY <i>ledmuel</i> CITY ENGINEER		DATE <b>1/1/2014</b>



\* LUMINAIRE: DMS50-90W49LED4K-ES-LE3F-240-GN6TX  
\* OR APPROVED EQUAL

DESCRIPTION OF COMPONENTS:

**HOOD:** A DIE CAST A360.1 ALUMINUM DOME COMPLETE WITH A CAST-IN TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOLFREE ACCESS TO THE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WEATHERPROOFING.

**SKIRT:** A DIE CAST A 360 ALUMINUM SKIRT COMPLETE WITH A CAST-IN TECHNICAL RING.

**HOUSING:** IN A ROUND SHAPE, THIS HOUSING IS MADE OF CAST 356 ALUMINUM, C/W A WATERTIGHT GROMMET, MECHANICALLY ASSEMBLED TO THE BRACKET WITH FOUR BOLTS 3/8-16 UNC. THIS SUSPENSION SYSTEM PERMITS FOR A FULL ROTATION OF THE LUMINAIRE IN 90 DEGREE INCREMENTS.

**LIGHT ENGINE:** LIFELED COMPOSED OF 5 MAIN COMPONENTS. ELECTRICAL COMPONENTS ARE ROHS COMPLIANT.

**LENS:** MADE OF SODA-LIME CLEAR TEMPERED GLASS LENS, MECHANICALLY ASSEMBLED AND SEALED ONTO THE LOWER PART OF THE HEAT SINK.

**LAMP:** LAMP TYPE PHILIPS LUMILEDS REBEL ES. COMPOSED OF 49 HIGH-PERFORMANCE WHITE LEDS, 90W LAMP WATTAGE. COLOR TEMPERATURE OF 4000 KELVAN NOMINAL, 70 CRI. OPERATING LIFESPAN AFTER WHICH THE SYSTEM EMITS OVER 70% (L70) OF ITS ORIGINAL LUMEN OUTPUT ALL OF THOSE PARAMETERS ARE TESTED FOR 100% OF LIGHT ENGINES. USE OF A METAL CORE BOARD INSURES GREATER HEAT TRANSFER AND LONGER LIFESPAN OF THE LIGHT ENGINE.


**OPTICAL SYSTEM:** (LE3F), I.E.S. TYPE III (ASYMMETRICAL). COMPOSED OF HIGH-PERFORMANCE ACRYLIC COLLIMATORS, OPTIMIZED WITH VARYING BEAM ANGLES TO ACHIEVE DESIRED DISTRIBUTION. SYSTEM IS RATED IP66. PERFORMANCE SHALL BE TESTED PER LM63 AND LM79 (IESNA) CERTIFYING ITS PHOTOMETRIC PERFORMANCE. STREET-SIDE INDICATED.

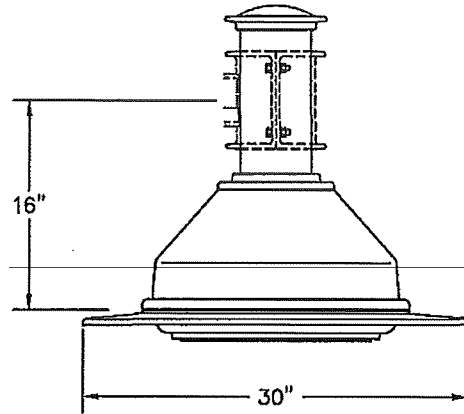
**HEAT SINK:** MADE OF CAST ALUMINUM OPTIMIZING THE LEDS EFFICIENCY AND LIFE. PRODUCT DOES NOT USE ANY COOLING DEVICE WITH MOVING PARTS (ONLY PASSIVE COOLING DEVICE).

**DRIVER:** HIGH POWER FACTOR OF 90%. ELECTRONIC DRIVER, OPERATING RANGE 50-60 HZ. AUTO-ADJUSTING TO A VOLTAGE BETWEEN 120 AND 277 VOLT AC RATED FOR BOTH APPLICATION LINE TO LINE OR LINE TO NEUTRAL, CLASS II, THD OF 20% MAX. MAXIMUM AMBIENT OPERATING TEMPERATURE FROM -40°F (-40°C) TO 130°F (55°C). CERTIFIED IN COMPLIANCE TO CULUS REQUIREMENT. DRY AND DAMP LOCATION. ASSEMBLED ON A UNITIZED REMOVABLE TRAY WITH TYCO QUICK DISCONNECT PLUG RESISTING TO 221F (105C) DEGREES.

THE CURRENT SUPPLYING THE LEDS WILL BE REDUCED BY THE DRIVER IF THE INTERNAL TEMPERATURE EXCEEDS 185F (85C), AS A PROTECTION TO THE LEDS AND THE ELECTRICAL COMPONENTS. OUTPUT IS PROTECTED FROM SHORT CIRCUITS, VOLTAGE OVERLOAD AND CURRENT OVERLOAD. AUTOMATIC RECOVERY AFTER CORRECTION.

**SURGE PROTECTOR:** LED DRIVER 3 POLES 10KV SURGE PROTECTORS THAT PROTECT LINE-GROUND, LINE NEUTRAL, AND NEUTRAL-GROUND IN ACCORDANCE WITH IEEE/ANSI C62.41.2 GUIDELINES.

 CITY OF GIG HARBOR ENGINEERING DIVISION	
<b>LUMEC 90 WATT LED LUMINAIRE</b>	DETAIL NO. <b>2-35</b>
APPROVED BY CITY ENGINEER <i>John Manuel</i>	DATE <b>1/1/2014</b>



\* LUMINAIRE: TR20-009-135W80LED4K-001-LE3S-240-GN6TX  
\* OR APPROVED EQUAL

DESCRIPTION OF COMPONENTS:

HOOD: CAST 356 ALUMINUM DOME, MECHANICALLY ASSEMBLED ON THE LUMINAIRE.

ACCESS-MECHANISM: A DIE CAST A360 ALUMINUM TECHNICAL RING WITH LATCH AND HINGE. THE MECHANISM SHALL OFFER TOOLFREE ACCESS TO THE INSIDE OF THE LUMINAIRE. AN EMBEDDED MEMORY-RETENTIVE GASKET SHALL ENSURE WEATHERPROOFING.


LENS: MADE OF SODA-LIME CLEAR TEMPERED GLASS LENS, MECHANICALLY ASSEMBLED AND SEALED ONTO THE LOWER PART OF THE HEAT SINK.

LAMP: COMPOSED OF 80 HIGH-PERFORMANCE WHITE LEDS, 135W LAMP WATTAGE. COLOR TEMPERATURE OF 4000 KELVAN NOMINAL, 70 CRI. OPERATING LIFESPAN BASED ON LM80 RESULTS AFTER WHICH 50% STILL EMITS OVER 70% (L70) OF ITS ORIGINAL LUMEN OUTPUT. USE OF A METAL CORE BOARD ENSURES GREATER HEAT TRANSFER AND LONGER LIFESPAN OF THE LIGHT ENGINE. THE LED CIRCUIT BOARD IS INCLUDED WITH A CONNECTOR, (NO CONNECTION WIRE REQUIRED FOR EASE OF REPLACEMENT).

OPTICAL SYSTEM: (LE3S), I.E.S. TYPE III (ASYMMETRICAL). COMPOSED OF HIGH-PERFORMANCE ACRYLIC REFRACTORS LENSES TO ACHIEVE DESIRED DISTRIBUTION OPTIMIZED TO GET MAXIMUM SPACING, TARGET LUMEN'S AND A PERFECT LIGHTING UNIFORMITY. SYSTEM IS RATED IP66. PERFORMANCE SHALL BE TESTED PER LM63 AND LM 79 AND TM15 (IENSA) CERTIFYING ITS PHOTOMETRIC PERFORMANCE.

HEAT SINK: MADE OF CAST ALUMINUM OPTIMIZING THE LEDS EFFICIENCY AND LIFE. PRODUCT DOES NOT USE ANY COOLING DEVICE WITH MOVING PARTS (ONLY PASSIVE COOLING DEVICE).

DRIVER: HIGH POWER FACTOR OF 95%. ELECTRONIC DRIVER, OPERATING RANGE 50-60 HZ. AUTO-ADJUSTING TO A VOLTAGE BETWEEN 120 AND 277 VOLT AC RATED FOR BOTH APPLICATION LINE TO LINE OR LINE TO NEUTRAL, CLASSI, THD OF 20% MAX. MAXIMUM AMBIENT OPERATING TEMPERATURE FROM -40°F (-40°C) TO 130°F (55°C). CERTIFIED IN COMPLIANCE TO CULUS REQUIREMENT. WEATHER TIGHTNESS RATING IP66. ASSEMBLED ON A UNITIZED REMOVABLE TRAY WITH TYCO QUICK DISCONNECT PLUG RESISTING TO 221°F (105°C).

	CITY OF GIG HARBOR ENGINEERING DIVISION	
	LUMEC 135 WATT LED LUMINAIRE	DETAIL NO. 2-36
APPROVED BY CITY ENGINEER <i>John Munnell</i>	DATE 1/1/2014	

## Exhibit B

McCormick Creek Plat  
LED Equipment Reimbursement Breakdown  
April 2015

Maximum Reimbursement Amount: \$ 48,240.00

	No.	Maximum Reimbursement for each	TOTALS
20-ft Luminaires	22	\$ 1,640	\$ 36,080
15-ft Luminaires	19	\$ 640	\$ 12,160
TOTALS	41		\$ 48,240

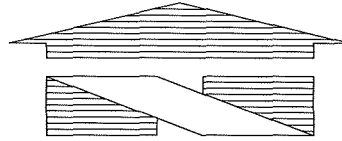
EXHIBIT C  
1 of 2

14830 McCORMICK CREEK LIGHTING EXHIBIT SHEET 1 OF 2

**LEGEND**

- ✱ PROPOSED LIGHT
- ⑫ PROPOSED LIGHT NUMBER

**NOTE:**  
LIGHTS 1-22 ARE  
30-FT AND 23-41  
ARE 15-FT



1"=200'

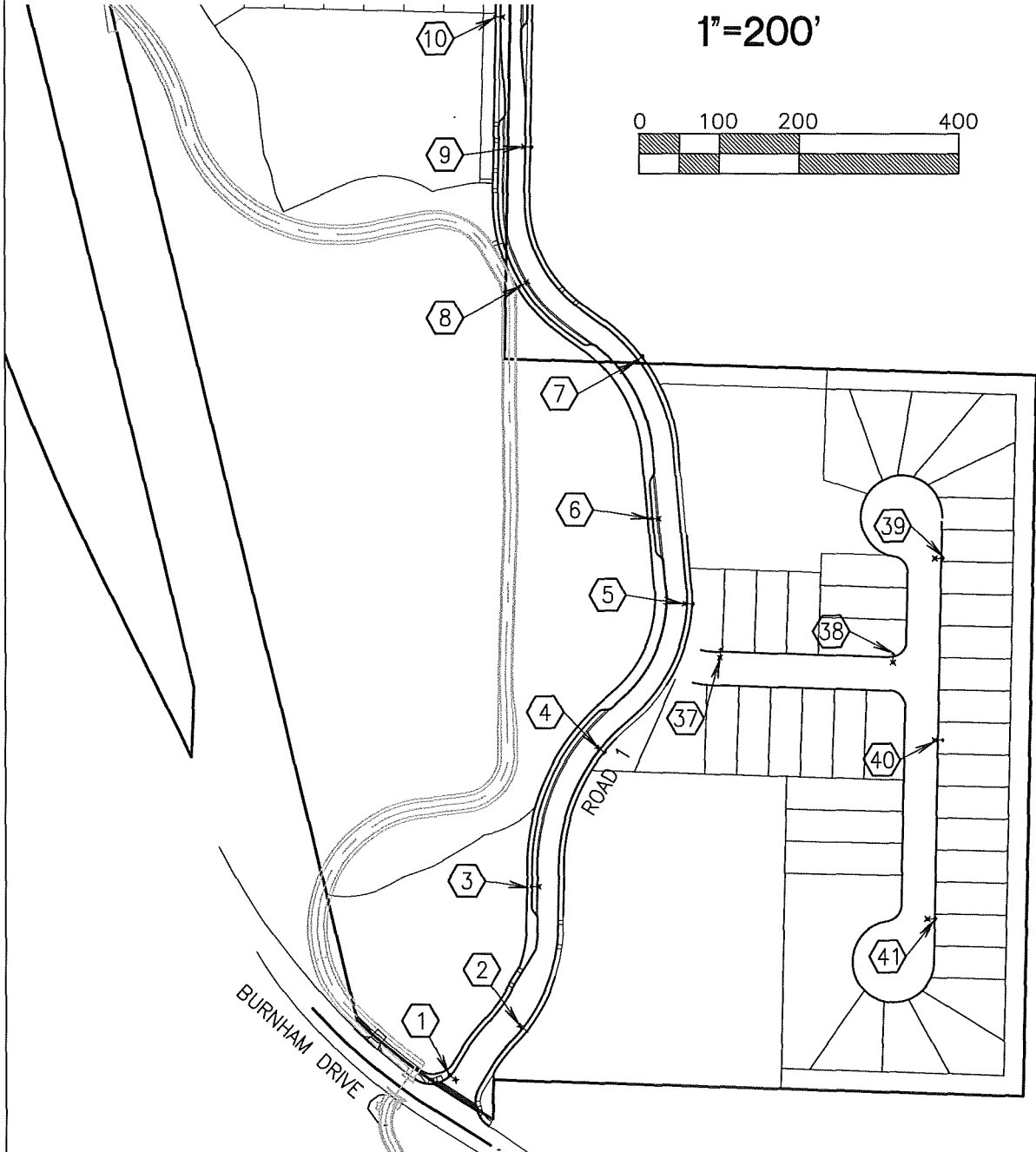
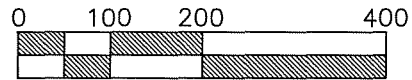
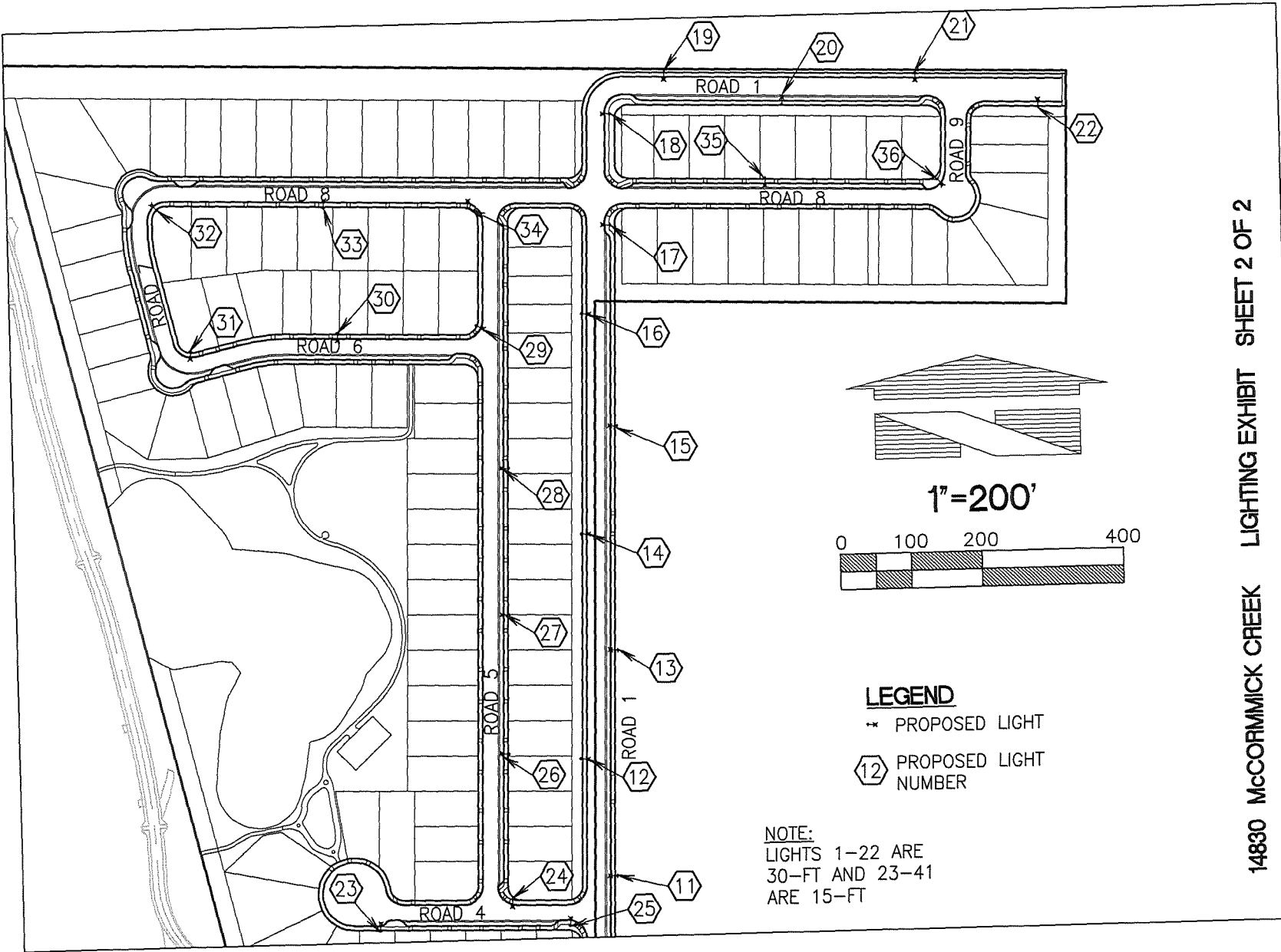


EXHIBIT C  
2 of 2







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

**Subject:** Second Reading of Ordinance – Waterfront Millville Restaurant 2 and 3 Uses.

**Proposed Council Action:** Deliberate on application, review two ordinances, and give staff direction.

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Planning Director

**For Agenda of:** April 27, 2015

**Exhibits:** Two Draft Ordinances, Map, Planning Commission Recommendation

Initial & Date

**Concurred by Mayor:**

*JG 4-23-15*

**Approved by City Administrator:**

*RW 4/21/15*

**Approved as to form by City Atty:**

*email 4/22/15*

**Approved by Finance Director:**

*N/A*

**Approved by Department Head:**

*JK 4/22/15*

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

**INFORMATION / BACKGROUND**

In May 2014, Gig Harbor Marina Inc., a property owner in the Waterfront Millville zoning district, requested a zoning code amendment to allow Restaurants 2 and Restaurants 3 uses as a conditional use in the portion of the Waterfront Millville zoning district southeast of and including Susanne’s Bakery & Deli.

This amendment was first considered by the Council at a public hearing on February 23<sup>rd</sup>, 2015. At that public hearing, the Council considered an ordinance based on the Planning Commission’s recommendation. After the public hearing, the Council decided to hold a joint meeting with the Planning Commission, applicant and staff to further discuss the proposed amendment.

After the joint meeting and continued conversation at a Council meeting, the City Council amended the proposal to add the following performance standards:

1. Hours of Operation: Opening time no earlier than 6:00am and a last seating of customers no later than 9:30pm.
2. Bar Area: Limit any bar area in a Restaurant 1 and 3 use to 40% of the customer space.
3. Food Smells: Require state-of-the-art equipment be installed to limit the emission of food smells from Restaurant 2 and 3 uses.

In addition, the City Council requested that the ordinance be written so there was an option to further reduce the subject area to that area southeast of and including the existing Bayview Building.

Staff has provided two ordinances to reflect the two geographic areas that are part of the Council's deliberation:

1. Yellow Line – Portion of WM district adjacent to and southeast of Dorotich Street. Since this is the area recommended by the Planning Commission, the ordinance include the WHEREAS statements (findings) from the previous versions.
2. Red Line – Portion of WM District southeast of and including Bayview Building. WHEREAS statements have been removed if they do not represent the Council's discussion to date on this geographic area. The Council may wish to consider whether additional findings are needed to support this ordinance.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission held work-study sessions on this amendment on November 6<sup>th</sup>, 2014, December 4<sup>th</sup>, 2014, December 18<sup>th</sup>, 2014 and January 15, 2015. A public hearing was held on November 20<sup>th</sup>, 2014; and,

On December 18, 2014, the Planning Commission recommended denial of the amendment on a vote of 2 to 1. That recommendation was rescinded at the January 15<sup>th</sup>, 2015 meeting.

After further deliberations on January 15<sup>th</sup>, the Planning Commission recommended approval of the amendment. The chair concurred with the vote of 3-2 in favor. In addition, the Planning Commission recommended changes to the hours of operation limitations for all restaurant uses in the affected area of the WM district to have consistency between restaurant types and have predictability for nearby residents. The Commission proposed hours of operation of 6:00 a.m. to 11:00 p.m.

Please see enclosed Planning Commission Recommendation Packet for the formal recommendation. Minutes and audio from the Planning Commission meetings can be found on the City's webpage.

### **POLICY CONSIDERATIONS**

#### **Criteria for Approval:**

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). The general criteria for approval of text amendments for Chapter 17.100 are as follows:

1. The text amendment should be consistent with the policies in the City's Comprehensive Plan. In regards to this text amendment, the following elements in the Plan are most relevant: Chapter 2, Land Use; Chapter 3, Harbor Element; Chapter 6, Economic Development.
2. The proposed development regulation change should be consistent with the intent of the zoning district for which it applies: the Waterfront Millville district (WM).  
*It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use*

*waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (GHMC 17.48.010)*

3. The proposed amendment should further public health, safety and general welfare. Some specific items to consider when deliberating on this criterion are:
  - Public comment received (both oral and written).
  - Impacts to utilities, public services and transportation networks.
  - Operational needs/impacts of restaurants: Hours of operation, parking needs, outdoor seating, garbage service, size of use, etc.
  - Adjacent uses: existing and zone allowances
  - Changed conditions since the development regulations were enacted or last reviewed that warrant the proposed amendment?

**Gig Harbor Comprehensive Plan:**

**Goal 2.2.3.e Waterfront Land Use Designation**

Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.

**Goal 3.9.3.a View Basin Neighborhood Design Area**

The view basin is the City's heritage. It was within the view basin that the Gig Harbor fishing village was born. Today the view basin is a vibrant mix of retail, restaurant, residential, maritime and community activities contained within the historic neighborhoods of the City. Pedestrian walkways link the historic areas of Finholm, Waterfront Millville, Downtown and Borgen's Corner which serve as neighborhood centers for the surrounding mixture of contemporary and historic homes.

**Gig Harbor Municipal Code:**

**17.04.702 Restaurant 1.**

"Restaurant 1" means an establishment that serves food and nonalcoholic beverages and operates without a grill or deep-fat fryer.

**17.04.703 Restaurant 2.**

"Restaurant 2" means an establishment that prepares and serves food and nonalcoholic beverages.

**17.04.704 Restaurant 3.**

"Restaurant 3" means an establishment that prepares and serves food and alcoholic beverages.

**SEPA DETERMINATION**

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on February 4<sup>th</sup>, 2015.

**RECOMMENDATION / MOTION**

Deliberate on application, review two ordinances, and give staff direction.

Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO RESTAURANT USES IN THE WATERFRONT MILLVILLE DISTRICT; ALLOWING RESTAURANT 2 AND 3 USES AS A CONDITIONAL USE PERMIT IN THE PORTION OF THE WATERFRONT MILLVILLE DISTRICT ADJACENT TO AND SOUTHEAST OF DOROTICH STREET; EXTENDING THE HOURS OF OPERATION OF RESTAURANT USES IN THE SUBJECT PORTION OF THE WATERFRONT MILLVILLE DISTRICT FROM 7:00AM - 9:00PM TO 6:00AM – 9:30PM (LAST SEATING); LIMITING THE BAR AREA OF RESTAURANT 1 AND 3 USES TO 40 PERCENT OF THE CUSTOMER AREA; REQUIRING STATE OF THE ART EQUIPMENT TO LIMIT FOOD SMELL EMISSIONS FROM RESTAURANT 2 AND 3 USES; AMENDING SECTIONS 17.14.020, 17.48.035 AND 17.48.090 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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WHEREAS, the City currently has three levels of restaurant uses: Level 1, the lowest level use most similar to a deli or coffee shop, through Level 3, the highest level use most similar to a full service sit down restaurant; and,

WHEREAS, Restaurant 1 uses may not use a grill or deep-fat fryer and may only serve beer and wine in establishments no larger than 1,200 square feet; and,

WHEREAS, a Restaurant 1 use requires a conditional use permit in the Waterfront Millville (WM) zoning district; and,

WHEREAS, furthermore, Restaurant 1 uses are currently limited in the WM district to operating hours of 7:00AM to 9:00PM. Restaurant 1 is the only level of restaurant currently allowed in the WM district; and,

WHEREAS, the WM zoning district was established in 1991. The boundaries and intent of the district has remained unchanged since adoption. The intent of the WM is as follows:

*It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (GHMC 17.48.010); and,*

*Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)*

WHEREAS, in May 2014, Gig Harbor Marina, Inc., a property owner in the WM zoning district, submitted an application for a zoning code text amendment to allow Restaurant 2 and Restaurant 3 uses in the WM zoning district provided a conditional use permit is granted. In addition, the applicant proposed limiting the hours of operation so that last seating is no later than 9:00pm or 9:30pm, depending on the time of the year. The proposal was not specific to any location, but would have applied to all properties within the WM zoning district; and,

WHEREAS, Restaurant 2 uses have no cooking appliance limitation but cannot serve alcohol. Restaurant 3 uses have no cooking appliance limitation and can serve wine, beer and spirits in an establishment of any size; and

WHEREAS, the Planning Commission held work-study sessions on this amendment on November 6<sup>th</sup>, 2014, December 4<sup>th</sup>, 2014, December 18<sup>th</sup>, 2014 and January 15, 2015. A public hearing was held on November 20<sup>th</sup>, 2014; and,

WHEREAS, after the public hearing, the applicant changed the application to reduce the affected area of WM district and proposed a closing hour of 11:00pm. The November 26<sup>th</sup>, 2014 letter where these changes were proposed stated: *We believe that these options would be preferable to the residents of Millville, therefore we are recommending this as your course of action;* and,

WHEREAS, on January 15<sup>th</sup>, 2015, the Planning Commission recommended approval of the amendment. In addition, the Planning Commission recommended changes to the hours of operation limitations for all restaurant uses in the affected area of the WM district. The Commission proposed hours of operation of 6:00 a.m. to 11:00 p.m.; and,

WHEREAS, the Gig Harbor City Council considered an ordinance at first reading and public hearing on February 23<sup>rd</sup>, 2015; and

WHEREAS, after the public hearing, the Council decided to hold a joint meeting with the Planning Commission, applicant and staff to further discuss the proposed amendment; and

WHEREAS, at the March 16<sup>th</sup>, 2015 joint meeting, the City Council amended the proposal to allow an opening time no earlier than 6:00am and require that last seating of customers occurs no later than 9:30pm. They further amended the proposal to limit any bar area to 40% of the customer space and to require state-of-the-art equipment be installed to limit the emission of food smells from Restaurant 2 and 3 uses; and,

WHEREAS, in 2012, the City held a town hall meeting to solicit ideas and feedback on the downtown. The Harbor Vision statement and the adopted Harbor Element of the Comprehensive Plan are the result of that meeting. At the

*Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)*

town hall meeting, attendees were asked what uses are needed in downtown. 36 people identified restaurants as a needed use in the downtown area; the votes were not zone specific. This was the second highest tally; groceries received 43 votes; and,

WHEREAS, currently there are 19 restaurants, 1 food truck, and 3 tasting rooms (wine, beer and spirits) in the Harbor area; and,

WHEREAS, in the 12.2 acre WM district, there are two Restaurant 1 uses: Susanne's Bakery and Deli and Netshed No. 9. Other business uses in this district include: professional offices, marinas, commercial fishing docks and associated structures, a marine supply store, a kitchen goods store, and a nail salon; and,

WHEREAS, the 5.6 acre portion of WM district where Restaurant 2 and 3 would be conditionally allowed contains the majority of current businesses not related to commercial fishing. This portion of the WM district contains the two existing restaurants, a nail salon, marine supply store, a kitchen goods store and three marinas. In addition, permits have been approved for two new marine retail buildings in this portion of the district. Of the approximately 17 residential dwellings located in the WM district, five exist in the subject portion of the district; and,

WHEREAS, the proposed text amendment is consistent with the following goals and policies in the Comprehensive Plan:

- Policy 2.2.3.e: **Waterfront Land Use Designation**  
*Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.*

From the Harbor Element:

- *Policy 3.10.1: Retain and support a mix of uses including fishing, boating, retail, commercial, and residential uses.*
- *Policy 3.10.3: Encourage appropriate commercial and retail services at street level to improve the pedestrian experience.*
- *Policy 3.12.1: Identify and amend current regulations and procedures that inhibit economic vitality within The Harbor.*
- *Policy 3.12.2: Work with the downtown businesses, property owners and community groups to establish a stronger economic base in The Harbor.*

*Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)*

- *Goal 3.13: Support local efforts to retain existing businesses and attract new businesses that provide a diversity of products and services desired by Gig Harbor residents and visitors.*
- *Policy 3.13.4: Encourage evening activities in the commercial districts; and,*

WHEREAS, the City Council finds that allowing Restaurant 2 and 3 uses as a conditional use is appropriate. Through the conditional use permit review, a specific restaurant's impacts will be considered and mitigated if necessary. This includes concerns about compatibility with any adjacent residences, parking needs and availability, and impact of restaurant operations such as delivery trucks, lighting, outdoor seating, smells, and garbage service. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice to the general public and neighboring property owners; and,

WHEREAS, the City Council finds that a last seating time of 9:30pm is more likely to limit the impact of noise and light on surrounding neighborhoods than a set closing time when all patrons leave at once. Through the conditional use permit process, narrower hours of operation can be imposed if necessary based on the type of restaurant and operation specifics; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the intent of the WM district. The district is intended for medium intensity, mixed uses. The zone gives emphasis to medium-density residential, marine-dependent and marine-related uses. However, other uses which enhance the historic fishing village atmosphere and are harmonious with surrounding residential areas are encouraged. Restaurant 2 and 3 uses can be considered a medium-intensity use given the 3,500sf building size limitation, 9:30pm last seating, bar area limitation and food smell performance standard. By locating the allowance for Restaurant 2 and 3 uses in the more commercial area of the WM district and requiring a conditional use permit, an individual restaurant's impacts to the surrounding residential area can be minimized; and,

WHEREAS, the City Council finds that the amendment furthers the general welfare and enhances the historic fishing village atmosphere by filling an identified need of the community, attracting visitors to the area, helping with business retention, and generally adding vitality to the Harbor area while minimizing the impact to the surrounding residents through the conditional use permit process; and

WHEREAS, based on the average peak p.m. hour vehicle trips for the City's restaurant use categories as quantified by the ITE Trip Generation manual, the allowance for Restaurant 2 and 3 uses is not likely to increase potential trips as compared to the potential trips for Restaurant 1 uses. Through the review of a conditional use permit application for a specific restaurant, a detailed traffic trip



*Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)*

generation study will occur and traffic mitigation measures, if necessary, will be required; and,

WHEREAS, the WM district is entirely located within the City's Historic District, a design district overlay with detailed design standards intended to ensure that the historic character of downtown is maintained. Any new or substantially remodeled building for a restaurant use must meet the Historic District design standards; and,

WHEREAS, the City Council finds that in addition to Gig Harbor Marina's request, Restaurant 1 uses within the affected area should be allowed to have a last seating at 9:30pm to be consistent with Restaurant 2 and 3 uses. In addition, for consistent application of performance standards for restaurants within the affected area and for predictability for nearby residents, all restaurants should not be allowed to be open until 6am; and,

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on January 13, 2015, pursuant to RCW 36.70A.106, and was granted expedited review on January 28, 2015; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on February 4, 2015; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on April 13, 2015; and

WHEREAS, on \_\_\_\_\_, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 17.14.020 in the Land Use Matrix chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.14.020 Land use matrix**

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
<b>Uses</b>																				
Restaurant 1	-	-	-	-	-	-	C <sup>8</sup>	P	P	P	P	P	P	P	-	C <sup>12</sup>	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	C <sup>29</sup>	P	C <sup>24</sup>	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	C <sup>29</sup>	P	C <sup>24</sup>	P	P

**Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)**

Uses	PI	R-1	R1D	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-

- <sup>1</sup> Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.
- <sup>2</sup> Home occupations are subject to Chapter 17.84 GHMC.
- <sup>3</sup> Adult entertainment facilities are subject to Chapter 17.58 GHMC.
- <sup>4</sup> Wireless communication facilities are subject to Chapter 17.61 GHMC.
- <sup>5</sup> Houses of religious worship shall be limited to parcels not greater than 5 acres.
- <sup>6</sup> Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.
- <sup>7</sup> Sales, level 1 uses shall be limited to food stores in the RB-1 district.
- <sup>8</sup> See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.
- <sup>9</sup> Animal clinics shall have all activities conducted indoors in the DB district.
- <sup>10</sup> Drive-in theaters are not permitted in the B-2 district.
- <sup>11</sup> Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.
- <sup>12</sup> Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.
- <sup>13</sup> Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.
- <sup>14</sup> Residential uses shall be located above a permitted business or commercial use.
- <sup>15</sup> Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.
- <sup>16</sup> Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.
- <sup>17</sup> Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.
- <sup>18</sup> Planned unit developments (PUDs) are conditionally permitted in the ED district.
- <sup>19</sup> Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.
- <sup>20</sup> Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.
- <sup>21</sup> Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.
- <sup>22</sup> See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.
- <sup>23</sup> See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.
- <sup>24</sup> Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).
- <sup>25</sup> Level 1 and Level 2 charging only.
- <sup>26</sup> Electric vehicle charging stations, level 1 and level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.
- <sup>27</sup> The term "Rapid" is used interchangeably with Level 3 and Fast Charging.
- <sup>28</sup> Only "electric vehicle charging stations – restricted" as defined in Chapter 17.73 GHMC.
- <sup>29</sup> Only those properties lying adjacent to or southeast of Dorotich Street are allowed to request a conditional use permit for a Restaurant 2 or Restaurant 3 use. In other areas of WM zone, Restaurant 2 and Restaurant 3 uses are prohibited. See Chapter 17.48 GHMC for specific performance standards for restaurant uses in the WM zone.

*Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)*

Section 2. Section 17.48.035 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.035 Hours of operation.**

A. The following uses shall be limited to operating between the hours of 7:00 a.m. to 7:00 p.m., daily:

1. Sales, level 1;
2. Boat construction;
3. Clubs.

B. Restaurant 1 uses shall be limited to operating between the hours of 7:00 a.m. to 9:00 p.m., daily, except as provided for in subsection C.

C. All restaurant uses on properties adjacent to or southeast of Dorotich Street shall not open before 6:00 a.m. and shall seat the last customer no later than 9:30 p.m., daily.

Section 3. Section 17.48.090 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.090 Performance standards.**

\* \* \*

H. Restaurant Uses. The bar area of restaurant 1 and 3 uses may not exceed more than 40% of the customer seating area of the restaurant. Restaurant 2 and 3 uses shall install state of the art equipment that will limit the emission of food smells from the restaurant.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GIG HARBOR

*Portion of WM district adjacent to and southeast of Dorotich Street (Yellow Line)*

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Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela G. Summerfield

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

*Portion of WM District southeast of and including Bayview Building (Red Line)*

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO RESTAURANT USES IN THE WATERFRONT MILLVILLE DISTRICT; ALLOWING RESTAURANT 2 AND 3 USES AS A CONDITIONAL USE PERMIT IN THE PORTION OF THE WATERFRONT MILLVILLE DISTRICT SOUTHEAST OF AND INCLUDING THE BAYVIEW BUILDING; EXTENDING THE HOURS OF OPERATION OF RESTAURANT USES IN THE SUBJECT PORTION OF THE WATERFRONT MILLVILLE DISTRICT FROM 7:00AM - 9:00PM TO 6:00AM – 9:30PM (LAST SEATING); LIMITING THE BAR AREA OF RESTAURANT 1 AND 3 USES TO 40 PERCENT OF THE CUSTOMER AREA; REQUIRING STATE OF THE ART EQUIPMENT TO LIMIT FOOD SMELL EMISSIONS FROM RESTAURANT 2 AND 3 USES; AMENDING SECTIONS 17.14.020, 17.48.035 AND 17.48.090 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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WHEREAS, the City currently has three levels of restaurant uses: Level 1, the lowest level use most similar to a deli or coffee shop, through Level 3, the highest level use most similar to a full service sit down restaurant; and,

WHEREAS, Restaurant 1 uses may not use a grill or deep-fat fryer and may only serve beer and wine in establishments no larger than 1,200 square feet; and,

WHEREAS, a Restaurant 1 use requires a conditional use permit in the Waterfront Millville (WM) zoning district; and,

WHEREAS, furthermore, Restaurant 1 uses are currently limited in the WM district to operating hours of 7:00AM to 9:00PM. Restaurant 1 is the only level of restaurant currently allowed in the WM district; and,

WHEREAS, the WM zoning district was established in 1991. The boundaries and intent of the district has remained unchanged since adoption. The intent of the WM is as follows:

*It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (GHMC 17.48.010); and,*

*Portion of WM District southeast of and including Bayview Building (Red Line)*

WHEREAS, in May 2014, Gig Harbor Marina, Inc., a property owner in the WM zoning district, submitted an application for a zoning code text amendment to allow Restaurant 2 and Restaurant 3 uses in the WM zoning district provided a conditional use permit is granted. In addition, the applicant proposed limiting the hours of operation so that last seating is no later than 9:00pm or 9:30pm, depending on the time of the year. The proposal was not specific to any location, but would have applied to all properties within the WM zoning district; and,

WHEREAS, Restaurant 2 uses have no cooking appliance limitation but cannot serve alcohol. Restaurant 3 uses have no cooking appliance limitation and can serve wine, beer and spirits in an establishment of any size; and

WHEREAS, the Planning Commission held work-study sessions on this amendment on November 6<sup>th</sup>, 2014, December 4<sup>th</sup>, 2014, December 18<sup>th</sup>, 2014 and January 15, 2015. A public hearing was held on November 20<sup>th</sup>, 2014; and,

WHEREAS, after the public hearing, the applicant changed the application to reduce the affected area of WM district to the portion of the district adjacent to and southeast of Dorotich Street and proposed a closing hour of 11:00pm. The November 26<sup>th</sup>, 2014 letter where these changes were proposed stated: *We believe that these options would be preferable to the residents of Millville, therefore we are recommending this as your course of action;* and,

WHEREAS, on January 15<sup>th</sup>, 2015, the Planning Commission recommended approval of the amendment. In addition, the Planning Commission recommended changes to the hours of operation limitations for all restaurant uses in the affected area of the WM district. The Commission proposed hours of operation of 6:00 a.m. to 11:00 p.m.; and,

WHEREAS, the Gig Harbor City Council considered an ordinance at first reading and public hearing on February 23<sup>rd</sup>, 2015; and

WHEREAS, after the public hearing, the Council decided to hold a joint meeting with the Planning Commission, applicant and staff to further discuss the proposed amendment; and

WHEREAS, at the March 16<sup>th</sup>, 2015 joint meeting, the City Council amended the proposal to allow an opening time no earlier than 6:00am and require that last seating of customers occurs no later than 9:30pm. They further amended the proposal to limit any bar area to 40% of the customer space and to require state-of-the-art equipment be installed to limit the emission of food smells from Restaurant 2 and 3 uses; and,

WHEREAS, at the Council meeting on March 23<sup>rd</sup>, the City Council requested that the ordinance be written so they had an option to further reduce

*Portion of WM District southeast of and including Bayview Building (Red Line)*

the subject area to that area southeast of and including the existing Bayview Building; and,

WHEREAS, in 2012, the City held a town hall meeting to solicit ideas and feedback on the downtown. The Harbor Vision statement and the adopted Harbor Element of the Comprehensive Plan are the result of that meeting. At the town hall meeting, attendees were asked what uses are needed in downtown. 36 people identified restaurants as a needed use in the downtown area; the votes were not zone specific. This was the second highest tally; groceries received 43 votes; and,

WHEREAS, currently there are 19 restaurants, 1 food truck, and 3 tasting rooms (wine, beer and spirits) in the Harbor area; and,

WHEREAS, in the 12.2 acre WM district, there are two Restaurant 1 uses: Susanne's Bakery and Deli and Netshed No. 9. Other business uses in this district include: professional offices, marinas, commercial fishing docks and associated structures, a marine supply store, a kitchen goods store, and a nail salon; and,

WHEREAS, the 2.8 acre portion of WM district where Restaurant 2 and 3 would be conditionally allowed contains a marine supply store, a kitchen goods store and Netshed No. 9. The area also contains marina uses and one single family residence; and,

WHEREAS, the City Council finds that allowing Restaurant 2 and 3 uses as a conditional use is appropriate. Through the conditional use permit review, a specific restaurant's impacts will be considered and mitigated if necessary. This includes concerns about compatibility with any adjacent residences, parking needs and availability, and impact of restaurant operations such as delivery trucks, lighting, outdoor seating, smells, and garbage service. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice to the general public and neighboring property owners; and,

WHEREAS, the City Council finds that a last seating time of 9:30pm is more likely to limit the impact of noise and light on surrounding neighborhoods than a set closing time when all patrons leave at once. Through the conditional use permit process, narrower hours of operation can be imposed if necessary based on the type of restaurant and operation specifics; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the intent of the WM district. The district is intended for medium intensity, mixed uses. The zone gives emphasis to medium-density residential, marine-dependent and marine-related uses. However, other uses which enhance the historic fishing village atmosphere and are harmonious with surrounding residential areas are encouraged. Restaurant 2 and 3 uses can be considered a

*Portion of WM District southeast of and including Bayview Building (Red Line)*

medium-intensity use given the 3,500sf building size limitation, 9:30pm last seating, bar area limitation and food smell performance standard; and,

WHEREAS, the City Council finds that the amendment furthers the general welfare and enhances the historic fishing village atmosphere by filling an identified need of the community, attracting visitors to the area, helping with business retention, and generally adding vitality to the Harbor area while minimizing the impact to the surrounding residents through the conditional use permit process; and

WHEREAS, based on the average peak p.m. hour vehicle trips for the City's restaurant use categories as quantified by the ITE Trip Generation manual, the allowance for Restaurant 2 and 3 uses is not likely to increase potential trips as compared to the potential trips for Restaurant 1 uses. Through the review of a conditional use permit application for a specific restaurant, a detailed traffic trip generation study will occur and traffic mitigation measures, if necessary, will be required; and,

WHEREAS, the WM district is entirely located within the City's Historic District, a design district overlay with detailed design standards intended to ensure that the historic character of downtown is maintained. Any new or substantially remodeled building for a restaurant use must meet the Historic District design standards; and,

WHEREAS, the City Council finds that in addition to Gig Harbor Marina's request, Restaurant 1 uses within the affected area should be allowed to have a last seating at 9:30pm to be consistent with Restaurant 2 and 3 uses. In addition, for consistent application of performance standards for restaurants within the affected area and for predictability for nearby residents, all restaurants should not be allowed to be open until 6am; and,

WHEREAS, the proposed development regulations amendments were forwarded to the Washington State Department of Commerce on January 13, 2015, pursuant to RCW 36.70A.106, and was granted expedited review on January 28, 2015; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on February 4, 2015; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on April 13, 2015; and

WHEREAS, on \_\_\_\_\_, the City Council held a second reading during a regular City Council meeting; Now, therefore,



**Portion of WM District southeast of and including Bayview Building (Red Line)**

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

Section 1. Section 17.14.020 in the Land Use Matrix chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.14.020 Land use matrix**

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
Restaurant 1	-	-	-	-	-	-	C <sup>8</sup>	P	P	P	P	P	P	P	-	C <sup>12</sup>	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	C <sup>29</sup>	P	C <sup>24</sup>	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	C <sup>29</sup>	P	C <sup>24</sup>	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-

<sup>1</sup> Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

<sup>2</sup> Home occupations are subject to Chapter 17.84 GHMC.

<sup>3</sup> Adult entertainment facilities are subject to Chapter 17.58 GHMC.

<sup>4</sup> Wireless communication facilities are subject to Chapter 17.61 GHMC.

<sup>5</sup> Houses of religious worship shall be limited to parcels not greater than 5 acres.

<sup>6</sup> Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

<sup>7</sup> Sales, level 1 uses shall be limited to food stores in the RB-1 district.

<sup>8</sup> See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

<sup>9</sup> Animal clinics shall have all activities conducted indoors in the DB district.

<sup>10</sup> Drive-in theaters are not permitted in the B-2 district.

<sup>11</sup> Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

<sup>12</sup> Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

<sup>13</sup> Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

<sup>14</sup> Residential uses shall be located above a permitted business or commercial use.

<sup>15</sup> Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

<sup>16</sup> Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

<sup>17</sup> Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.

<sup>18</sup> Planned unit developments (PUDs) are conditionally permitted in the ED district.

<sup>19</sup> Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

<sup>20</sup> Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

<sup>21</sup> Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.

<sup>22</sup> See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.

*Portion of WM District southeast of and including Bayview Building (Red Line)*

<sup>23</sup> See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.

<sup>24</sup> Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).

<sup>25</sup> Level 1 and Level 2 charging only.

<sup>26</sup> Electric vehicle charging stations, level 1 and level 2 only, are allowed only as accessory to a principal outright permitted or principal permitted conditional use.

<sup>27</sup> The term "Rapid" is used interchangeably with Level 3 and Fast Charging.

<sup>28</sup> Only "electric vehicle charging stations – restricted" as defined in Chapter 17.73 GHMC.

<sup>29</sup> Only those properties lying southeast of and including parcel number 5970000030, as shown on Exhibit A of Ordinance No. XXX, are allowed to request a conditional use permit for a Restaurant 2 or Restaurant 3 use. In other areas of WM zone, Restaurant 2 and Restaurant 3 uses are prohibited. See Chapter 17.48 GHMC for specific performance standards for restaurant uses in the WM zone.

Section 2. Section 17.48.035 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.035 Hours of operation.**

A. The following uses shall be limited to operating between the hours of 7:00 a.m. to 7:00 p.m., daily:

1. Sales, level 1;
2. Boat construction;
3. Clubs.

B. Restaurant 1 uses shall be limited to operating between the hours of 7:00 a.m. to 9:00 p.m., daily, except as provided for in subsection C.

C. All restaurant uses on properties southeast of and including parcel number 5970000030, as shown on Exhibit A of Ordinance No. XXX, shall not open before 6:00 a.m. and shall seat the last customer no later than 9:30 p.m., daily.

Section 3. Section 17.48.090 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.090 Performance standards.**

\* \* \*

H. Restaurant Uses. The bar area of restaurant 1 and 3 uses may not exceed more than 40% of the customer seating area of the restaurant. Restaurant 2 and 3 uses shall install state of the art equipment that will limit the emission of food smells from the restaurant.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

*Portion of WM District southeast of and including Bayview Building (Red Line)*

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GIG HARBOR

\_\_\_\_\_  
Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela G. Summerfield

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

Application  Reduced Area 





DEVELOPMENT SERVICES

## NOTICE OF RECOMMENDATION

### CITY OF GIG HARBOR PLANNING COMMISSION PL-ZONE-14-0002

**TO:** Mayor Guernsey and Members of the Council  
**FROM:** Jim Pasin, Chair, Planning Commission  
**RE:** PL-ZONE-14-0002 – Restaurants 2 and 3 as conditional uses in a portion of the Waterfront Millville zone

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#### **Application:**

John Moist, on behalf of Gig Harbor Marina Inc. a property owner in the Waterfront Millville zoning district, has requested a zoning code amendment to allow Restaurants 2 and Restaurants 3 in a portion of the Waterfront Millville zoning district provided a conditional use permit is granted. The applicant proposes a closing time of 11pm. The applicant proposes limiting the area that Restaurant 2 and 3 uses are allowed to the portion of Waterfront Millville District south of and including Susanne's Bakery & Deli.

#### **Planning Commission Review:**

The Planning Commission held work-study sessions on this amendment on November 6<sup>th</sup>, 2014, December 4<sup>th</sup>, 2014, December 18<sup>th</sup>, 2014 and January 15, 2015. A public hearing was held on November 20<sup>th</sup>, 2014.

On January 15<sup>th</sup>, 2015, the Planning Commission recommended approval of the amendment. The chair concurred with the vote of 3-2 in favor. In addition, the Planning Commission recommended changes to the hours of operation limitations for all restaurant uses in the affected area of the Waterfront Millville district to have consistency between restaurant types and have predictability for nearby residents. The Commission proposes hours of operation of 6:00 a.m. to 11:00 p.m.

The Planning Commission made these recommendations after reviewing the general criteria for approval found in the text of Chapter 17.100 of the Gig Harbor Municipal Code - Amendments, which can be categorized into three separate criterion as follows:

- A. The text amendment should be consistent with the policies in the City's Comprehensive Plan.
- B. The proposed development regulation change should be consistent with the intent of the zoning district for which it applies: the Waterfront Millville district (WM).

*It is the intent of this district to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. (GHMC 17.48.010)*

C. The proposed amendment should further public health, safety and general welfare.

**Findings of Fact:**

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

1. The City's Comprehensive Plan includes the following goals and policies which support the amendments:

- Policy 2.2.3.e: **Waterfront Land Use Designation**  
*Provides for a variety of mixed uses along the waterfront which are allowed under the City of Gig Harbor Shoreline Master Program and as more particularly defined under the zoning code. Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses.*

**From the Harbor Element:**


- *Policy 3.10.1: Retain and support a mix of uses including fishing, boating, retail, commercial, and residential uses.*
  - *Policy 3.10.3: Encourage appropriate commercial and retail services at street level to improve the pedestrian experience.*
  - *Policy 3.12.1: Identify and amend current regulations and procedures that inhibit economic vitality within The Harbor.*
  - *Policy 3.12.2: Work with the downtown businesses, property owners and community groups to establish a stronger economic base in The Harbor.*
  - *Goal 3.13: Support local efforts to retain existing businesses and attract new businesses that provide a diversity of products and services desired by Gig Harbor residents and visitors.*
  - *Policy 3.13.4: Encourage evening activities in the commercial districts.*
2. In 2012, the City held a town hall meeting to solicit ideas and feedback on the downtown. Out of that town hall meeting came the Harbor Vision statement and the now adopted Harbor Element of the Comprehensive Plan. At the town hall meeting, attendees were asked what uses are needed in downtown. 36 people identified restaurants as a needed use in the downtown area; the votes were not zone specific. This was the second highest tally; groceries received 43 votes. Over 120 people attended the town hall meeting.

3. Currently there are 19 restaurants, 1 food truck, and 3 tasting rooms (wine, beer and spirits) in the Harbor area.
4. Restaurant 1 uses are currently allowed in the Waterfront Millville district as a conditional use. Restaurant 1 uses may not use a grill or deep-fat fryer and can serve wine and beer only in establishments no larger than 1,200 square feet. Restaurant 1 uses may open at 7:00am and must close by 9:00pm in the Waterfront Millville district. Restaurant 2 uses have no cooking appliance limitation but cannot serve alcohol. Restaurant 3 uses have no cooking appliance limitation and can serve wine, beer and spirits with no size limitation.
5. In the Waterfront Millville district, there are two Restaurant 1 uses: Susanne's Bakery and Deli and Netshed No. 9. Other business uses in this district include: professional offices, marinas, commercial fishing docks and associated structures, a marine supply store, a kitchen goods store, and a nail salon.
6. Buildings in the Waterfront Millville district are limited to 3,500 square feet of gross floor area; therefore, Restaurant 2 and 3 uses would be limited to 3,500 square feet. Restaurant 1 uses are also limited to 3,500 square feet unless they serve wine and beer. In that case, Restaurant 1 uses are limited to 1,200 square feet.
7. After the November 20<sup>th</sup>, 2014 public hearing, the applicant changed the application to reduce the affected area of Waterfront Millville and proposed a closing hour of 11:00pm. The November 26<sup>th</sup>, 2014 letter where these changes were proposed stated: *We believe that these options would be preferable to the residents of Millville, therefore we are recommending this as your course of action.*
8. The portion of Waterfront Millville district where Restaurant 2 and 3 would be allowed contains the majority of current businesses in the district that are not commercial fishing related. The subject area is approximately 5.5 acres and contains 19 tax parcels. This portion of the Waterfront Millville district contains the two current restaurants, a nail salon, marine supply store, a kitchen goods store and three marinas. Of the approximately 16 residential dwellings located in the Waterfront Millville district, three exist in the subject portion of the district.
9. A closing hour requirement of 11:00pm is more likely to limit the impact of noise and light on surrounding neighborhoods than an unlimited closing time as allowed in other zones. Through the conditional use permit process, a stricter hours of operation can be imposed if necessary based on the type of restaurant and operation specifics.
10. Allowing a Restaurant 2 and 3 uses as a conditional use is appropriate. Through the conditional use permit review, a specific restaurant's impacts will be considered and mitigated if necessary. This includes concerns about compatibility with any adjacent residences, parking needs and availability, greater limitations in the hours of operations, and impact of restaurant operations such as delivery trucks, lighting, outdoor seating, smells, and garbage service. A conditional use permit requires a public hearing in front of the City's hearing examiner with public notice to the general public and neighboring property owners.
11. The Planning Commission finds that the proposed amendment is consistent with the intent of the Waterfront Millville district. The district is intended for medium intensity, mixed uses. The zone gives emphasis to medium-density residential, marine-dependent and marine-related uses. However, other uses which enhance the historic fishing village atmosphere and are harmonious with surrounding residential areas are encouraged. Given the 3,500 size limitation and 11pm closing time

requirement, Restaurant 2 and 3 uses can be considered a medium-intensity use. By locating the allowance for Restaurant 2 and 3 uses in the more commercial area of the Waterfront Millville district and requiring a conditional use permit, an individual restaurant's impacts to the surrounding residential area can be minimized.

12. The Planning Commission finds that the amendment furthers the general welfare and enhances the historic fishing village atmosphere by filling an identified need of the community, attracting visitors to the area, helping with business retention, and generally adding vitality to the Harbor area while minimizing the impact to the surrounding residents through the conditional use permit process.
13. Based on the average peak p.m. hour vehicle trips for the City's restaurant use categories as quantified by the ITE Trip Generation manual, the proposed change to allow Restaurant 2 and 3 uses is not likely to increase trips as compared to a Restaurant 1 use already allowed. Through the review of a conditional use permit application for a specific restaurant, a detailed traffic trip generation study will occur and traffic mitigation measures, if necessary, will be required.
14. The Waterfront Millville district is entirely located within the City's Historic District, a design district overlay with detailed design standards intended to ensure that the historic character of downtown is maintained. Any new or substantially remodeled building for a restaurant use must meet the Historic District design standards.
15. The shoreline environment designation for the portion of the Waterfront Millville district where Restaurant 2 and 3 uses would be allowed is the City Waterfront. Restaurant uses are considered commercial uses under the Shoreline Management Program (SMP) and commercial uses consistent with the City's zoning code are allowed in the City Waterfront designation. Therefore, if this amendment is approved by ordinance of the City Council, Restaurant 2 and 3 uses will be allowed under the SMP.
16. The Commission finds that in addition to Gig Harbor Marina's request, Restaurant 1 uses within the affected area should be allowed to be open until 11pm in order to be consistent with Restaurant 2 and 3 uses. In addition, for consistent application of performance standards for restaurants within the affected area and for predictability for nearby residents, all restaurants should not be allowed to be open until 6am.

Jim Pasin, Chair  
Planning Commission



Date January 15, 2015